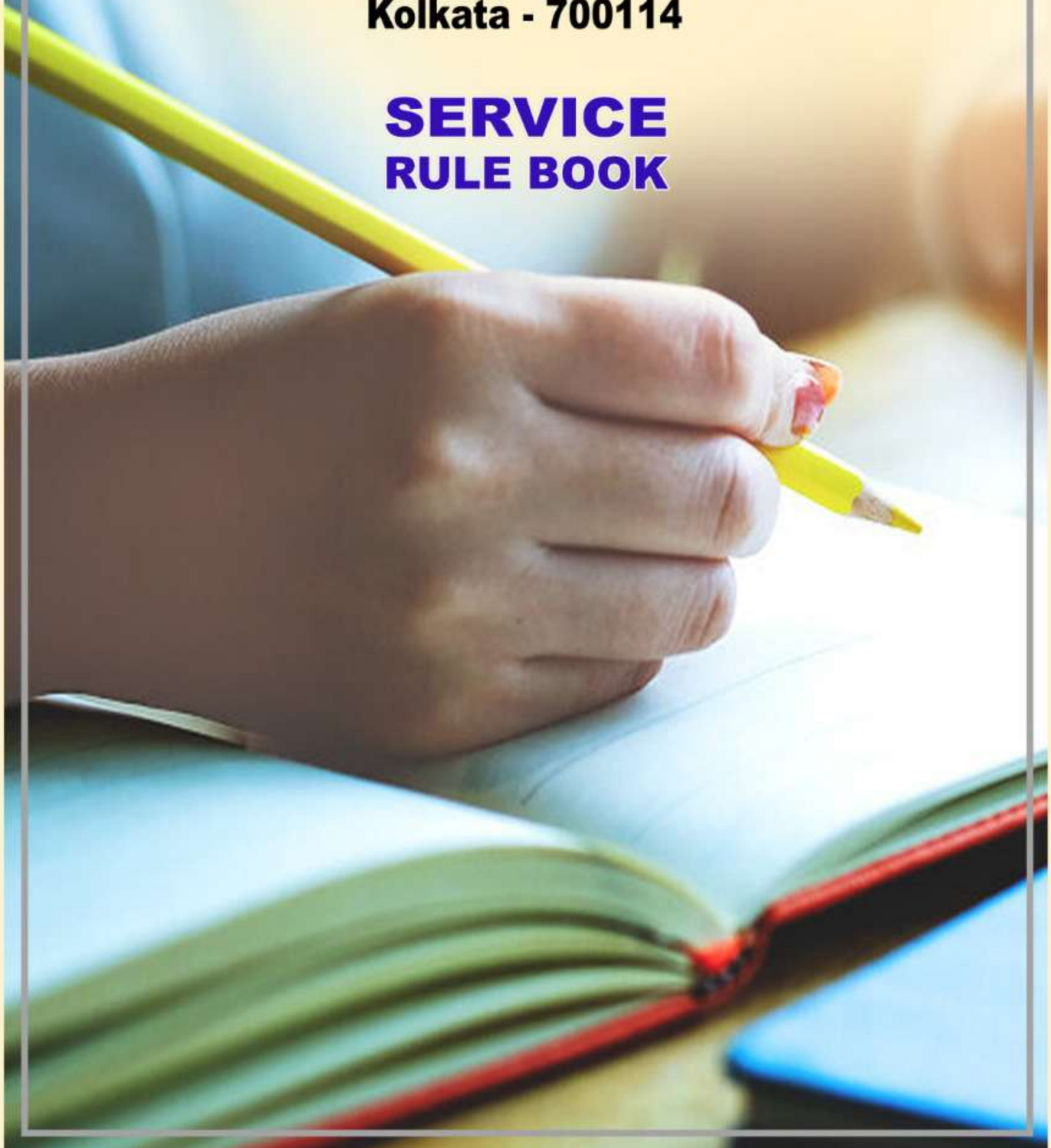




# **Guru Nanak Institute of Technology**

**157/F Nilganj Road, Sodepur  
Kolkata - 700114**

## **SERVICE RULE BOOK**



## **PREFACE**

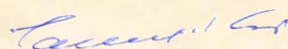
### **Welcome to Guru Nanak Institute of Technology (GNIT)!**

To those of you who are presently members of the faculty and staff of the Institute, I extend my sincere appreciation for your past loyalty and devoted service. To those of you who are joining our staff -Welcome!

We are pleased that you have become a member of GNIT family and are confident that you will contribute much to our continued growth. A growth-oriented Institution requires the cooperation of everyone associated with it. Your position on the campus is important to our total effort, and your personal success will be determined by how well you understand and accept this paradigm.

This Service Rule has been prepared to assist you in carrying out your duties and to inform you of privileges and responsibilities that are yours as an employee of the Institution. A variety of information has been assembled here. If you have specific questions that are not covered in the following pages, please contact your Head of the Institution or the Department of Human Resources.

Sincerely,



**Sardar Taranjit Singh**

Managing Director, Guru Nanak Educational Trust

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## **CHAPTER - 1**

### **PREAMBLE**

#### **1.1 SHORT TITLE AND COMMENCEMENT**

- (i) These rules shall be called the 'Service Rules' of Guru Nanak Institute of Technology
- (ii) These rules shall come into force with effect from 01/07/2018

#### **1.2 EXTENT OF APPLICABILITY**

- (i) These rules shall apply to all teaching/non-teaching employees including Group D employees who are in service of the institute and to those who join their appointment subsequent to the promulgation of these rules except where separate rules are given for one or the other particular category of employees.
- (ii) What is said of male employees shall apply to female employees unless it is repugnant to or inconsistent with the text or context; in as much as they do not in any way contradict it's working.

#### **1.3 DEFINITIONS**

- i) 'Trust' means Guru Nanak Educational Trust.
- ii) 'Governing Body' means the supreme body of the Institute.
- iii) 'Managing Trustee' means the Managing Trustee of Guru Nanak Educational Trust.

- iv) 'Director' means the chief officer of the Institute.
- v) The 'Principal' means head of the institute.
- vi) 'Employee' includes all teaching and non-teaching employees including Group D employees who are in service of the institute and those who join their services subsequent to the promulgation of these rules except where separate rules for one or the other particular category of employees are mentioned.
- vii) 'AICTE' means the All-India Council of Technical Education.
- viii) 'Institute' means Guru Nanak Institute of Technology.
- ix) 'HOD' means Head of the Department of any academic department in the Institute.
- x) 'Competent Authority' in relation to exercise of any such powers under these Rules means any authority to whom such powers are delegated by the GOVERNING BODY.
- xi) 'Disciplinary Authority' In relation to punishment (as specified in these rules) means the appointing authority/ Director/ Principal. Managing Trustee may have delegated the power to impose such punishment.
- xii) 'Employee' means a person employed for teaching or non-teaching work in one of the Institutes of the society, duly engaged by a letter of appointment. These include teachers, clerical staff, Group D staff or any other Staff as full time or part time, whether such employment be probationary /Temporary or permanent.
- xiii) 'Employer' **means BOG of the Institute** and also connoted to any other subordinate officer on whom the powers and functions of appointment may be conferred by a resolution passed and approved by the **BOG of the Institute**.
- xiv) 'Leave' Means authorized absence from duty.
- xv) 'Appointing Authority' means the authority empowered to make appointment.

