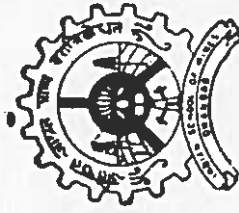


ISM 2

**BYE-LAWS IN THE MATTER OF CLASSIFICATION, AND
METHOD OF APPOINTMENTS AND TERMS AND
CONDITIONS OF SERVICE FOR
ACADEMIC STAFF**



PRINTED AT THE SUJATA PRINTERS, DHANBAD AND
PUBLISHED BY THE REGISTRAR INDIAN SCHOOL OF MINES,
DHANBAD - 826004

**INDIAN SCHOOL OF MINES,
DHANBAD - 826004**

INDIAN SCHOOL OF MINES, DHANBAD

CONTENTS

| | Page | Rules |
|---|------|-------|
| I — Title, definitions, Etc. | 1 | 1-3 |
| II — Terms and conditions of service | 4 | |
| Section 1 — General Conditions and Tenure | 4 | 4-8 |
| Section 2 — Conduct, Discipline and Appeal | 7 | 9-19 |
| Section 3 — Pay and other matters | 11 | 20 |
| Section 4 — Vacation and leave | 11 | 21 |
| Section 5 — Miscellaneous | 11 | 22-28 |
| III — Conditions of service of temporary employees | 12 | 29 |
| IV — Appointment on contracts | 12 | 30-31 |
| Schedule A — Conduct Rules | 13 | 1-17 |
| Schedule B — Leave Provisions | 19 | 1-24 |

Indian School of Mines, Dhanbad

BYE-LAWS IN THE MATTER OF CLASSIFICATION, AND METHOD OF APPOINTMENTS AND TERMS AND CONDITIONS OF SERVICE FOR ACADEMIC STAFF

I. TITLE, DEFINITIONS, ETC.

1. Title and application :

These Bye-laws shall be called "Classification and Method of appointments and Terms and conditions of service for Academic Staff." They shall apply to the employees (Academic staff) of the Indian School of Mines, Dhanbad :

- (a) who are appointed on or after 1st July 1967;
- (b) who exercise further option, under rule 30 (1) (a) of the Rules and Regulations of the Society of Indian School of Mines Dhanbad, for such Bye-laws; and
- (c) who are covered under rule 30(1)(b) of Rules and Regulations of the Society of Indian School of Mines, Dhanbad for such Bye-laws.

2. Definitions : In these bye-laws, unless there is anything repugnant to the context :

- (A) Academic staff means, Director, Professors, Asst. Professors, Lecturers, Workshop Superintendent, Associate Lecturers, Instructors, Demonstrators, Research staff, Librarian and such other academic posts as may be decided by the Board.
- (B) Board means the Executive Board of the School constituted under rule 7 of the Rules and Regulations.
- (C) Competent authority means the Officer/Officers notified as such by the Board for the purpose of all or any of these bye-laws.
- (D) Council means the General Council constituted under Rule 4 of the Rules and Regulations.

- (E) Director means the Director of the School appointed under rule 11(b) (i) of the Rules and Regulations.
- (F) Government means the Government of India.
- (G) Registrar means the Registrar appointed under Rule 11'c)(i) of the Rules and Regulations.
- (H) Rules and Regulations means the Rules and Regulations of the Society.
- (I) School means the Indian School of Mines, Dhanbad.
- (J) Staff means a member of the Academic staff.

3. Method of Appointments :

- (A) **Post of Director-11.2.b**
- (1) The appointment of the Director shall be made by invitation by the Board with the prior approval of the Central Government. For this purpose the, Board shall constitute a Selection Committee consisting of—
- | | |
|---|------------|
| Chairman of the Board (Ex-Officio) | Chairman |
| Two persons to be nominated by the Central Government | —Members |
| Two persons to be nominated by the Board | —Members |
| Registrar (Ex-Officio) | —Secretary |
- (2) The Selection Committee will submit to the Board the names of person considered suitable for the purpose.

(B) All academic posts other than that of Director

- (1) All academic posts other than Director shall normally be filled by advertisement; but the Board shall have the power to decide that a particular post be filled by invitation or by promotion from amongst the member of the staff of the School.
- (2) Selection Committees for filling up of posts (other than the posts on contract basis) by advertisement or by promotion from amongst the members of staff of the School shall be constituted in the manner laid down below, namely—
- (a) In the case of posts of Professors, the Selection Committee shall consist of—
- | | |
|--|-----------|
| Chairman of the Executive Board | —Chairman |
| Two Experts not connected with the School. | —Members |

- | | | |
|---------------------------------------|---|------------|
| Two members of the Executive Board | } | —Members |
| Director | | —Member |
| Head of the Deptt. wherever Possible. | | —Member |
| Registrar (Ex-Officio) | | —Secretary |
- (b) In the case of posts of Assistant Professors and Lecturers, the Selection Committee shall consist of—
- | | | |
|--|---|------------|
| Director | | —Chairman |
| Two Experts not connected with the school. | } | —Members |
| Two members of the Executive Board. | | —Members |
| Head of the Department. | | —Member |
| Registrar (Ex-officio) | | —Secretary |
- (c) In the case of other Academic posts, the Selection Committee shall consist of—
- | | |
|-------------------------------|------------|
| Head of the Department | —Chairman |
| One Outside Expert | —Member |
| Two Professors of the School. | —Members |
| Registrar (Ex-officio) | —Secretary |

(3) Where a post is to be filled on contract basis or by invitation, the Chairman may, at his discretion, constitute such ad-hoc Selection Committees, as circumstances of each case may require.

