



SULTAN-UL-ULOOM EDUCATION SOCIETY

**“Mount Pleasant”, 8-2-249 to 267, Road No.3,
Banjara Hills, Hyderabad-500 034**

SERVICE RULES

SULTAN-UL-ULOOM EDUCATION SOCIETY

SERVICE RULES

1. PREAMBLE

In accordance with its Memorandum of Association the Sultan-ul-Uloom-ul-Uloom Education Society, as a Muslim Minority Organisation, is competent under Article 30 of the Constitution of India to establish and administer Educational Institutions of its choice to promote scientific education and develop the character of the younger generation, particularly of Muslims. Having established such Institutions, the Society hereby makes Service Rules covering employees of the Society and its constituent educational institutions.

2. SHORT TITLE & COMMENCEMENT

These Rules may be called the General Service Rules of the Sultan-ul-Uloom Education Society and shall be applicable to the Society and its constituent education institutions run by the Sultan-ul-Uloom Education Society. They shall come into force with effect on and from 9th September, 2002 and may for brevity be referred to as the General Rules.

3. DEFINITIONS

In these rules unless there is anything repugnant to the subject or the context

- (a) The Society means the Sultan-ul-Uloom Education Society
- (b) (i) The Board means the Board of Governors of the Society
(ii) The expressions, the Secretary or the Honorary Secretary shall mean the Honorary Secretary of the Society
- (c) Institution means any Educational Institution (School or College) established, controlled or taken over by the Society
- (d) The Governing Council means the Governing Council constituted by the Board for the Institution
- (e) Employee means any person employed in any Institution in any category of service (teaching and non-teaching) whether permanent or temporary or on daily wage basis

N.B. The Principal will be the Head of the Institution whether it is School or College.
The Principals will be responsible to the Governing Council for managing the affairs of the Institutions of which they are in charge

- (f) 'Inferior Service' means the posts that are not covered in the Superior Service, including all Class-IV and Class-III employees, namely, Lab Attendants, Lab. Attenders, Security Guards, Gardeners, Plumbers, Carpenters, Electricians and all lower posts paid from contingencies

(g) "Superior Services" means all other posts not mentioned in the inferior service viz., all Teaching Staff and Non-Teaching Staff including Office Superintendents, Lab Supervisors, Computer Programmers, Computer Operators, Senior Assistants, Jr. Assistants- cum- Typists, Record Assistants and others

(h) "Appointed to a post" – A person is said to be "appointed to a post" when in accordance with these rules or in accordance with the rules applicable at the time, as the case may be, he discharges for the first time the duties of a post or commences the probation, instruction or training prescribed therefor.

Explanation : The appointment of a person holding one post to hold additional charge of another post or to discharge the current duties thereof does not amount to appointment to the later post

(i) "Approved candidate" means a candidate whose name appears in an authoritative list of candidates approved for appointment to a post.

(j) "Approved Probationer" in a service, class or category means a member of that service, class or category who has satisfactorily completed his probation and awaits appointment as a full member of such service, class or category

(k) "Cadre" means the sanctioned strength of a service or an establishment

(l) "Discharge of a Probationer" means, in case the probationer is a full member or an approved probationer of another service, class or category, reverting him to such service, class or category and in any other case, dispensing with his services

(m) "On Duty" – A person is said to be "on duty"

(i) when he is performing the duties of a post to which he is appointed or undergoing the probation, instruction or training prescribed for such post, provided that the performance of the said duties is followed by confirmation; or

(ii) when he is absent from duty on authorized holidays or on casual leave taken in accordance with the instructions regulating such leave issued by the Board of Governors having been on duty immediately before and immediately after such Absence; or

(iii) when he, being eligible to avail vacation, is absent during the vacation; or

(iv) when he is attending conferences of learned societies on deputation by the Society; or

(v) while he is on joining time; or

(vi) when he is absent from headquarters or from his routine work attending to other Society work not connected with his usual routine to which he has been Specifically deputed in his official capacity by a competent authority.