- xvi) 'Academic Year' means a period of twelve months beginning on the first day of July in each calendar year.
- xvii) 'Pay' means an employee's gross monthly earnings from the institute, which includes all admissible allowances.

#### **1.4 GENERAL**

- (i) The Service Rules are confidential between the Institute and its Employees and are made available on joining the services of the Institute.
- (ii) In case of doubts regarding the interpretation of the contents of this Rule, the decision of the Managing Trustee will be final and binding.
- (iii) Any amendment to the terms and conditions of service recorded herein will require approval of the GOVERNING BODY.
- (iv) These Rules supersede all existing instructions on the subjects covered in this Service Rules.



## **CHAPTER - 2**

### **APPOINTMENTS & SERVICE MATTERS**

#### **2.1 CLASSIFICATION OF EMPLOYEES**

Employees can be classified as:

- 1) Permanent
- 2) Probationer
- 3) On Contract
- 4) Temporary
- 5) Casual
- 6) Part-Time
- 7) Ad hoc
- 8) Employment on a Project

##### **2.1.1 A PERMANENT EMPLOYEE:**

Means one who has been appointed in a substantive capacity (as distinguished from a temporary or officiating capacity) on a permanent post and later formally confirmed in writing after the successful completion of the probationary period or otherwise.

##### **2.1.2 A PROBATIONER:**

Means one who is on probation.

##### **2.1.3 A CONTRACTUAL EMPLOYEE:**

Means an employee who has been employed for a specific period for a particular job under the terms of contract of employment/appointment which automatically ceases after the expiry of period or completion of job.

##### **2.1.4 TEMPORARY EMPLOYEE:**

Means person who is appointed on a temporary post or in a temporary capacity of a permanent post.

### **2.1.5 A CASUAL EMPLOYEE:**

Means one who has been engaged on an occasional nature of job/post, on day-to-day basis.

### **2.1.6 A PART-TIME EMPLOYEE:**

Means one who has been employed on any job/post on part-time Basis.

### **2.1.7 AD HOC:**

Means one who has been employed on a particular post/job purely on an ad hoc basis and does not fall in any of the above categories.

### **2.1.8 EMPLOYMENT ON A PROJECT:**

Means one who has been employed for a project. If a position at the Institute is funded by a grant or a project, is subject to the availability of funds. In the event that the grant or project funds are exhausted or reduced, or the grant or project is completed or cancelled, this employment may terminate without the right of employee appeal.

## **2.2 RECRUITMENT**

**Source of Manpower:** - For recruitment purpose, the following may be followed viz through

- i) Open advertisement in leading Newspaper.
- ii) Referral
- iii) Consultants
- iv) E – mail / Postal / By hand receipts.
- v) Campus interview

## **2.3 APPOINTMENT**

1. All appointment means: -BOG or he may have the power to delegate its authority to any person.

2. All appointments to any categories of post shall be made by appointing Authority on the recommendation of the selection committee constituted by competent authority.
3. Qualification and experience - for the appointment of teaching & non-teaching staff, AICTE and State Government norms respectively whenever/wherever applicable will be followed.
4. Every applicant for employment will be required to fill up and sign the prescribed/general information form and undergo:
  - I. A test of proficiency in the job he seeks in the manner considered necessary for the purpose.
  - II. Medical test by a registered medical practitioner with minimum M.B.B.S. degree.
  - III. Every person appointed must sign the duplicate copy of the appointment order to indicate his/her acceptance of the Service Rules of the Institute governing his/her employment.
  - IV. When joining service, the employee shall furnish the Authority with his/her full address where all communications meant for him/her shall be sent. Any change of address shall be immediately communicated to the Authority.
  - V. Appointments shall be subject to prior submission of satisfactory reports from the referees and proof of academic qualifications as may be necessary.
  - VI. Every employee, before appointment, shall produce documentary evidence of his/her date of birth as indicated below.
    - a) A certified copy of date of birth as recorded in the Register of the Corporation/Municipality.  
OR
    - b) Matriculation/ School Final/ School Leaving certificate.
    - c) The date of birth of an employee once entered in the service records shall be the sole evidence of his/her age, in relation to all matters pertaining to his/her service including the fixation of the date of retirement.
  - VII. All applicants will be interviewed and tested for proficiency in the vacant/new job.

5. A member of the staff appointed against a permanent post shall be on probation ordinarily for a period of one year. Provided the Authority may waive it for exceptionally deserving candidate or extended the period of probation for a further period of three months after satisfactory completion of the period of probation the employee shall be confirmed by the Authority in writing with effect from the date of appointment and he/she shall be communicated of such confirmation in writing.
6. The services of any employee on probation may be terminated without assigning any reason whatsoever.
7. Any material misrepresentation or deliberate omission of a fact in the employment application may be justification for refusal and/or termination from employment.
8. The Institute may make a thorough investigation of the entire work history and may verify all data given in the application for employment, related papers, or oral interviews. Employees will authorize such investigation and the giving and receiving of any information requested by The Institute and shall release from liability any person giving or receiving any such information. Falsification of data so given or other derogatory information discovered as a result of this investigation may prevent employment, or if employed, may subject the employee to immediate dismissal.
9. Every employee, other than casual shall be engaged by a letter of appointment before taking his post. The letter of appointment shall state clearly the type of appointment offered, probation, temporary, contract, ad-hoc, part time or against a leave vacancy. The letter of appointment shall contain the terms of employment and other service conditions. The employee shall sign a copy of the appointment letter as a token of acceptance. This will be retained by the Institute.
10. An employee may discontinue his services in the Institute even after his confirmation by giving three months' notice or by paying an amount equal to three months' salary in lieu of notice provided there are no dues outstanding against the employee.



11. No member of the staff shall apply for an employment elsewhere without taking a written permission from the head of the Institute/principal.
12. It is the employee's responsibility to read the Service Rules to familiarize him/herself with all policies and procedures of the Institute

## **2.4 OTHERS EMPLOYMENT**

- (a) No full-time teacher (including the Director/ principal) of Institute shall be permitted to the part – time teaching / or remunerative assignment, not authorized by the institute.
- (b) No full-time employee shall be permitted to engage himself in any other remunerative assignment not authorized by the Institute.
- (c) Any employee (including a teacher) contravening the provisions of this rule shall be liable to such disciplinary action as may be deemed fit and proper.
- (d) No member of the faculty is permitted to apply to any outside authority in his attempt to add qualification before confirmation in service and specifically permitted in this regard.

## **2.5 AGE**

Person below the 18 years of age will be ineligible to be recruited the appointing authority shall prescribe the upper age limit for any particular post. Every employee must declare on his first appointment, his date of birth according to the Christian era and produce testimony such as school / institute leaving certificate or birth certificate issued by Municipality/ Corporation in original for verification to the institute, the date of birth once declared, admitted and recorded by the institute / office shall not, thereafter be altered.