(4) Where a post is to be filled by promotion from amongst the members of the School or temporarily for a period not exceeding twelve months, the Board shall lay down the procedure to be followed.

(5) If the post is to be filled by advertisement, the terms and conditions of the post shall be advertised by the Registrar and all applications received within the date specified in the advertisement shall be considered by the Selection Committee.

Provided that the Selection Committee may, for sufficient reasons, consider any application received after the date so specified.

(6) The Selection Committee shall examine the credentials of all persons who have applied and may also consider other suitable names suggested, if any, by a member of Selection Committee or brought other-wise to the notice of the Selection Committee. The Selection Committee may interview any of the candidates; as it thinks fit and shall, at the discretion of its Chairman, cause a written test or tests to be held for all or some of the candidates as the Chairman may think fit, and shall make its recommendations to the Board or Director as the case may be, the names of the selected candidates being arranged in order of merit.

(7) No act or proceedings of any selection Committee shall be called in question on the ground merely of the absence of any member of or members of the selection committee.

Provided that, if any meeting of the selection committee is found necessary, the Registrar shall give notice of the meeting to the members of the committee at least a fortnight before the date of meeting.

(8) Unless otherwise provided for under these bye-laws, a selection committee constituted for the purpose of making recommendations for appointment to a post shall be eligible to exercise its functions in relation to that post until the time the appointment is made.

(9) All appointments shall be made by the Executive Board unless the power to make appointment has been delegated to any other authority.

(C) While making appointments, the Board shall take into consideration the claims of the members of the Scheduled Castes and Scheduled Tribes consistent with the maintenance of efficiency of administration and the teaching at the School.

II TERMS AND CONDITIONS OF SERVICE

Section I—General Conditions and Tenure

4. **Physical fitness certificate** : Every appointee shall be subject to the condition that the appointee is certified as being in sound health and physically fit for service by a medical authority nominated by the Board.

Provided that the Board may, for sufficient reasons, relax these requirements in any particular case or cases or dispense with such medical examination in any case or class of cases, subject to such conditions, if any as it may prescribe.

5. (A) **Probation and Superannuation age** : All appointments shall ordinarily be made on probation for a period of one year after which period the appointee, if confirmed, shall continue to hold his office till the close of the academic session in which he attains the age of 60 years.

Provided that—

(1) Extension of service for the Director, beyond the date of retirement on superannuation, may be granted by the Board with the previous approval of the Central Government.

(2) Extension of service for all other members of academic staff may be granted by the Board.

(3) Extension of service beyond the date of retirement on superannuation may be granted only if it is in the interest of the School and shall be for periods not exceeding one year at a time and shall always be subject to the member of the academic staff being certified as physically fit by the Consulting Medical Officer of the School or a Medical Practitioner of the status of a Civil Surgeon or District Medical Officer.

Provided further that no such extension shall be granted beyond the age of sixtyfive years.

(B) **Extension of probationary period** : The competent authority shall have the power to extend the period of probation of any staff for such periods, not exceeding two years, as may be found necessary, provided that if, after the period of probation, the official is not confirmed, and, his probation is also not formally extended, he shall be deemed to have continued on a temporary basis and his services may then be terminable on a month's notice or on payment of a month's salary in lieu thereof

6. **Whole-time at the disposal of the School** : The staff member shall devote his whole time to the service of the School and

shall not engage, directly or indirectly, in any trade or business or any other work which may interfere with the proper discharge of his duties, but the prohibition herein contained shall not apply to academic work and consultative practice undertaken with the prior permission of the Director, which may be given subject to such conditions as regards the acceptance of remuneration as may be laid down by the Board.

7. Termination of service :

- (a) Without notice : The competent authority shall have the power to terminate the services of any member of the staff without notice and without any cause assigned during the period of probation.
- (b) On Medical grounds : The competent authority shall have the power to terminate the services of any member of the staff by three months' notice or on payment of three months' salary in lieu thereof, if, on medical grounds, certified by a medical authority nominated by the Board, his retention in service is considered undesirable by such appointing authority.
- (c) On grounds of retrenchment or economy : The Board shall have the power to terminate the services of any member of the staff on grounds of retrenchment or economy by giving the persons concerned six months' notice in writing or on payment of six months' salary in lieu thereof.
- (d) By staff member : A member of staff may terminate his engagement by giving the competent authority six months' notice, provided that the said authority may, for sufficient reasons, either reduce this period or call upon him to continue till the end of the academic session in which the notice is received.