- (n) "Full Member" of a service means a person who has been appointed substantively to a permanent post borne on the cadre thereof
- (o) "Honorarium" means a recurring or non recurring payment granted to an employee as remuneration for a special or professional work
- (p) "Joining Time" means the time allowed to an employee to enable him to join a new post at a different station to which he is appointed while on duty in his old post
- (q) "Lien" means the title of an employee to hold substantively, either immediately or on the termination of a period or periods of absence, a permanent post including a tenure post, to which he has been appointed substantively
- (r) "Member of a Ministerial Staff" means an employee whose duties are entirely clerical and any other class of employees specially defined as such by the Board
- (s) "Member of a Society Service" means a person who has been appointed to the staff of the Society or any Institution under the control of the Society and who has not retired or resigned, or who has not been removed or dismissed, or has not been discharged otherwise than for want of a vacancy. He may be a probationer, an approved probationer, or a full member in the Society service
- (t) "Month" means a calendar month. In calculating a period expressed in terms of months and days, complete calendar months, irrespective of the number of days in each, should first be calculated and then add number of days calculated subsequently

Example-I

In calculating 3 months 25 days on and from 20th January the following method be adopted :

	<u>Year</u>	<u>Months</u>	<u>Days</u>
20 th January to 31 st January	0	0	12
February to April	0	3	0
1 st May to 13 th May	0	0	13
	-----	-----	-----
Total :	0	3	25
	-----	-----	-----

Example-II

	<u>Year</u>	<u>Months</u>	<u>Days</u>
30 th January to 31 st January	0	0	2
February	0	1	0
1 st March to 2 nd March	0	0	2
	----	----	----
Total :	0	1	4
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- (u) "Officiate" means an employee officiates in a post when he performs the duties of a post on which another person holds a lien. A person may, however, be appointed to officiate in a vacant post on which no other person holds a lien
- (v) "Pay" means the amount drawn monthly by an employee as the pay which has been sanctioned for the post held by him, substantively or in an officiating capacity and special pay and personal pay if any, and any other emoluments which may be specially classed as a "pay" by the Board
- (w) "Personal Pay" means additional pay granted to an employee
- (i) to save him from a loss of substantive pay in respect of a permanent post, other than a tenure post, due to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure; or
- (ii) in exceptional circumstances, on other personal considerations
- (x) "Permanent Post" means a post carrying a definite rate of pay sanctioned without limit of time and included in the cadre of sanctioned posts
- (y) "Presumptive Pay of a post" when used with reference to any particular employee means the pay to which he would be entitled if he had held the post substantively and had been performing its duties; but it does not include special pay unless the employee performs or discharges the work or responsibility, in consideration of which the special pay was sanctioned
- (z) "Probationer in a post" means an employee who has not completed the period of his probation as prescribed in that post
- aa) "Period of probation" means the period of probation prescribed by Rules in the order of appointment
- ab) "Promotion" means the appointment of a member of any category or grade of a service or a class of service to a higher category or grade of such service or such class of service

- ac) "Recruitment" means a candidate is said to be recruited directly to a post, in case his appointment thereto is made otherwise than (i) by promotion from a lower post, or (ii) by transfer from any other class or service in Society Service; or (iii) by re-employment of a retired employee
- ad) "Appointment" means a candidate is said to be recruited by transfer to a service if at the time of his first appointment thereto he is either a full member or an approved probationer in any other service
- ae) "Special Pay" means in addition to the nature of pay, to the emoluments of a post or of a Society employee granted in consideration of the specially arduous nature of the duties or of a specific addition to the work or responsibility
- af) "Subsistence Grant" means a monthly grant made to an employee who is under suspension and not in receipt of a pay or leave salary
- ag) "Substantive Pay" means the pay other than special pay, personal pay or emoluments classed as pay by the Board to which an employee is entitled to on account of a post to which he has been appointed substantively or by reasons of his substantive position in a cadre
- ah) "Temporary Post" means a post carrying a definite rate of pay sanctioned for a limited time
- ai) "Tenure Post" means a permanent post which an individual employee may not hold for more than a limited period
- aj) "Time Scale of Pay" means pay which, subject to any conditions prescribed in these Rules raises by periodical increments from a minimum to the maximum
- ak) "Travelling Allowance": Travelling Allowance means an allowance granted to an employee to cover the expenses which he incurs in travelling in the interest of the official work
- al) Words importing either gender shall be taken to include those of the other gender, if circumstances so require.

4.(a) ESTIMATE OF VACANCIES

The strength and composition of the teaching staff in the various Institutions shall depend upon the requirements of the Institution according to the syllabus prescribed by the University or other concerned authority for various disciplines and the quantum of work required to be shouldered by the teaching staff. The requirements shall be assessed by the Head of the Institution each year taking into account, inter-alia, variations if any in the syllabus and the need either to strengthen or reduce any of the staff. Such assessment will be communicated to the Secretary who shall convey it to the Board of Governors in case any action is considered necessary.