## **2.6 PROBATION**

All appointments against permanent posts will normally be on probation ordinarily for a period of one year provided the Appointing Authority may waive it for exceptionally deserving candidate or extend the period of probation for a further period. After satisfactory completion of the period of probation the employee shall be confirmed by the Appointing Authority in writing with effect from the date of appointment and he/she shall be communicated of such confirmation in writing. Unless confirmed in writing the employee shall continue as a probationer.

## **2.7 TRANSFER**

Every employee though may be appointment in a particular Institute, is liable to be transferred to any one of the affiliated by the Trust.

## **2.8 PERFORMANCE APPRAISAL:**

The formal written evaluation program of GNIT of Engineering is established to provide annually, a planned, scheduled, opportunity for the employee and supervisor to meet and mutually identify, discuss, and document the demonstrated job performance and accomplishments of the employee during a specified rating period. The review helps to answer several basic questions that are of concern to all of us as employees: "How am I doing?", "Where do I go from here?", and "How will my supervisor support me in getting there?"

### **For the employee, evaluation:**

- Indicates where he/she stands in relation to the expectations of the Institute, the department, and the immediate supervisor.
- Assures mutual understanding of responsibilities and work assignments.
- Serves as a source of assistance and guidance in improving and preparing for advancement.

### **For the supervisor, the evaluation:**

- Helps identify an employee's performance level, growth potential, and developmental needs as measured by the standards of performance for the job.
- Assures that the employee is fully aware of assigned duties and responsibilities.
- Provides an opportunity to recognize effective performance and to let employees know that their contributions have a direct impact on the overall goals of the University.
- Serves as a foundation to formulate with the employee a specific plan of action for achieving goals and improving job performance.
- Establishes the basis for better two-way communications.
- Serves as a major consideration in matters concerning employee development, promotion, transfer, retention, salary, and job performance improvement.

All staff employees should be evaluated annually. It is not mandatory that temporary employees be evaluated, but is advisable, especially in instances of unsatisfactory work performance of individual employees. Unscheduled performance evaluations may be conducted as often as necessary and are advisable when an employee's performance is less than satisfactory. The Institute may initiate unscheduled evaluations

The employee's supervisor or manager is responsible for conducting the review and evaluation with the employee. Standard evaluation forms and additional instructions related to conducting a performance evaluation may be obtained from the Department of Human Resources.

### **Subject: Performance Appraisal Review Process**

Performance Appraisals shall be done for all staff members of the Institute and copies must be placed in the personnel file in Human Resources. The appraisal will be done by the immediate Head of the

Department & Head of the Institute and will be reviewed at the next level of supervision (the reviewer).

## **2.9 GRANT OF INCREMENT:**

Increment of any staff members, Teaching or Non-teaching will depend upon the performance of his/her working ability and to the satisfaction of the Authority.

## **2.10 CONFIRMATION**

On satisfactory completion of probation, an employee shall be considered for confirmation in service. He will not be regarded as having been confirmed until a letter of confirmation, specifying the date of confirmation has been issued to him by the appointing authority.

## **2.11 PROMOTION**

- i) The faculty Up-gradation shall be considered strictly as per AICTE norms.
- ii) Up-gradation of other staff will not necessarily depend solely on seniority.

**The following factors will also be taken into account:**

- a) Past performance record
- b) Potential for higher responsibilities
- c) Punctuality and good conduct on and off the premises (the categories of staff and the same will be decided as per requirement by the Appointing authority based on recommendation forwarded by the Director/Principal specified date of his/ her new position, shall be subjected to disciplinary action.)
- d) Good Performance in Interview



## **2.12 DEMOTION**

A demotion is defined as a reassignment from one position to another position at a lower pay grade or salary range. A demotion can also be defined as a reassignment of duties to a lower level of pay or responsibility even if there is not a change in the employee's job title or position.

## **2.13 RESIGNATION**

- a. A permanent employee, desirous of leaving the Institute, shall give one working months' notice or one month's pay in lieu of notice to the principal before leaving subject to completion of workload. However, an employee cannot leave during the academic session of the Semester.
- b. A probationer may terminate his service by voluntary resignation by filling with the Director/ Principal / Institute Authority similar notice in writing at least one month in advance.
- c. Notwithstanding what is stated above, the Authority reserves its right to refuse or to accept the resignation of an employee when disciplinary proceedings are pending against him or for a breach of contract or for any such reason.

## **2.14 SUPERANNUATION/RETIREMENT**

- a. All employees would superannuate on attaining (after completion) the age of 60(sixty) years. However, in exceptional cases, the service can be extended and hired as decided by the appointing authority and or as per norms of the AICTE.
- b. The date on which an employee attains the age of compulsory retirement shall mean the last date of the month in which he / she attains the age.

## **2.15 TERMINATION OF SERVICE**

- i) The institute / authority reserves the right to terminate the service of an employee by giving due notice in writing without assigning any reason whatsoever or by paying the notice pay for

the equivalent period in lieu thereof as agreed upon from case-to-case basis.

- ii) The institute / trust shall have the right to dismiss an employee summarily without any compensation whatsoever if the employee is found guilty of breach of trust, insobriety, addiction to drugs or alcoholism, dishonesty, neglect of duty, negligence of taking action against complaint, moral turpitude, erosion of conduct, which are considered detrimental to the institute / office / trust.
- iii) Services of a probationer will stand terminated if not confirmed on completion of Probationary period or of an extended probationary period. He would, however, be intimated of the termination of service prior to the expiry of the probationary period or any extended period of probation by giving one month's prior notice. Likewise, the probationer may terminate his services by giving one month's prior notice.
- iv) Confirmed employee should submit his/her resignation by giving three months prior notice to get released from employment or paying salary to get early released from employment in lieu of three months' notice simultaneously the same procedure is also applicable to the Authority.
- v) A temporary employee's service may be terminated any time by either party without any notice.
- vi) On termination of any employee's services by the Authority, the emoluments due to him shall be paid to him after adjusting all amount due from him to the Institute at the time of termination. Such payments will be made as soon as convenient after the effective date of termination but not before he has obtained clearance from the Head of his department that he has surrendered all properties of the Institute that may be in his possession including his Identity Card, official email password, Books/Journals/all assets /possessions of the Institute.
- vii) The final clearance shall be given to the Accounts dept. to release the due payment by Head of Human Resource department.

## **2.16 PROVIDENT FUND**

All employees shall subscribe to the provident fund scheme at a rate stipulated by the Employees Provident Fund and the Miscellaneous Provision Act, 1952.

## **2.17 GRATUITY**

Gratuity shall be paid to the employees according to the payment of Gratuity Act, 1972 in force or any amendment thereof.

## **2.18 INCOME-TAX**

The Institute will deduct Income Tax at source from the salary of the employees as per the applicable rates and terms declared by the Government of India from time to time. A salary certificate indicating gross earnings and deductions shall be issued by the Institute in prescribed Form of Income Tax Act, in the month of May each year.

## **2.19 EMPLOYEE RECORDS**

The Department of Human Resources/ Registrar maintains for each employee a personnel file that contains vital employment information. To ensure that personnel records are up to date, it is the employee's responsibility to promptly notify Human Resources/Registrar in writing of any changes in name, home address, marital status, telephone number, e mail and person to notify in case of emergency. It is also important to notify Human Resources/Registrar of scholastic achievements that may enhance your opportunities for advancement.