8. Liability for defence service :

Every graduate engineer appointed at the School on or after 1 st July 1969 shall, if so required, be liable to serve in India or abroad in any defence services or post connected with the defence of India for a period of not less than four years including the period spent on training, if any.

Provided that such person--

- (i) shall not be required to serve as aforesaid after the expiry of ten years from the date of such appointment, and
- (ii) shall not ordinarily be required to serve as aforesaid after attaining the age of forty years.

Section 2--Conduct, Discipline and Appeal

9. Staff members shall be governed by the Conduct Rules as laid down in Schedule 'A'.

10. Suspension :

(a) Grounds for suspension : A competent authority may place a member of the staff under suspension :

- (i) Where a disciplinary proceeding against him is contemplated or is pending, or
- (ii) Where a case against him in respect of any criminal offence is under investigation or trial, or
- (iii) Where a person is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours.

(b) Subsistence Allowance : During the first year of suspension, the member of the staff concerned shall be entitled to a subsistence allowance at an amount equal to the leave salary which he would have drawn if he had been on leave on half average pay and any period subsequent thereto at three quarters of such an amount. In addition, he may be granted any allowance(s) of which he was in receipt on the date of suspension to such extent and subject to such conditions as the competent authority may specify.

11. Penalties :

(a) The following penalties may, for good and sufficient reasons, and as hereinafter provided, be imposed on any member of the staff, namely :

- (i) censure;
- (ii) withholding of increments or promotion ;
- (iii) recovery from pay of the whole or part of any pecuniary loss caused to the School by negligence or breach of orders ;

- (iv) reduction to lower service, grade or post or to a lower time-scale, or to a lower stage in a time-scale ;
 - (v) compulsory retirement;
 - (vi) removal from service which shall not be a disqualification for future employment under the School ;
 - (vii) dismissal from service which shall ordinarily be a disqualification for future employment in the School ;
- (b) No order imposing on any member of the staff any of the penalties specified at (iv) to (vii) above shall be passed by any authority subordinate to that by which he was appointed and except after an enquiry has been held and the member of the staff concerned has been given reasonable opportunity of showing cause against the action proposed to be taken in regard to him
- (c) No order imposing on any member of the staff any of the penalties specified at (i) to (iii) above shall be passed by any authority subordinate to that by which he was appointed and unless the member of the staff concerned has been given an opportunity to make a representation to the appointing authority.
- (d) Notwithstanding the above provisions, it shall not be necessary to follow the procedure mentioned above in the following cases, namely ;
- (i) Where an employee is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on a criminal charge; or.
 - (ii) where the authority empowered to dismiss or remove the person or to reduce him in rank is satisfied that, for some reason to be recorded by that authority in writing, it is not reasonably practicable to give that person an opportunity of showing cause; if any question arises whether it is reasonably practicable to give any person an opportunity of showing cause under this clause the decision thereon of the authority empowered to dismiss or remove such person or to reduce him in rank, as the case may be, shall be final ; or
 - (iii) Where the Chairman of the Board is satisfied, on due authority, that in the interest of the security of the

State, it is not expedient to give that person such an opportunity.

12. **Appeals :** A member of the staff aggrieved by any order imposing penalty passed against him by a competent authority subordinate to the Board shall be entitled to prefer an appeal to the Board against that order and there shall be no further appeal from the decision of the Board; a member of the staff aggrieved by any order passed by the Board inflicting a penalty on him shall be entitled to prefer an appeal to the council against the order.
13. **Period for filing appeals :** No appeal shall be entertained, unless it is submitted within a period of three months from the date on which the appellant receives a copy of the order appealed against; provided that the Appellate Authority may entertain the appeal after the expiry of the said period, if it is satisfied that the appellant had sufficient cause for not submitting the appeal in time.
14. **Review of orders :** The authority to whom an appeal against an order imposing a penalty lies under Byelaw 12 may, of its own motion or otherwise, call for the records of the case in a disciplinary proceeding, review any order passed in such a case and pass such orders as it deems fit as if the members of the staff concerned had preferred an appeal against such order .
- provided** that no action under this byelaw shall be initiated more than six months after the date of the order to be reviewed.
15. **Review by the Council :** Notwithstanding anything contained in these byelaws, the council may, on its own motion or otherwise, after calling for the records of the case, review any order which is made under this clause or is appealable thereunder, and
- (i) confirm, modify or set aside the order;
 - (ii) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order;
 - (iii) remit the case to the authority which made the order or to any other authority directing such further action

or enquiry as it considers proper in the circumstances of the case; or
 (iv) pass such other orders as it deems fit.

Provided that

- i) an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he may wish to make against such enhanced penalty;
- (ii) if the council proposes to impose any of the penalties specified in clause (iv) to (vii) of Byelaw 11 in a case where proper enquiry has not been held and thereafter, on consideration of the proceedings of such enquiry and after giving the member of the staff concerned and opportunity of making a representation which he may wish to make against such penalty, it may pass such orders as it deems fit.