(b) RECRUITMENT**(i) For Posts in affiliated Institutions**

The recruitment of teaching staff to any posts in an institution affiliated to the University, shall be done by open competition in the prescribed manner and in accordance with the conditions and rules laid down by the University as provided in the terms of affiliation. The selections to teaching posts shall be done by a Staff Selection Committee to be constituted by the Board in the manner prescribed by the University from time to time. The qualifications, age and experience prescribed for recruitment of teachers to the various categories of posts, shall also be in conformity with those stipulated by the University

(ii) For posts in Non-Affiliated Institutions

In the case of recruitment of staff for institutions not affiliated to a University, a Selection Committee shall be constituted by the Board and the age, qualifications and experience etc. both for the teaching and non-teaching staff shall be as laid down by the Government for the respective categories of posts from time to time

5. ACCEPTANCE OF RECOMMENDATIONS OF STAFF SELECTION COMMITTEE

All recommendations made by the Staff Selection Committee shall be placed before the Board for its approval.

6. Appointment of Candidates: The appointment of selected candidates to the respective posts shall be made by the Secretary of the Society from out of the approved list of candidates.

7. MEDICAL FITNESS, VERIFICATION OF ANTECEDENTS

(a) All selected candidates shall, before being appointed to the posts, have to produce a certificate of Medical fitness in the prescribed form from an approved Medical practitioner. It will be open to the Institution also to satisfy itself as regards the suitability, character and antecedents of a selected candidate before finalising his appointment.

(b) No person who is not a citizen of India shall be eligible for appointment in any Institution in any capacity

Validity of select list

8. The list of approved candidates shall normally be treated as valid for a period not more than one year

9. AGREEMENT

Every selected candidate shall, before being appointed to the post, execute an agreement in the prescribed form. Any matter not covered by the agreement shall be governed by the appropriate provision in the General Rules

10. PROBATION

(a) All appointments shall be on probation for a period of 2 years. In case the selected candidate is an in-service candidate, the Board, may, at its discretion reduce the period of probation to not less than one year

Assessment

(b) The service of a probationer during the period of probation shall be assessed from time to time by the Head of the Institution

EXTENSION OR TERMINATION OF PROBATION OR CONFIRMATION

(c) The Board may also, in its discretion, extend the period of probation of a probationer by not more than one year. At the end of the period, or extended period, of probation of an employee, his services may either be dispensed with, after giving one month's notice or pay in lieu thereof, or confirmed depending on the performance of his duties or the passing of the tests or acquisition of qualifications or completion of the orientation programme. It shall not be necessary for the Board to give any reason for the termination or extension of the period of probation of a probationer

Provided, however that if the termination of probation and the discharge of the probationer from service is made as a measure of punishment on grounds of any specific fault or misconduct, etc. it will be necessary to follow the procedure applicable for the imposition of a penalty on a member of the Service. In such cases, no notice or notice pay is called for.

Increment during probation

11. Where the period of probation is 2 years, a probationer shall be entitled to get the first annual increment at the end of the first year of probation, if he is found fit to continue his probation for the second year. The next increment can be sanctioned to him only from the date on which he is confirmed in the post or he is declared to have satisfactorily completed his probation.

12. EMERGENCY RECRUITMENT

Where it is necessary in the interest of an institution to fill a vacancy of a teacher on emergency basis, the Board may make adhoc appointment after selection of a candidate by an Adhoc Selection Committee. The composition of the Adhoc Selection Committee for a College shall be :

- 1 Chairman of the Governing Council of the College
- 2 Hon. Secretary of the Society
- 3 Principal of the College
- 4 Concerned Head of the Department

For School:

- 1 The Secretary
- 2 The Concerned Principal, and
- 3 A nominee of the Board

13. Candidates appointed on an adhoc basis shall also be entitled to annual increments for each completed year of service, if their services are continued beyond a period of one year. They shall not, however, be entitled to be confirmed or treated as regular appointees irrespective of the length of service on adhoc basis. Such candidates may seek regular selection by appearing before the Staff Selection Committee, along with other open market candidates, by applying for the posts, in the prescribed manner, as and when the posts are advertised for direct recruitment. The services of Adhoc employees who fail to get selected by the Staff Selection Committee shall be terminated without any notice