## **2.20 DISCLOSURE OF INFORMATION**

As a service to employees, the Records Section of the Department of Human Resources/Registrar will furnish upon written request of third parties outside the Institute an employee's dates of employment at the Institute and his or her title or position. In instances where payroll information or any other information is

requested (e.g., salary information for the purpose of obtaining a loan), the requesting party will be advised that this information will only be made available with the written consent of the employee.

## **2.21 LEAVING HEADQUARTERS**

No employee shall ordinarily, while on leave or under suspension, leave the station without prior permission of his leave sanctioning authority. If an employee wishes to leave station for any reason, while applying for such leave, he should communicate to the Authority the outstation address with phone number at which he may be contacted if necessary.

## **2.22 CONFIDENTIAL RECORD OF THE EMPLOYEE**

- (a) A service record including leave account etc. shall be kept in the form prescribed for every person in a regular appointment under the Authority.
- (b) A confidential report **(C.R.)** in the form prescribed shall be kept by the Institute authorities in respect of every employee. Confidential adverse entry if any shall be communicated to the employee, who will have the right to represent to the Authority whose decision shall be final. The performance of every employee shall be determined on the basis of the entries made in his **C.R.** folders for the purpose of merit, increment, promotion, efficiency bar, confirmation etc.



## **CHAPTER - 3**

### **GENERAL RULES**

These rules apply to all employees, whether ad-hoc, temporary, part-time, contractual or permanent, in the service of Guru Nanak Educational Trust of Engineering and School for Authority Studies.

#### **3.1 CODE OF CONDUCT**

##### **3.1.1 APPLICATION**

The provisions contained in this schedule shall apply, without exception, to all employees of the Institute whether, ah-hoc, probationary, temporary, part-time, contractual or permanent. Every employee of the Institute, whether ad-hoc, temporary, contractual, part-time or permanent shall be governed by the Code of Conduct, as specified herein and every employee, without exception shall be liable to strict disciplinary action, including suspension and or termination, for the breach of any provision(s) of the code of conduct. The Disciplinary Authority shall initiate disciplinary proceedings for non-compliance of the code of conduct/service rules/leave rules or any other rules of the Institute that may be in force from time to time by any employee and shall have the power to appoint an enquiry officer(s) to conduct an inquiry into the charges against such an employee.

Every employee shall be governed by the following code of conduct, which is not exhaustive:

- 1) Every employee shall at all times be courteous towards the Authority personnel, parents, colleagues, students, visitors, superiors and co-workers.
- 2) Every employee shall maintain absolute integrity, a high sense of devotion to duty and standard of conduct. The employees shall be loyal to the Institute and abide by the rules and regulations made from time to time.
- 3) Every employee shall carry out the work assigned to him by his superiors conscientiously in accordance with the specific or general instructions of his superiors and shall maintain discipline

at all times in the department or workplaces or premises of the Institute. He or She shall also co-operate with his superiors and co-employees and not commit a nuisance and abet indiscipline among others.

- 4) No employee shall, at any time, indulge in maligning or falsely implicating the authorities or superiors or Institute Authority or members of the staff.
- 5) An employee is required to accept and carry out at the best of his/her ability any work allotted to him by the head of the Institute in addition to the work allotted to the particular post held by the employee, keeping in mind the ethos and ethics of the Institute.
- 6) Employees shall always be neatly dressed in formal wear, in clean, ironed clothes while on duty and shall keep their person and work-places tidy and clean and at all times maintain cleanliness of the Institute.
- 7) Employees who have been provided with uniform/identity card shall wear it while on duty. Those who do not wear it are liable to be debarred for the day and marked absent besides rendering themselves liable to disciplinary action. Uniform provided by the Institute shall not be worn during off-duty hours.
- 8) Employees shall take proper care of machines, tools, materials, equipment, furniture and all other sundry property of the Institute, movable and immovable.
- 9) Employees shall promptly report of any injury sustained in course of their duty. The Authority, in no way, is responsible for damage while on duty and all employees are expected to take out accident and/or other necessary insurance policies.
- 10) Employees shall promptly report of an accident or hazard noticed by them on the premises of the Institute and shall promptly do the needful to minimize the damage forthwith.
- 11) All teaching/ non-teaching staff should be present at the commencement of the time fixed and notified to them. Late

attendance by more than **15 minutes** for three days in one month shall entail forfeiture of a day's salary/wages.

- 12) No one will be allowed to attend the Institute if he/she is late by 45 minutes, and he/she will be marked "ABSENT", except with prior permission of the concerned authority and in that event half day Casual Leave may or may not be granted at the sole discretion of the Institute Authority.
- 13) No employee shall misuse or carelessly use the material and facilities provided by the Institute.
- 14) No employees are permitted to accept gifts in cash or kind from visitors, parents, contractors, businessmen or any other party connected with the activities of the Institute.
- 15) No employee shall tamper or cause to be tampered with the records or notices of the Institute.
- 16) An employee shall not communicate directly or indirectly an official document or information to any other person without prior permission of the competent authority.

No employee shall disturb the peaceful atmosphere of the Institute by demonstration, shouting, speak loudly in any fashion whatsoever, or indulge in an act which is prejudicial to the interest of teaching or peaceful working of the Institute.

No employee shall indulge in quarrels, cross-talking, abuses, fights, violence or any other disorderly or indecent behavior on the premises of the Institute.

- 17) No employee shall make a collection of money in any manner on the premises of the Institute.
- 18) No employee shall interfere with the work of other employees, disturb or cause annoyance to them or misbehave with them at work.



- 19) No employee shall deface, disfigure or damage or write on the walls of the Institute.
- 20) No employee shall consume food articles, drink tea, coffee, soft drinks and smoke in the institute premises except in places specifically assigned for the purpose.
- 21) No employee shall bring alcohol or intoxicant drugs to the Institute premises or report to work in an unfit condition because of previous indulgence in or under the influence of intoxicants or drugs.
- 22) No employee, while on the premises, shall have in his possession firearms, weapons or other articles detrimental to the security of the Institute or persons.
- 23) No employee shall undertake employment while in service of the Institute other than his duties connected with the Institute, or carry on, directly or indirectly a business or trade or private practice relating to tuitions or associate himself/herself directly or indirectly with any coaching classes to prepare students for public examinations.
- 24) No employee shall knowingly or willfully neglect his duties, moral or otherwise discriminate against a student or any other employee on grounds of caste, creed, language, religion, place of origin, social and cultural background or any of them.
- 25) No employee shall indulge in or encourage, any form of malpractice connected with examination or any other social activities; be negligent in or late in correcting class work or homework done by students, inflict corporal punishment on a student.
- 26) No employee, while marked present in the Institute, shall absent himself, except with the permission of the principal from the class or duty which he is required to attend or communicate any information which he may come across as a secret of the Institute.