16. **Appellate authority's decision final** : The decision of the Appellate Authority, under byelaws 12 or 14, shall be final
17. **Considential provisions relating to reinstated staff** : When a member of the staff who has been dismissed, removed, or suspended is re-instated, the authority competent to order the re-instatement shall consider and make a specific order ;
 - (i) regarding the pay and allowances to be paid to the member of the staff for the period of his absence from duty; and
 - (ii) Whether or not the said period shall be treated as a period spent on duty.
18. **Privileges on full exoneration** : where a competent authority holds that a member of the staff of the School has been fully exonerated, or in the case of suspension, that it was wholly unjustified, the member of the staff shall be given the full pay to which he would have been entitled had he not been dismissed, removed or suspended, as the case may be, together with any allowance of which he was in receipt prior to his dismissal, removal or suspension. The period of absence from duty shall be treated as a period spent on duty for all purposes.

19. **Privileges in other cases** : In other cases, the member of the staff of the School shall be given such proportion of such pay and allowances as the competent authority may prescribe.

Provided that the payment of allowances under byelaw 18 or 19 shall be subject to all other conditions under which such allowances are admissible. The period of absence from duty shall not be treated as a period spent on duty, unless the competent authority specifically directs that it shall be so treated for any specified purpose.

Section 3—Pay and other matters

20. Government rules will be followed in matters relating to fixation of pay and in respect of other matters not provided for in, or covered by, these byelaws.

Section 4—Vacation and leave

21. Academic staff of the School shall be entitled to vacation and leave as laid down in Schedule B.

Section 5—Miscellaneous

22. **Service Book** : The School shall maintain a service book for each staff member in such form as may be prescribed by the Board. The entries in the service book shall be made by the Registrar and verified by the staff member once a year.

23. **Confidential Reports** : Heads of Department shall report confidentially by the 15th January of each year in the form prescribed by the Board on the work and conduct of the staff members who had served under them for a period of not less than four months in the immediately preceding calendar year and forward their reports to the Director not later than the 31st January.

24. **Communication of adverse reports** : All adverse entries should be communicated within a specified period to the officials concerned in writing. Any representation against the adverse remarks will have to be made within two months and would lie to the Board.

25. **Other benefits available to staff** : The staff shall be entitled to leave, travelling and daily allowance, leave travel concessions, reimbursement of medical expenses, retirement and other benefits in accordance with the rules prescribed by the Board for its employees.

26. **Residuary conditions of service** : any matter relating to the conditions of service of staff member for which no provision is made in these rules shall be determined by the Executive Board.

27. **Removal of doubts** : When a doubt arises as to the interpretation or, application of any of the provisions of these rules, the matter will be referred to the Executive Board for a decision and its decision shall be final.

28. **Communication of orders** : All orders of the Board/Council shall be communicated by the Registrar as the Ex-officio Secretary.

III—CONDITIONS OF SERVICE OF TEMPORARY EMPLOYEES

29. (i) **Termination of service** : The service of a temporary employee shall be liable to termination at any time by notice in writing given either by the employee to the appointing authority, or by the appointing authority to the employee. The period of such notice shall be one month, unless otherwise agreed to by the School and the employee.

(ii) **Other terms and conditions** : The other terms and conditions of service of such employees shall be such as may be specified by the appointing authority in his letter of appointment.

IV—APPOINTMENT ON CONTRACTS

30. **Appointment of Eminent Persons** : Notwithstanding any thing contained in these byelaws the Board may, in special circumstances, appoint an eminent person on contract for a period not exceeding five years with a provision of renewal for a further period, provided that every such appointment and the terms there of shall be subject to the prior approval of the Council.

31. **Other appointments** : The Board may appoint any person on contract in the prescribed scales of pay and on the terms and conditions applicable to the relevant post for a period not exceeding five years with a provision of renewal for further period (s). For making such appointments, the Chairman, may, at his discretion, constitute such *ad hoc* Selection Committees as the circumstances of each case may require

Note : "Chairman" means the Chairman of the Executive Board.

SCHEDULE A

Conduct Rules

1. **Definitions** : In this Schedule unless the context otherwise requires :

(a) "Competent authority" means :

(i) "The Board" in the case of the Director Professors and Asstt. Professors,

(ii) "The Director" in the case of all other employees.

(b) "Members of the family" in relation to a staff member includes :

(i) the wife, child or stepchild of such employee residing with and dependent on him and in relation to staff member who is a woman, the husband residing with and dependent on her, and

(ii) any other person related, whether by blood or by marriage to the staff member or to such employee's wife or husband and wholly dependent on him/her, but does not include a wife or husband legally separated from him/her or child or step-child who is no longer in any way dependent upon him or her, or whose custody the staff member has been deprived of by law.

(c) "Service" means service under the School.

(d) Words and expressions not defined here shall have the meaning assigned to them in the "Byelaws in the matter of classification and method of appointments and terms and Conditions of service for academic staff."

2. **General** :

(a) Every staff member shall at all times maintain absolute integrity and devotion to duty, and also be strictly honest and impartial in his official dealings.

(b) He should at all times be courteous in his dealings with other members of the staff, employees of the school, students and members of the public.