Provided, however, that it shall be open to the Board to permit the adhoc services of an employee, who has been subsequently selected by the Staff Selection Committee, to be counted for probation, increments and/or leave. Provided also that this concession shall not, by itself, entitle such candidate to any seniority over the regularly selected candidates of the same batch or earlier batches

Seniority

14 (a) The inter-se seniority of candidates selected by the Staff Selection Committee for any category in a unit shall be based on the ranking given to them in that batch by the Staff Selection Committee at the time of selection. Subject to the foregoing, the seniority of the holders of posts in any category of service in a unit shall be determined by the date of their appointment of that category

Advance increments not to affect seniority

(b) The grant of advance increments or higher start to a candidate shall not by itself entitle him to seniority over other candidates of the same or earlier batches

(c) (1) If two or more persons are appointed simultaneously to any post in a Department, their seniority shall be decided on the basis of order of preference recommended by the Selection Committee

(2) Date of joining to this Society Service, which counts towards probation shall be taken into account for fixing inter-se seniority, in case of recruitment to various posts by different Selection Committees

(3) If the seniority could not be decided under the above rules (1) & (2) then in the case of two or more persons are appointed in any department (s) simultaneously, the seniority in the lower cadre in this Society shall be considered for deciding seniority in the higher cadre

(4) If the seniority could not be decided under the above rules, then qualifying full time service of a teacher in other Government/Aided/Recognised Institutions in the cadre of Lecturer/Reader, or any other category as the case may be, shall be taken into account

(5) If the issue remains still undecided, then seniority in age, can be taken into account to decide seniority i.e. whoever is aged shall be the senior

(6) In case of candidates who were recruited through different Selection Committees and joined on the same day and at present not in the service of the Society, their seniority shall be decided taking their previous service in the same cadre into consideration

15. RETRENCHMENT

In the event of any reduction in the number of posts in any category, the retrenchment of the staff in that category shall, to the extent necessary, be made as follows :

- (a) First, in the order of Juniority/among the adhoc appointees.
- (b) Second, in the order of Juniority among such of the regularly selected candidates of the Staff Selection Committees as are still on probation.
- (c) Third, in the order of Juniority among those who have satisfactorily completed their probation,

Confirmed employees shall not as a rule be retrenched except for reason of omission of a subject or discipline or Course, as the case may be, from the curriculum and the services of such confirmed employee cannot be utilised for a different or new subject, discipline or Course

16. PROMOTION

Where appointment to a post borne on the cadre of a service is to be made by promotion from the holders of posts borne on the next lower scale of pay, such promotion shall be made :

- (a) of only those possessing the qualifications, etc. prescribed for the higher post and
- (b) on the basis of merit and ability, seniority being considered only where merit and ability are approximately equal. Determination of merit and ability shall be based on the qualifications of the employees and the assessment and appraisals made by the Head of the Unit and/or the Head of the Institution in respect of the employees.

17. REVERSION OF TEMPORARY PROMOTEES

Promotions made on a temporary basis or for a specified period shall be liable to be terminated at the end of the period of appointment. In such an event the employee reverts to his earlier post. No reason or notice shall be required to be given for such reversion.

18. RETIRED PERSONS OR CONTRACT OFFICERS

(a) It shall be open to an Institution to appoint with the approval of the Board, persons who have retired from Government or University service if it is considered that the services of such persons would be in the interests of the Institution. The maximum age upto which retired persons could be employed in the aforesaid manner shall normally be 65 years subject to the approval of the appropriate authority

(b) In like manner, the Institution may appoint officers or teachers on contract basis for a specified period

In both the above cases, the terms and conditions which shall govern their appointments such as the remuneration that may be paid the admissibility of any increments or other allowances, the liability of the employee to contribute to any funds such as Provident Fund, Pension fund etc., the period of notice or any other conditions required for the termination of such appointments shall be spelt out in an Agreement to be executed between the employee concerned and the Secretary

19. AGE LIMIT

No person who has not attained the age of 18 years on the date of appointment shall be eligible to be appointed to any post in any Institution either temporarily or permanently or on contract basis. The maximum age upto which an employee can continue in service shall be that which is applicable to corresponding employees in the University (in the case of Institutions affiliated to the University) and that which obtained in Government for other employees holding corresponding posts.

20. PART-TIME APPOINTMENTS

Where circumstances so require the Principal of an Institution may, with the concurrence of the Chairman of the Governing Council, appoint qualified and competent teachers on purely part- time basis on a remuneration fixed by the Board for such part-time employees.