- 27) No employee shall indulge in disclosing any secret or confidential matter relating to the affairs of the Institute to an unauthorized person at any time.
- 28) Every employee shall at all-time conduct himself in accordance with the specific or implied order of the Authority and the head of the Institute regarding behavior and conduct which may be enforced and issued from time to time.
- 29) No employee shall indulge in activity which may embarrass the cause of the Institute.
- 30) No employee shall lend money to a person on interest.
- 31) No employee shall enter into or contract, a marriage with a person having a living spouse.
- 32) No employee shall bring or attempt to bring any outside influence to bear upon a superior authority to further his interest in respect of matters pertaining to his employment.
- 33) No female employee shall be sexually harassed at the workplace.
- 34) No employee 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 policy or action of the Institute; or
  - (ii) which is capable of embarrassing the relations between the Institute and the Central Government or any State Government or any other Institute as organization or members of public; or
  - (iii) Which exploits the name of the institute or his position therein? Provided that nothing in this paragraph shall apply to any statements or views expressed by an employee in his

official capacity or in the due performance of the duties assigned to him.

- 35) No employee shall commit any act of dereliction of duty.
- 36) No employee shall be allowed to be on leave which has been refused or such leave has been cancelled and has been called to join duty.
- 37) No employee shall refuse to accept an order of transfer to any of the Institute under the same trust.
- 38) An employee shall not furnish false or incorrect information/credential or withholding relevant or pertinent information at the time of appearance or any other time.
- 39) An employee shall not commit any act which is detrimental to the interest and prestige of the Institute.

### **3.1.2 DEFINITIONS**

“Members of the family” in relation to an employee includes: the wife, child or step-child of such employee residing with and dependent on him and in relation to an employee who is a woman, the husband residing with and dependent on her, and any other person related, whether by blood or by marriage to the employee or to such employee’s wife or husband and wholly dependent on such institute employee, but does not include a wife or husband legally separated from the employee or child or step-child who is no longer in any way dependent upon him or her, or whose custody the employee has been deprived of by law.

“**Service**” means service under the institute. – comes under 1.3

### **3.2 EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY**

No employee shall, except with the previous sanction of the Director, give evidence in connection with any inquiry conducted by any person, committee or authority. Where any sanction has been accorded, no employee giving such evidence shall criticize the policy

or any action of the Institute or the Central Government or any State Government or their respective agencies.

**Nothing in this paragraph shall apply to:**

- I. Evidence given at any inquiry before any authority appointed by the Institute, by Parliament or by a State Legislature; or
- II. Evidence given in any judicial enquiry; or
- III. Evidence given in any departmental enquiry ordered by the Disciplinary Authority of the Institute.

### **3.3 ENTRY AND EXIT**

Employees shall not enter or leave the premises of the Institute Except by the gate or gates door or doors provided for the purpose. No employee shall bring with him/her to the Institute hand bills. Tools, articles, hazardous goods etc. other than those permitted by the concerned authority.

### **3.4 HOUSING /ACCOMMODATION**

An employee permitted to occupy quarters provided by the Authority shall do so only as long as he/she is an employee in the Institute. On ceasing to be an employee of the Institute, the employee shall vacate the quarters within one month from the date of termination of his services. The Authority may charge the quarters allotted to an employee by license and recover the same from his/her salary.

### **3.5 SERVICE RECORDS AND IDENTITY CARDS**

- 1. Record of services of the employee shall be maintained by the Institute Authority
- 2. Every permanent employee shall be provided with an identity card bearing his/her name, photograph and address designation,

blood group and contact no. Each identity card shall be signed by the authorized signatory.

3. Every employee shall carry identity card on his/her person and demand by the security staff or by any authorized person shall produce the same.
4. Loss of identity card shall immediately report to the head of the department and duplicate Identity Card shall be issued by the Human Resource department at concerned fee.

### **3.6 SAFETY REGULATION AND ACCIDENT PREVENTION**

1. No unauthorized person shall operate or interfere in anyway with the Institute vehicles, equipment, electrical connection or other assets belonging to the Institute.
2. Any employee taking unnecessary risks which might involve personal danger, danger to others, or danger to buildings or any other property will be liable to dismissal.
3. All cases of injury arising out of or in the course of employment shall be reported immediately to the department Head and the Director/ HR department/Principal

### **3.7 STOPPAGE OF WORK OR CLOSURE**

1. The Authority may at any time in the event of fire, catastrophe, or vehicles or epidemic, civil commotion, failure of power supply or water supply or other causes/events beyond their control stop work in any department or departments wholly or partially for any period. The procedure governing notification, payment of compensation to the laid-off employee will be governed by the related provisions of the Industrial Act 1947.
2. In the event of any such stoppage the employee affected shall be notified by a notice put on the notice board as soon as practical as to when work will be resumed and whether they are to remain or such stoppage shall obey orders and instructions issued by the Institute Authority.





## **CHAPTER - 4**

### **LEAVE RULES**

#### **4.1 PREAMBLE**

**The term 'leave' shall mean**

- (i) Casual Leave**
- (ii) Earned Leave**
- (iii) Medical Leave**
- (iv) Maternity Leave**
- (v) Study Leave**
- (vi) Sabbatical Leave**
- (vii) Extra Ordinary Leave**

These Leave Rules will come into force with effect from 23 August 2008. These Rules shall apply only to the entire employees of the Guru Nanak Institute of Technology.

#### **4.2 GENERAL**

- I. Leave shall be granted in accordance with the “Rules”.
- II. Leave cannot be claimed by any employee as a matter of right.
- III. For purpose of Leave, Leave Year shall be reckoned from January 01 to December 31.
- IV. For purpose of Leave, Saturday will be reckoned as a full day.
- V. Leave application shall be submitted in the prescribed form to the Head of the Department who will approve such leave and all HODs should submit their application to the Principal and/or Director of the Institute for approval.
- VI. The leave Application shall be submitted well in advance and ought to be sanctioned by the appropriate authority before availing of the leave.

- VII. A record of all sanctioned leave shall be maintained in the Human Resource Department.
- VIII. An employee who is placed under suspension shall not be granted leave.
- IX. An employee is required to apply in writing for extension of any leave before it expires.
- X. Employees shall, before proceeding on any leave, intimate to the competent authority his/her address while on leave and shall keep the authority informed of any changes in the address.
- XI. Employee on probation will be granted casual leave @ of 1 day (One day) for One month's work.
- XII. Temporary/Casual and Part time employees are not entitled to any leave. Absence from duty shall be treated on Leave without Pay.
- XIII. No person who has been granted leave on medical certificate issued by the concerned doctor shall return to resume duty without producing a medical certificate of fitness. If any doubt arises the Competent Authority has every right to take second opinion from another doctor and his decision shall be final and binding. If an account to sickness, any employee is unable to resume his duties by the due date he/she shall inform the Competent Authority by sending the medical certificate issued by a registered practitioner not later than two days.
- XIV. Leave is a privilege and not a right. It may be refused or revoked by the authority empowered to grant it. It would, however, generally be granted unless the exigencies of service demand otherwise.
- XV. No leave can commence unless it has been sanctioned, mere submission of leave applications does not authorize an employee to avail the leave applied for. Availing of leave without sanction makes the employee liable to disciplinary action besides penal

deductions.

XVI. No leave will be sanctioned on telephone except in case of extraordinary circumstances/sudden illness etc. This shall however be regularized immediately on joining the duty in writing.

XVII. Continued absence of more than six days, or repeated irregularity without intimation of any kind may render an employee liable to disciplinary action including termination of services besides penal deduction.