(c) Unless otherwise stated specifically in the terms of appointment, every staff member is a whole-time employee of the School and may be called upon to perform such duties, as may be assigned to him by the competent

authority, beyond scheduled working hours and on closed holidays and Sundays. These duties *inter-alia* shall include attendance at meetings of committees to which he may be appointed by the School.

- (d) He shall be required to observe the scheduled hours of work, during which he must be present at the place of his duty.
- (e) Except for valid reasons and/or unforeseen contingencies he shall not be absent from duty without prior permission.
- (f) He shall not leave station except with the previous permission of the Director even during leave or vacation.
- (g) Whenever leaving the station, he shall inform the Head of the Department to which he is attached, or Director if the Head of the Department, the address where he would be available during the period of his absence from station. A copy of this intimation shall also be endorsed to the Registrar.

3. Taking part in Politics and election :

- (a) No staff member shall take part in politics or be associated with any party or organisation which takes part in political activity, nor shall he subscribe in aid of, or assist in any manner, any political movement or activity.
- (b) No staff member shall canvass or otherwise interfere or use his influence in connection with or take part in any election to legislative body or local authority.

Provided that an employee of the School qualified to vote at such election may exercise his right to vote but where he does so, he shall give no indication of the manner in which he proposes to vote or has voted.

4. Connection with Press or Radio Patents :

- (a) No staff member shall, except with the previous sanction of the competent authority, own wholly or in part, or conduct, or participate in the editing or managing of any newspaper or other periodical publications.
- (b) He shall not, except with the previous sanction of the competent authority or any other authority empowered by him in this behalf, or in the bonafide discharge of his duties, participate in a radio broadcast or contribute any

article or write any letter either anonymously or in his own name or in the name of any other person to any newspaper or periodical.

Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary artistic or scientific character.

Note : Subject to the restrictions noted below, members of the staff are at liberty, without any sanction as contemplated in para 4 (b) above, to publish their original scientific works in journals of repute in India and abroad. If, however, they wish to indicate their official designations in the articles they want to publish previous sanction of the competent authority will be necessary.

Such articles must be strictly confined to purely scientific subjects and should not touch upon administrative matters. They shall be free from all political tinge. Publication of articles relating to India's boundary areas and the tribal population in such areas is prohibited without the previous permission of the competent authority.

5. Criticism of the School or its authorities : No staff member shall in any radio broadcast or in any document published anonymously or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion—

- (i) which has the effect of an adverse criticism of any current or recent policy or action of the School or of any of its authorities or Officers.
- (ii) which is capable of embarrassing the relations between the School and the Government or any other Institution or Organisation or members of the public.

Provided that nothing in this paragraph shall apply to any statement made or views expressed in one's official capacity or in the due performance of duties.

6. Evidence before Committees or any Other authority :

- (A) Save as provided in sub-para (C) below, no staff member shall, except with the previous sanction of the competent authority, give evidence in connection with any inquiry conducted by any person, committee or authority.

(B) Where any sanction has been accorded under Sub-para (A) while giving such evidence he shall not criticise the policy or any action of the School or the Government or any State Government.

(C) Nothing in this para shall apply to—

- (i) Evidence given at any inquiry before any authority appointed by the School; by Parliament or by a State Legislature; or
- (ii) evidence given in any judicial inquiry; or
- (iii) evidence given at any department inquiry ordered by the School

7. **Unauthorised communication of information :** No staff member shall, except in accordance with any general or special order of the competent authority or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any person to whom he is not authorised to communicate such document or information.

8. **Gift:** No staff member shall except with the previous sanction of the competent authority, accept or permit his wife or any other member of his family to accept from any person other than relations any gift of more than trifling value. The interpretation of the term 'trifling value' shall be the same as laid down in the Government Servants' Conduct Rules.

9. **Private trade or employment :** No staff member shall, except with the previous permission of the competent authority, engage directly or indirectly, in any trade or business or any private tuition or undertake any employment outside his official assignments.

Provided that the above restrictions shall not apply to academic work and consultative practice undertaken with the prior permission of the competent authority which may be given subject to such conditions as may be laid down by the Board.

10. **Investments, lending and borrowing :**

- (A) No staff member shall speculate in any business nor shall he make or permit his wife or any member of his family

to make; any investment likely to embarrass or influence him in the discharge of his official duties.

(B) No staff member shall lend money at interest to any person nor shall he borrow money from any person with whom he is likely to have official dealings.

11. **Insolvency, habitual indebtedness and consumption of intoxicating Drinks and Drugs :**

(A) A staff member shall so manage his private affairs as to avoid habitual indebtedness or insolvency. When he is found liable to arrest for debt or has recourse to insolvency or when it is found that a moiety of his salary is continuously being attached, he may be liable to dismissal. A staff member who becomes the subject of legal proceedings for insolvency shall forthwith report full facts to the School.

(B) A staff member who gets involved in some criminal proceedings shall immediately intimate that fact to the competent authority through the Head of the Department to which he is attached; irrespective of the fact whether he has been released on bail or not.