21. PAY AND PAY SCALES

(a) Scale of Pay : The pay scales applicable to the holders of various posts in an Institution shall be those which shall be fixed by the Board from time to time. Provided that in doing so, the Board shall take into account the pay-scales applicable to corresponding posts in the University in the light of the terms and conditions of affiliation. In the case of Institutions not affiliated to the University the Board may take into account the scales obtaining for similar posts in the Government.

(b) Accrual of Increments : the increments specified in the various scales of pay shall, unless withheld by the competent authority, accrue and sanctioned to every employee every year on the due date, such due date being reckoned at the end of every period of 12 months from the date of appointment of an employee. This provision shall not apply in the case of Probationers.

22. GENERAL

(a) The rules relating to classification, discipline, control and appeal, the rules relating to the conduct of the employees, the leave rules and such other rules framed by the Board from time to time as also any conditions imposing a cut being made in the emoluments of an employee for the purpose of employees contribution to any beneficial funds, insurance or any other terminal benefits shall be binding on every employee other than part-time employees, retired employees and those appointed on contract basis

(b) The full time of every permanent, temporary or adhoc employee other than a part-time employee, shall be at the disposal of the Institution in which he is appointed. It shall be open to the Head of the Institution to allot to him any responsible work, if and when necessary, in addition to his normal duties without having to pay any additional remuneration

(c) No employee shall have a right to demand his deputation to any other Institution within or outside the control of the Society or for being sent on leave for higher studies, retaining his lien on the post held by him in the Institution. It will be the sole discretion of the Board to entertain or reject any request of this nature without giving any reason or justification for its action in this behalf

(d) Lien of a deputed employee

If the Board agrees to the deputation of a confirmed employee to any other Institution or Service, his lien shall be maintained on his substantive post for such period and subject to such terms as may be decided by the Board

Any appointments made in the vacancy of a deputed employee shall be subject to retaining his lien on the post held by him

(e) Resignation

The resignation of any teacher from the service of the Society shall be dealt with in accordance with the terms of 'Agreement'. In the case of other employees, it shall be dealt with in accordance with the relevant provisions obtaining in the Government

23. POWER OF RELAXATION

Notwithstanding anything stated in any of the rules and regulations, the Board shall have full powers to make any relaxation of any rule and/or regulation for making appointments or transfers or sanctioning any new scales of pay or allowances or leave of any kind or grant any other concessions or benefits whatsoever to any employee already in service or to any candidate proposed to be employed in any Institution in any capacity

Provided, however, that no such decision in the case of an existing employee shall be less favourable than is permissible in the existing rules

24. DELEGATION OR CONTROL OF FINANCIAL AND ADMINISTRATIVE POWERS

The Board of Governors may, by issue of orders from time to time, delegate or withdraw or restrict, regulate or control any power or authority which the Principals or Heads of Units of any Institution may exercise in matters of an administrative or financial nature.

Guidelines for advertising posts for direct recruitment under Rule 4 B(a) of the Rules, as contained in Appendix-I, Medical Certificate under Rule 7 (a) of the Rules as contained in Appendix-II and Service Agreement under Rules 9 & 18 of the Rules as contained in Appendix-III in the existing Rules may be adopted as it is in the proposed Rules.

APPENDIX - I

Guidelines for advertising posts for direct recruitment

[vide General Rule 4 (b) (i)]

Posts intended to be filled by direct recruitment in open competition shall be advertised in atleast 2 News papers having large circulation. The advertisement shall normally allow a period of 3 weeks for the candidates to apply for the post.

The advertisement should clearly mention the following :

- a) The basic degree (in the particular discipline) required for the post and also the class (First Class, Second Class etc.) which the candidate must have secured in that respective degree.
- b) Any preferential qualifications such as teaching experience, industrial experience etc.
- c) The pay scale and the fact that allowances such as D.A., H.R.A. etc., as may be provided in the rules of the Society from time to time would be admissible.
- d) The number of posts to be filled up and the nature of the vacancy, such as permanent or temporary.
- e) The maximum age prescribed and any possibility of relaxation therein.

In the context of the practice presently obtaining, it would be further desirable to state that no application fees is payable and no specific form of application is prescribed.

The usual details such as last date for receiving applications and that the candidates shall enclose copies of all relevant certificates and testimonials should be mentioned.