XVIII. The rules and norms governing the grant of leave are given below. Any exceptions from these rules due to emergencies or rare to fare circumstances may be considered by the GOVERNING BODY in its sole discretion. The decision of the GOVERNING BODY in this regard shall be final and binding.

| Nature of Leave | Quantum of Leave/year                                                                         | Leave with Pay / Without Pay | Accumulation     | Remarks                                                     |
|-----------------|-----------------------------------------------------------------------------------------------|------------------------------|------------------|-------------------------------------------------------------|
| Casual Leave    | 12 days                                                                                       | With pay                     | NIL              | 3 days at a time                                            |
| Earned Leave    | 30 days for non-vocational employee                                                           | With pay                     | Maximum 120days  | Four installments.                                          |
| Earned Leave    | 30 days as follows: 7 (Seven) days + 15 days in summer recess and 8 days in Winter recess for | With pay                     | Maximum 120 days | 7 (Seven) days maybe availed as per convenience of employee |



|                 |                     |          |                 |                                                                                               |
|-----------------|---------------------|----------|-----------------|-----------------------------------------------------------------------------------------------|
|                 | vocational employee |          |                 |                                                                                               |
| Medical Leave   | 10 days             | With pay | No Accumulation | Both fit and unfit medical certificate is required to be submitted.                           |
| Maternity Leave | 90 days             | With pay | -               | Twice during entire service period. 24 months completed work is required for it's entitlement |

#### 4.3. COMBINATION OF LEAVE

Any kind of leave under these Rules except Casual Leave may be granted in combination with or in continuation of any other leave.

- (i) **Holiday:** Holiday means a day declared by a notification of the Institute to be non-working day for all employees except those otherwise specifically asked to attend the institute.
- (ii) **Salary:** Salary means the monthly remunerations drawn by an employee including basic pay, dearness allowance, personal pay, special pay, HRA, Conveyance, etc.

#### 4.4. EARNEDLEAVE

1. At beginning of every leave year, on or before January 1, all Non vocational employees shall submit to the Approving Authority concerned through their HOD along with their leave choices –not more than four installments – for that year.

The approving authority shall decide and inform each employee his/her leave allotment for that year.

2. The quantum of Earned Leave for non-vocational employee shall be 30 (Thirty) days for every 12 months of completed service. This may be taken in four installments in a year with prior permission of the sanctioning authority.
3. Vocational employee shall be granted leave 30 days as follows: -  
  
8 (Eight) days beyond two recess period (15 days for summer recess and 7 (Seven) days in winter recess). The Authority of the Institute shall notify in writing for availing such leave for both the recess period. The vocational employee may avail 8 days earned leave without any installment but in accordance with the prior approval of the concerned authority.
4. An application for availing Earned Leave in case of non-vocational employee shall be submitted at least 15 (Fifteen) days in advance except it is considered otherwise under compelling circumstances by the leave authority. Leave will be granted in a shorter notice except in a very special case.
5. Non-vocational staff should be granted earned leave for a minimum period of three days at a time.
6. In case of confirmed employee such leave shall be calculated since his/her joining in duty till 31<sup>st</sup> December.
7. Un-availed Earned leave, up to a maximum accumulation of 120 days shall be allowed during the whole period of service and beyond 120 days such leave will automatically lapse.
8. Earned Leave shall be credited in the previous year in the 1<sup>st</sup> January of each year.
9. If any employee wants to avail himself/herself for Earned leave due to him to cover a period of illness he/she may be granted such leave provided he/she does not have any medical leave to his/her credit and such grant of Earned leave shall not count as an installment.

10. If an employee is granted Study Leave, Earned Leave will be given proportionately to the number of days in the leave year before he starts the study leave and after he return and rejoins regular duty. Such leave may be granted without pay at the sole discretion of the management.
11. Earned leave may be granted for such reasons as may be considered by the competent authority to grant such leave, which may include
  - i) Urgent family affairs
  - ii) Holiday trip
  - iii) Illness of a member of the family of the applicant
  - iv) Illness of the employee concerned

Provided that when earned leave is applied for any of the grounds referred to in clause 1 to 11. If there is no credited medical leave in the account of employee in that circumstance, he/she should apply for earned leave to cover a period of illness together with a medical certificate of a medical practitioner whose minimum degree shall be M.B.B.S. (Allopathic) or DMS (Homoeopathy). The unfit medical certificate should be submitted within three days from the onset of illness.

12. The appropriate authority may callback any employee who has already proceeded on leave on urgent ground or cancel any leave if so warranted and the un-enjoyed leave may be credited to his/her account.

In order to avail Earned Leave the eligible employee has to apply in the prescribed leave Application form.

#### **4.5 CASUALLEAVE**

Casual leave may be prefixed or suffixed to weekly holidays

1. Sundays, holidays, and weekly holidays falling within the period of Casual leave or preceding or following it should not be counted as part of the Casual leave (Casual leave may be prefixed or suffixed to weekly holidays/ any other holidays including Sundays)
2. Casual leave cannot be combined with any other kind of leave or vacation or puja holidays.
3. All casual leave which any employee/person is entitled to during any academic year shall cease to be due to him/her at the end of such academic year and cannot be accumulated or taken over or brought forward to any other academic year. Casual leave is intended to provide for occasional absence and request for the same must be submitted in advance or on the day of resuming duty in case it is for one day. In such cases the employee must report his absence to the HOD who will subsequently inform to the Head of Human Resource/Registrar over phone or otherwise.
4. Casual leave may be granted to all employees for a total of 12 days in each Calendar Year subject to the necessities and exigencies of work.
5. Notwithstanding anything contained herein, Casual Leave may be sanctioned by the Department Head at his/her discretion and in case of HOD the Principal shall sanctioned the leave.
6. Casual leave cannot be combined with Earned Leave/Sick Leave/Maternity Leave and the same is solely the discretion of the Management.
7. Not more than 3 days casual leave may be availed of at a time.
8. Casual Leave not availed during a Leave Year shall lapse.
9. No half leave shall be allowed except for late attendance.

#### **4.6 MEDICAL LEAVE**



1. All permanent employees may avail of 10 days medical leave in a leave year with full pay.
2. If the concerned employee is required to avail of medical leave more than 3 days at a glance, he/ she must submit medical leave applications within 24 hours on the onset of illness supported by a medical certificate issued by a Registered Medical Practitioner whose minimum degree should be M.B.B.S./D.M.S/BDS.
3. The above medical practitioner should attest the signature of the employee on the unfit certificate; and a second fitness certificate from the doctor(s) concerned similarly attested, on recovery of illness, certifying that the employee is medically fit to resume full duty shall have to be submitted. The concerned employee shall not be allowed to resume duty (absent on medical ground) without his illness and fitness medical certificate.
4. The Institute may, however, get the employee concerned examined at its cost by a medical practitioner specified by the management if it deems necessary, if the employee refuses to appear for examination or is declared fit for duty on examination, his request for Medical leave may be rejected and disciplinary action may be initiated against him.
5. No medical certificate is required up to 3 days (Three Days).
6. Grant of Medical leave to employees who are out of station even if their applications are supported by certificate issued by outside Registered Medical Practitioners is only at the discretion of the competent authority.
7. No employee shall leave the station during the period of any Sick leave without the prior permission of the competent authority in writing.