(C) A staff member shall :

- (i) strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which he may happen to be for the time being ;
- (ii) take due care that the performance of his duties is not affected in any way by the influence of any intoxicating drink or drug;
- (iii) not appear in a public place in a state of intoxication;
- (iv) not habitually use any intoxicating drink or drug to excess,

12. **Movable, immovable and valuable property :** Every member of the staff shall, on first appointment in the School service and thereafter at such intervals as may be prescribed by general or special orders of the competent authority, submit a return in such form as the Board may prescribe in this behalf of all immovable property owned acquired or inherited by him on lease or mortgage, either in his own name or in the name of any member of his

family or in the name of any other person.

13. Vindication of acts and character of employees : No staff member shall, except with the previous sanction of the competent authority, have recourse to any court of law or to the press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of a defamatory character.

Provided nothing in this byelaw shall be deemed to prohibit a staff member from vindicating his private character or any act done by him in his private capacity

14. Marriages etc. : A staff member intending to marry a person who holds a citizenship a foreign country shall seek prior permission of the Board.

No staff member whose wife is living shall contract another marriage without first obtaining the permission of the Board notwithstanding that a subsequent marriage is permissible under the personal and religious law for the time being applicable to him and violation of these rules will lead to immediate dismissal from the School service. No female staff member shall marry any person who has a wife living without first obtaining the permission of the Board.

15. Representations :

(a) Whenever a staff member wishes to put forth any claim or seeks redress of any grievance or of any wrong done to him, he must forward his case through proper channel, but shall not forward advance copies of his application to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.

(b) No staff member shall be signatory to any joint representation addressed to the authorities for redress of any grievance or for any other matter

16. Punishment, appeals, etc : An employee shall be governed by the provision of the relevant rules regarding imposition of penalties for breach of any these provisions and preference of appeals against any such action taken against him.

17. Interpretation :

The decision of the Board on all questions relating to the interpretation of these provisions shall be final.

SCHEDULE B

Leave Provisions

1. Definitions : In this Schedule unless the context otherwise requires :

(a) 'Commuted Leave' means leave as provided under para 16 of the specified duration under the School and includes periods spent on duty as well as on deputation and extraordinary leave.

(b) 'Completed years of service' means continuous service earned in respect of periods spent on duty.

(c) 'Half-pay Leave' means leave earned in respect of completed years of service calculated according to the provisions hereinafter contained.

(d) 'Leave' includes earned leave, half-pay leave, commuted leave, extraordinary leave and maternity leave.

(e) 'Staff' means members of the Academic staff.

2. Right of leave : Leave cannot be claimed as of right and when the exigencies of service so demand leave of any description may be refused or revoked by the authority empowered to sanction the leave.

3. Authority empowered to sanction leave :

- (1) Applications for leave shall be addressed to the Board by the Director and to the Director by the other members of the staff.
- (2) Leave may be sanctioned by the Director or by a member of the staff to whom the power has been delegated by the Director.
- (3) The Board may sanction leave to the Director, but the Director can avail himself of casual leave on his own authority.

4. Commencement and termination of leave :

- (1) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day preceding the one on which duty is resumed.
- (2) Sundays and other holidays or the vacation may be prefixed as well as suffixed to leave, subject to any limit of absence on leave prescribed under each category of leave.

5. **Combinaion of leave :** Except as otherwise provided in this Schedule, any kind of leave under these provisions may be granted in combination with or in continuation of any other kind of leave, subject to any limit on the aggregate period of absence as may be prescribed in such cases.

6. **Grant of leave beyond the date of the retirement and in the event of resignation :**

(1) No leave shall be granted beyond the date on which a member of the staff must compulsorily retire.

Provided that the authority empowered to grant leave may allow any member of the staff who had been denied earned leave in whole or in part on account of exigencies of service, the whole or any portion of the earned leave so denied even though it extends to a date beyond the date on which such a member of the staff must compulsorily retire.

Provided further that a member of the staff whose service has been extended in the interest of public service beyond the date of his compulsory retirement, may be granted earned leave as under :

(i) during the period of extension any earned leave due in respect of the period of such extension, and to the extent necessary, the earned leave which would have been granted to him under the preceding proviso had he retired on the date of compulsory retirement;

(ii) after the expiry of the period of extension

(a) the earned leave which could have been granted to him under the preceding proviso, had he retired on the date of compulsory retirement.

diminished by the amount of such leave as availed of during the period of extension, and

(b) any leave earned during the period of extension as had been formally applied for as preparatory to final cessation of his duties in sufficient time during the period of extension and refused to him on account of exigencies of public service;

(iii) in determining the amount of earned leave due dur-

ing the period of extension, the earned leave, if any, admissible under the preceding proviso shall be taken into account.

Note: For the purpose of this Schedule, a member of the staff may be deemed to have been denied leave only if a sufficient time before the date on which he must compulsorily retire or the date on which his duties finally cease he has either formally applied for leave and been refused it on the ground of exigencies of service or has ascertained in writing from the sanctioning authority that leave if applied for would not be granted on the aforesaid ground.