A warning that canvassing in any form will disqualify the candidate may also be provided.

If for reasons of economy it is proposed to condense the details, the advertisement may mention the basic degree and the class required for the post, the pay-scale and the availability of allowances and the last date of receiving application. A note may be added that all further details such as age, preferential qualifications etc. may be obtained from the office of the Principal.

APPENDIX-II

Name : _____

Designation: _____

Date : _____

MEDICAL CERTIFICATE
(Vide Rule 7 (a))

I hereby certify that I have examined Mr./Miss/Mrs _____ son/daughter/wife of Mr. _____ a candidate for employment as _____ in the _____ and cannot discover that he/she has any disease (communicable or otherwise); constitutional weakness, or bodily infirmity except _____ I do not consider this a disqualification for employment as mentioned above. The candidate's age, according to his/her own statement is _____ years and by appearance he/she is about _____ years of age. He/she has/had not been vaccinated or has/had Small Pox.

Signature & seal of nominated
Medical Officer

Date: _____

Place: _____

APPENDIX-III**SULTAN-UL-ULOOM EDUCATION SOCIETY**

"Mount Pleasant", 8-2-249, Road No.3, Banjara Hills, Hyderabad - 500 034. A.P.

Tel. : 0091-040-3351986, 3357195 Fax. : 0091-040-3350605

**SERVICE AGREEMENT**

This Agreement is entered into on this _____ day of _____ Two thousand _____ between the Honorary Secretary, Sultan-ul-Uloom Education Society for and on behalf of the Board of Governors of the said Society (hereinafter called the Employer) on the one part and Mr./Miss./Mrs. _____ son/daughter/wife of Mr. _____ aged _____ born on _____ and whose permanent residential address is _____ and address for correspondence is _____ (hereinafter called the Employee) on the other part.

And that where as the Employee had entered into an agreement dated _____ and the management and the Employee have now agreed to revise the agreement as there were several things missing in that agreement like age, date of birth, address, etc. which are now being incorporated in the revised agreement.

The Employer has agreed to employ the Employee and the Employee has agreed to serve the Institution on the following terms and conditions :

1. That the Employer hereby engages the Employee with effect from _____ as a _____ in _____ to perform such duties as may be entrusted to him/her in the interest of the institution, by the concerned Principal or his nominee.
2. That the employee shall be paid a Basic / Consolidated Salary of Rs. _____ (Rupees _____) per month in the Pay Scale of Rs. _____ along with all other allowances currently in force in the Institution or as might, at its discretion, be revised or re-fixed by the Board of Governors of the Sultan-ul-Uloom Education Society from time to time. The employee shall be paid the salary on or before the 05th of each calendar month, for his services during the previous month. The Employer shall deduct from the pay at source the amount due as Income Tax, Contributory Provident Fund or

such other amounts or deductions as might be permitted or enjoined by the Rules in force.

3. That the Employee shall be on Probation for a minimum period of ____ years at the end of which the Board of Governors may either confirm the Employee, or extend the period of Probation for a further period not exceeding one year, or terminate the Probation and dis-charge the employee depending on the performance of the Employee during the period of probation being satisfactory or otherwise. During the probation period, this Agreement will be terminable by either party by giving a Notice of one month or one month's salary in lieu of Notice. Where the period of notice does not synchronize with the end of a term, the period should be so adjusted as to terminated at the end of a term, so however, that the notice period shall not be less than a minimum of one month.
4. After the employee is confirmed in service, the Agreement could be terminated by either party, only by giving three months notice or three months salary in lieu of notice. The employer shall, however have the discretion to terminate the employee's services at any time during the currency of the notice period on payment, by the Institution, of salary in lieu of the remaining period of the notice even before the end of a term. Any leave availed by an employee, after issue of notice of resignation from service shall not count towards such notice period. The employee cannot resign while availing leave of any type.
5. Without prejudice of the provisions contained in any other terms of this Agreement, the employee shall hold office until he/she attains the age of 60 years. The employer may at his discretion, grant an extension in service to the employee of one year at a time not exceeding 5 years in aggregate.
6. The employee will be entitled to avail the vacation fully, if he/she has worked for the full academic year. Where the service rendered is less than one academic year, the manner in which the vacation may be availed shall be laid down in Muffakham Jah College of Engineering & Technology circular No.CET/SES/VACATION/553 dated the 26th April, 1986.
7. That the employee will not absent himself/herself without obtaining the prior sanction, in writing, of the Principal or any other Officer authorised to grant such permission except where such absence without permission is due to reasons beyond the control of the employee.
8. The employee shall devote his/her whole time for the discharge of the duties entrusted to him/her by the employer or the Principal and will not on his/her own account either directly or indirectly carry on or be connected with any business or trade. In this as in other matters relating to his work or conduct,

the Sultan-ul-Uloom Education Society Employees Conduct Rules 1990 shall be binding on the employee.