#### **4.7 MATERNITY LEAVE**

1. Married women will be entitled to three months (90 days) maternity Leave with full pay for both antenatal and post-natal periods for pregnancy, provided she has already served the Institute for a period of two year immediately preceding the date of her leave.
2. Maternity leave, combined with any other leave, may be granted only if a medical certificate issued by the attending registered medical practitioner supports the application.
3. Part of maternity leave with pay may be availed of in the ante-natal period. The application should be supported by a medical certificate from a Gynecologist. Medical leave may be combined with maternity leave. Maternity Leave with pay shall be granted twice during the entire period of service to married women only.
4. Maternity leave may be granted to an employee on full pay in cases of miscarriage including Abortion subject to the condition that any registered medical practitioner supports the application but in no occasion the total maternity leave shall exceeds 30 days.
5. Resumption of duties after expiry of the leave granted may be considered on submission of "Fitness Certificate" issued by the attending registered medical practitioner.

#### **4.8 STUDY LEAVE**

1. Study leave may be granted to confirmed full time faculty after completion of five years of continuous service and not retiring within next five years, for advanced or research work directly related to his/her work by the Competent authority on the recommendation of the Director, if approved by the competent authority, they will also decide the duration of the leave and the other terms. He / She will be required to furnish a bond for Rs.3.50 lakhs on non-judiciary stamp paper Rs.20/- that he /she will serve the institute at least for a period of 5 years after return from the study leave.

2. Study Leave cannot be claimed as a right by any employee either on the basis of length of service or because other of similar or inferior status have been granted such leave. It will be granted as the Institute feels the need for an employee with a special type of training.
3. Study Leave may be granted to those who are considered to be most likely to profit from the studies/Training and to use it in the interest of the Institute.
4. Request for study Leave should be initiated by the employee through the department Head.
5. Study Leave will normally be given only for the purpose of a specific study program/Training in any university or Institution, details of which must be given in the application.
6. Study Leave may be granted for maximum 2 – 3 years.
7. Study Leave may be granted without pay

#### **4.9 LEAVE ON LOSS OF PAY**

1. Under extra ordinary circumstances Leave on loss of pay in a Leave Year may be granted at the sole discretion of the management and the nature of the exigency shall be clearly recorded.
2. Leave on Loss of Pay if not sanctioned by the management such period of absence will not be counted as service for any purpose.

#### **4.10 SABBATICAL LEAVE**

The Sabbatical Leave shall be admissible to the faculty members-

1. After the completion of 5 years continuous service, or more, with the Institute. Such special leave shall not exceed 2 times during the entire service period.

2. The Sabbatical leave may be granted for one or more of the following objects, namely:
  - (i) To conduct research or advanced studies in India or abroad
  - (ii) To visit or work in a University, Industry or Government department, research laboratories, or any other Institute, in India and abroad.
  - (iii) Any other purpose for the academic development of the faculty member, as approved by the Board of Governors.
3. The grant of sabbatical leave shall be subject to the following conditions, namely:
  - (i) The period of sabbatical leave shall not exceed three months at a time including vacations, if any.
  - (ii) A member of the academic staff, during the period of sabbatical leave, be paid full salary and allowances as admissible
  - (iii) A member of the academic staff shall not undertake, during the period of sabbatical leave, any appointment under any other organization in India or abroad.
  - (iv) A member of the academic staff availing the sabbatical leave once would not be eligible for next 2 years to avail the facility once more.

#### **4.11 EXTRA ORDINARY LEAVE**

Any type of leave not covered by the classifications mentioned herein shall be considered as extra ordinary leave and cannot be availed without prior written approval of the Principal.

#### **4.12 NO WORK NO PAY**

In all cases of absence from duty without leave or permission or where an employee fails to discharge his duties, the principle of 'now or no pay' shall apply.



#### **4.13 SANCTIONING AUTHORITY**

Sanctioning Authority for any kind of leave shall be as follows:

For Teaching & Non-teaching Staff – Respective HOD

For HOD (Teaching & Non-teaching Staff) - Principal/Director

## **CHAPTER –5**

### **JOB RESPONSIBILITIES**

#### **5.1 WORKING DAYS**

The working days of the Institute shall be from Monday to Saturday. The Institute shall observe a minimum of 90 teaching days per semester which means at least 180 teaching days during an academic year. However, special classes may be arranged, as and when, the need arises.

#### **5.2 WORKING HOURS**

Normal working hours of the employees will be in terms of the institute rules and regulation, to the extent applicable to the employees.

#### **5.3 FESTIVAL HOLIDAYS**

Festival holidays of the Institute shall be **as per WBUT list of Festival holidays.**

#### **5.4 RESPONSIBILITIES OF TEACHERS**

Responsibilities of the teachers of the institute will be in terms of the AICTE rules and regulation, appendix A, to the extent applicable to the employees and any other responsibilities as assigned by the Principal/ Director(s).

#### **5.5. COMPLAINTS, GRIEVANCES & PROCEDURE FOR ITS REDRESSAL**

- (i) A grievance means a controversy between an employee and employees on one hand and the management and employees on the other hand in respect of wages, payment, transfer, leave, promotion, working conditions and matters involving interpretation of existing legislation but excluding a matter connected with punishment or disciplinary action.

- (ii) Whatever the type of grievance may be, the aggrieved person/persons shall be given a patient hearing that grievance be settled as promptly as possible on the basis of facts in a climate of mutual confidence and respect. The endeavor shall also be that the grievance is settled at the point of its origin.

## **APPENDIX A**

### **RESPONSIBILITIES OF TEACHERS**

**(This is as per AICTE Notification)**

| <b>Academic</b>                                                | <b>Res. &amp; Consultancy</b>                             | <b>Administration</b>                                                                                               | <b>Extension</b>                                                                     |
|----------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Classroom Instruction                                          | Research & Development Activities and Research Guidance   | Academic & Administrative Management of the Institution                                                             | Extension Service                                                                    |
| Laboratory Instruction                                         | Industry sponsored projects                               | Policy Planning, Monitoring & Evaluation and promotional activities both at department and institutional level      | Interaction with Industry & Society                                                  |
| Curriculum Development                                         | Providing Consultancy & Testing service                   | Design and development of new programme                                                                             | Participation in Community services                                                  |
| Developing Learning Resource Material & laboratory Development | Promotion of Industry, Institution, Interaction and R & D | Preparing project proposals for funding in areas of R&D work, Laboratory Development, Modernization, Expansion etc. | Providing R & D support and consultancy services to Industry and other User Agencies |

|                                                                           |  |                                                              |                                                                          |
|---------------------------------------------------------------------------|--|--------------------------------------------------------------|--------------------------------------------------------------------------|
| Students Assessment & Evaluation including Examination work of university |  | Administration both at departmental and institutional levels | Providing non-formal modes of education for the benefit of the community |
|---------------------------------------------------------------------------|--|--------------------------------------------------------------|--------------------------------------------------------------------------|

#### **5.6. THE FORMAL PROCEDURE FOR THE SETTLEMENT OF THE GRIEVANCE WOULD BE AS FOLLOWS:**

- (i) That the employee shall first take up his grievance in writing to his HOD and HOD will try to resolve the grievance within three days. If not, he will forward such grievances to the Principal forthwith. Then the principal will try to settle the grievance and satisfy the employee verbally as soon as possible but within 7 days.
- (ii) In case the employee is not satisfied with the reply given by the Principal and if he/she so desires, he or she may submit his grievance to the Managing Trustee who would try to settle it as early as possible.
- (iii) The Managing Trustee in consultation with the GOVERNING BODY would take a decision in the matter and the same will be conveyed to the employee preferably within a period of ONE month.