(2) If any employee of the School resigns, he shall not be granted either prior or subsequent to his resignation, any leave due to his credit provided that the Director, may, in any case, grant leave to an employee prior to his resignation if, in the opinion of the Director, the circumstances of the case justify such grant of leave.

7. **Conversion of one kind Of leave into another kind;**

(1) At the request of a member of the staff the sanctioning authority may convert any kind of leave including extraordinary leave, retrospectively, into leave of a different kind which may be admissible as on the day on which the member of the staff proceeded on leave; but the member of the staff cannot claim such conversion as a matter of right.

(2) If one kind of leave is converted into another the amount of leave salary and allowances admissible shall be recalculated and the arrears of leave salary and allowances paid or amounts overdrawn recovered, as the case may be

8. **Rejoining of duty on return from leave on medical grounds :**
A member of the staff who has been granted leave on medical certificate shall be required to produce a medical certificate of fitness before resuming duty.

9. **Rejoining of duty before the expiry of leave :** Except with the permission of the authority which granted the leave, on member of the staff on leave may return to duty before the expiry of the period of leave granted to him.

10. General :

- (1) Leave should always be applied for and sanctioned before it is taken, except in cases of emergency and for satisfactory reasons.
- (2) Continuous temporary service, followed by permanent service without any break, shall be included in permanent service for the purpose of computation of leave.

11. Kinds of leave :

The following kinds of leave shall be admissible to members of the staff :

- (a) Casual leave
- (b) Special Casual Leave
- (c) Special Leave
- (d) Half-pay Leave
- (e) Commuted Leave
- (f) Earned Leave
- (g) Extraordinary Leave
- (h) Maternity Leave
- (i) Quarantine Leave
- (j) Leave not due

12. Casual leave :

- (1) Casual leave is not earned by duty. A member of the staff on casual leave is not treated as absent from duty and his pay is not intermitted. casual leave cannot be claimed as of right and its grant is always subject to the exigencies of service and subject to a maximum of twelve days in the aggregate in a calendar year.
- (2) Casual leave may be granted at the discretion of the sanctioning authority, as and when occasion arises, provided that the total period of absence including Sundays and other holidays intervening, prefixed or suffixed shall not ordinarily exceed eight days at a time. Sundays and holidays, whether intervening, prefixed or or suffixed, shall not be counted as casual leave.
- (3) Casual leave cannot be combined with another kind of leave.

13. Special Casual leave :

- (i) Special casual leave, not counting towards ordinary casual

leave, may be granted to a member of the staff when he is—

- (i) summoned to serve as a Juror or Assessor or to give evidence before a court of law as a witness in civil or a criminal case in which his private interests are not at issue.
- (ii) deputed to attend a reference library of other institutes or conferences and scientific gatherings of learned and professional societies in the interest of the School :
- (iii) required to be absent for any other purposes approved by the Board.

- (2) The period of such leave admissible in a year shall ordinarily not exceed fifteen days but should, however; be sufficient to cover the period of absence necessary. The conditions under which such leave will be granted will, if necessary, be laid down by the Board.

14. **Special leave :** Members of the staff deputed for practical training in or out of India shall be entitled to special leave as may be determined by the Board in each case.

15. Half pay leave :

- (i) The half-pay leave admissible to a member of the staff in respect of each completed year of service shall be twenty days.
- (ii) Half-pay leave may be granted to a member of the staff on medical certificate or on private affairs. No half-pay leave may be granted to a member of the staff in temporary appointment except on medical certificate.

Provided that in case of a temporary member of the staff, no half-pay leave will be granted, unless the authority competent to sanction leave is ready to believe that the officer will return to duty on the expiry of leave, except in the case of an officer who has been declared completely and permanently incapacitated for further service by medical authorities.

16. **Commuted leave :** Commuted leave not exceeding half the amount of half-pay leave may be granted on medical certificate to a member of staff subject to the following conditions; namely ;

- (a) The commuted leave during the entire period of service shall be limited to a maximum of 240 days.
- (b) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.
- (c) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days, provided that no commuted leave may be granted under this provision, unless the authority competent to sanction leave has reason to believe that the officer will return to duty on its expiry.

17. **Earned leave:** Earned leave admissible to members of the vacation staff:

- (i) During the period of one academic year, the period of vacation for an employee entitled to it will be sixty days.
- (ii) In case such a member of the staff is required to remain on duty during the whole or any part of the vacation, he shall be eligible to the following amount of earned leave on full pay:

| | |
|----------------------------------|---|
| Duration of duty during vacation | Eligibility to earned leave on full pay |
| Entire vacation | <u>30 days</u> |
| | No. of days of vacation not availed of |
| Part of vacation : : 30 X | <u>No. days of the entire vacation</u> |

Note : (i) A member of the staff shall cease to earn such leave when the earned leave amount to 180 days.

- (ii) The maximum amounts of earned leave that can be granted to a member of the staff at a time shall be 120 days.