9. (i) The employer has full authority to place the employee under suspension where,
 - (a) Disciplinary proceedings against him/her are contemplated or are initiated, or
 - (b) A case against the employee in respect of any criminal offence is under investigation or trial, or
 - (c) He/She is charged with embezzlement, or
 - (d) He/she is charged with any misbehavior, or the like towards any authority of the Institution or any parent/guardian/student or other employee of the Institution.

Where any doubt is expressed as to whether any action or conduct of the employee amount to misbehavior, the decision of the employer shall be final and binding.

- (ii) During the period of suspension the employee will be entitled to receive only subsistence allowance amounting to 1/2 of his/her emoluments. If after conclusion of the enquiry against him/her, the employee is held guilty, his/her services shall be terminated without any notice or notice pay. If the employee is reinstated taking a lenient view in regards to the charges framed against him/her, he/she shall get for the period of suspension such amounts as may be decided upon by the Board of Governors after deducting the amount already paid as subsistence allowance. If the employee is fully exonerated he/she will be reinstated and paid full pay and allowances for the period of suspension after deducting the subsistence allowance already paid.

10. Subject to the approval of the Board of Governors the services of the employee may be terminated by the Hony. Secretary on any of the grounds mentioned below subject to payment of notice pay of 3 months.

- (a) If satisfied on medical evidence that the employee is unfit to discharge his/her duties and is likely to be so for a considerable period. Before arriving at this conclusion, the Principal of the Institution shall refer the case of the employee to any established hospital or to any Medical Practitioner nominated by the Board of Governors.
- (b) General retrenchment decided upon for reasons of financial stringency or for other reasons such as (i) abolition of the subject (ii) abolition of a Section or Class (iii) Change in syllabus etc.

The employer shall have full authority to remove, dismiss or reduce in rank an employee. In such cases, the procedure laid down under the Classification, Control and Appeal Rules of the Society shall be followed.

11. Where it is intended to impose a minor penalty e.g. censure, withholding of increment, recovery from pay of the whole or any part of any pecuniary loss caused by the employee by negligence or breach of orders, the employer may direct the Principal of the Institution to convey to the employee the charges on which the penalty is proposed to be imposed and take a decision in regard to the imposition of the penalty after giving an opportunity to the employee to submit his explanation or representation in regard to the charges.
12. Subject to sanction and to any restrictions as may be imposed by the Principal, the employee shall be entitled to the benefits of such leave as is provided for in the leave rules governing the teaching staff of the institution.
13. (a) The employee is eligible for all the holidays notified by the Institution. He/she shall, not, however, be entitled to avail a particular holiday or holidays if the Principal requires the presence of the employee in connection with any meeting or for the discharge of any other academic duties or responsibilities. In such an event the Principal may, at his discretion, permit the employee to avail any other day as a compensatory holiday.

(b) The employee shall necessarily obtain written permission from the Principal in case the former intends to leave the station even if he is availing leave or vacation
14. An employee shall be bound to subscribe to the Government Contributory Provident Fund such percentage of his pay as may be required or permissible under the rules in force. The employer shall also make such contribution as may be required in terms of the said rules.

In case of any dispute arising as to the interpretation of any part of this Agreement or the Rules governing the Conduct of the employee or the disciplinary rules of the Society called the Classification, Control & Appeal Rules of the Society, the interpretation of the employer shall be final and binding.

Provided, however, that if an employee is aggrieved by any interpretation given by the employer in respect of any of the following matter :

- (a) Professional competence of the employee.
- (b) Orders of dismissal or removal from service or reduction in rank.

He /she shall have a right of appeal to the Board of Governors of the Society. The decision of the Board shall be final and binding on the employee.

for SULTAN-UL-ULOOM EDUCATION SOCIETY

Signature of the Hony. Secretary
(Employer)

Signature of the Employee

WITNESSES:

1.

2.

NOTE: The Employee has to enclose the documentary evidence of his date of birth along with this Service Agreement.