18. **Extraordinary leave :**

- (1) Extraordinary leave shall always be without leave salary and may be granted when no other kind of leave is admissible, or when other leave being admissible, the member of the staff concerned specifically applied in writing for the grant of extraordinary leave.
- (2) The period of extraordinary leave shall not count for

increment except when such leave is granted due to sickness on medical certificate or for prosecuting higher studies, provided that in case of any doubt whether the extraordinary leave taken was for prosecuting higher studies or not, the decision of the Chairman shall be final.

(3) (a) Except in the case of a permanent employee, the duration of extraordinary leave on any one occasion shall not exceed the following limits :

- (i) Three months.
- (ii) Six months, where the employee has completed three years continuous service on the date of expiry of the leave admissible to him under the rules, and his request for such leave is supported by a medical certificate.

(iii) Eighteen months, where the employee is suffering from tuberculosis or leprosy and undergoing treatment in a recognised clinic or under a specialist.

(b) Where an employee, other than a permanent employee, fails to resume duty on the expiry to the maximum amount of extraordinary leave granted to him, or where such an employee who was granted a lesser amount of extraordinary leave than the maximum amount admissible to him, remains absent from duty for any period which, together with the period of extraordinary leave granted to him, exceeds the limit upto which he could have been granted extraordinary leave under sub-para (a) of this para, he unless the Board, in view of the exceptional circumstances of the case, otherwise determines, be deemed to have resigned his appointment and shall cease to be in the School Service.

(4) The authority empowered to grant leave may commute retrospectively the period of absence without leave into extraordinary leave.

Note : The power of commuting retrospectively periods of absence without leave into extraordinary leave is absolute and not subject to the conditions mentioned in (1) above.

19. Maternity leave :

- (a) Maternity leave may be granted to a woman member of the staff on full pay for a period which may extend upto the end of three months from the date of its commencement, or to the end of six weeks from the date of confinement, whichever is earlier. Maternity leave may also be granted in cases of miscarriage including abortion, subject to the condition that the leave applied for does not exceed six weeks and the application for leave is supported by a medical certificate.
- (b) Maternity leave shall not be debited to the leave account
- (c) Maternity leave may be combined with leave of any other kind except casual leave, but any leave applied for in continuation of maternity leave may be granted only if the application is supported by a medical certificate.

20. Quarantine Leave

- (1) Quarantine leave is granted when a member of staff is precluded under orders of the competent medical authority from attending office in consequence of an infectious disease in his family or household. Such leave can be granted only on the certificate of a Medical or Public Health Officer. Maximum duration of quarantine leave is ordinarily twenty one days and may be extended upto thirty days in exceptional circumstances. Any absence beyond these limits has to be treated as regular leave. A member of staff on quarantine leave is not treated as absent from duty and his pay is not interrupted.
- (2) Quarantine leave is not admissible if the member of staff himself is suffering from an infectious disease.
- (3) Cholera, Small-pox, plague, Diphtheria, Typhus fever and Cerebrospinal Meningitis can be treated as infectious diseases for the grant of quarantine leave. In the case of Chicken-pox, however, no quarantine leave can be granted unless the Health Officer considers that in view of some doubt about the nature of the disease there is reason for grant of such leave.

21. Leave not due :

- (1) Save as in the case of leave preparatory to retirement, leave not due may be granted to a permanent member of staff both on medical certificate and on private affairs for a period not exceeding 360 days during his entire service out of which not more than 180 days in all can be on private affairs.
- (2) Leave not due shall be granted to a member of staff only if the sanctioning authority is satisfied that there is reasonable chance of the member of staff returning to duty on expiry of leave and shall be limited to half-pay leave which he is likely to earn thereafter.
- (3) Leave not due is admissible when no other kind of leave is due and admissible.
- (4) A member of staff while on leave not due is entitled to the same leave salary as during half-pay leave.

22. Vacation leave and Leave Salary :

- (i) An employee of the School entitled to vacation shall be eligible for pay and allowances at full rates during the period of vacation.
- (ii) A member of academic staff on earned leave is entitled to the leave salary equal to the average monthly pay drawn during the 10 complete months immediately preceding the month in which the leave commences or the substantive pay to which he is entitled immediately before the commencement of the leave, whichever is greater.
- (iii) A member of academic staff on half pay leave is entitled to leave salary equal to the half amount specified in (2) above subject to a maximum of Rs. 750/- provided that the limit will not apply if the leave is on medical certificate.
- (iv) A member of the staff on commuted leave is entitled to leave salary equal to twice the amount specified in (3) above.
- 23. Increment during leave :** If the increment falls during the leave other than casual leave, the effect of increase in pay shall be given from the day following the date of

expiry (last day) of the leave as such, without prejudice to the normal date of increment.

24. **Limit of total absence :** A member of the staff ceases to be in the service of the School if he is continuously absent from duty for five years, whether with or without leave, unless such absence is absence on foreign service in India.

ISM 2

i r

i i

PRINTED AT THE SUJATA PRINTERS, DHANBAD AND
PUBLISHED BY THE REGISTRAR INDIAN SCHOOL OF MINES,
DHANBAD - 826004