#### **5.7. SERVICE OF NOTICE**

- (i) A matter required to be notified under these rules and any notice by the management to the employee in the Institute shall be displayed on the notice board. When so displayed, such matter or notices shall be deemed to have been communicated to all the employees.
- (ii) A notice or letter of communication intended for an employee may be delivered to him personally in the premises of the institution/Institute and the employee is bound to receive the notice and acknowledge the same. Refusal on the part of the



employee to accept the letter of communication will also render the employee liable to disciplinary action.

- (iii) In the case of an employee who is absent or on leave, any intended notice or letter of Communication shall be sent to him by registered post-with acknowledgement-due to the last recorded address of the employee shall be deemed to have been served on him. When such a registered letter, communication or notice is returned undelivered for any reason, and if a copy of the said letter, notice or communication is also sent under certificate of posting. It shall be deemed to have been served.
- (iv) A matter required to be notified under the rules and a notice or communication by the Principal to the employee will be in English.

#### **5.8. INSOLVENCY, HABITUAL INDEBTEDNESS AND CRIMINAL PROCEEDINGS**

- (i) An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to be arrested for debt or has recourse to insolvency or when it is found that a majority of his salary is continuously being attached, he may be liable to termination. Any employee, who becomes the subject of legal proceedings for insolvency shall forthwith report full facts to the Institute authorities.
- (ii) An employee who gets involved in some criminal proceedings shall immediately inform 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. An employee who is detained in police custody whether on criminal charge or otherwise for a period longer than 48 hours shall remain suspended until further orders from the Chairman of the Governing Body.

## **CHAPTER - 6**

### **CONDUCT, DISCIPLINE & REVIEW RULES**

#### **PART - I**

#### **CONDUCT RULES**

##### **6.1.1 GENERAL**

- (i) Every employee shall confirm to and abide by the rules incorporated herein and shall observe, comply with, and obey all orders and directions which may from time to time, be given to him in the course of his official duties by a person or persons under whose jurisdiction, superintendence and/or control he may, for the time being, be placed.
- (ii) Every employee shall use his utmost endeavor to promote the interest of the Institute and shall show courtesy and attention in all transactions.
- (iii) Do nothing which is unbecoming of an employee of the Institute.

##### **6.1.2 INTEGRITY**

- (i) Every employee will at all times maintain integrity and devotion to his duty and act to the best of his judgment in the performance of his official duties or in the exercise of powers conferred on him.
- (ii) Every employee shall also take all possible steps to ensure the integrity and devotion to duty of all the employees for the time being under his control and authority.

### **6.1.3. MISCONDUCT**

#### **A. Misconduct, Penalty for Misconduct, Disciplinary Proceedings**

The term 'misconduct' denotes an offence or an act of commission or omission on the part of the employee which falls within the general connotation of the word misconduct as understood generally and shall be deemed also to connote an offence or acts of commission or omission under or against rules, regulations and practices of the institution detailed in the clauses of the service rules, specially clauses of the code of conduct without prejudice to the generality of word the misconduct the following acts of omission or commission shall be treated as misconduct on the part of an employee.

1. Late attendance or absence from duty without notice or permission.
2. Leaving the place of work during working hours without permission or absence without permission from the place of work.
3. Laziness, inefficiency or careless for work.
4. Obtaining leave or attempting to obtain leave on false pretences.
5. Refusal to accept, receive or take delivery of notice or letter or any communication from the Institute Authorities.
6. Borrowing or lending money on the Institute premises.
7. Improper or discourteous behavior towards others, shouting, speaking loudly or making a nuisance and noise on the institute premises.
8. Late attendance for three days in a month or absence from duty without intimation to the appropriate authority.
9. Failure to report a disease an employee which may endanger others.
10. Using institutional facilities unauthorized for personal gain.

11. Sleeping while on duty.
12. Neglect of duties assigned to the employees.
13. Entering a section or department except for purposes of assigned duties.
14. Late coming or absence of a habitual nature.
15. Failure to report for duty when leave has been refused or when leave has been cancelled and the employee has been called back to duty.
16. Engaging in private work or trade within the Institute premises or engaging in the same or a different profession outside the school without the written permission of the principal/Head of Department.
17. Failure to report at once to superiors any accident or a hazard noticed inside the premises or to report promptly any occurrence or defect or mistake which might damage the property of the institution or that of any others.
18. An act of conduct within and / or outside the premises which is likely to endanger the life or the safety or the good name of a person.
19. Failure to observe safety instructions or make use of safety devices provided by the management or failure to take preventive measures.
20. Unauthorized handling or misuse, mishandling of a machine, apparatus, equipment, or material.
21. Failure to report the loss of tools or materials entrusted to him in the performance of duties or failure to account for the same.
22. Using indecent language or making false allegations against co-employees or others, speaking in an abusive manner to superiors or others.
23. Insubordination or disobedience whether alone or in union with others; on-compliance of an order of a superior, or instigating others to insubordination or disobedience.



24. Furnishing false or incorrect information/credentials or withholding relevant or pertinent information at the time of appointment or any other time.
25. Trespassing or forcible occupation of a portion of the premises, unauthorized use or occupation of the accommodation or refusal to vacate the same when told to do so by the Institute Authorities.
26. Unauthorized use of the name, address, telephone, or any other description of the institution.
27. Theft, fraud, or dishonesty in connection with the business or property of the institution or of other employees, or visitors to the institution or attempting to do so.
28. Tampering with the records of the institution, falsification, defacement, or destruction of the records of the institution including those pertaining to the employees or attempting to do so.
29. Disclosing to an unauthorized person, without written permission of the Institute Authority, information affecting the interest of the institution with regard to procedures, practices and functioning of the institution.
30. Gambling within the premises of institution.
31. Bringing liquor or other intoxicants, including addictive/drugs to the institution/Institute, consuming intoxicants in institution/Institute premises, or reporting for work in an unfit condition because of previous indulgence in or under the influence of an intoxicant or disorderly indecent behaviour in the premises of institution or inside the premises, where such behavior is connected with employment.
32. Possessing firearms, other weapons or other articles in the premises detrimental to the security of the institution or persons.
33. Soliciting, demanding, collecting or canvassing of money from anyone, or sale of any kind of tickets/ goods within the premises for a purpose or reason without prior permission of the Institute Authority.

34. Creating disturbance or nuisance inside or in the immediate neighborhood of the premises including its residential sector by fighting, Abusing, threatening to assault other employee/s, other riotous or disorderly behavior.
35. An act subversive of discipline or good behavior in the premises or outside the premises if it affects the discipline or administration or reputation of the institution or has a bearing on the smooth and efficient working of the institution.
36. Intimidating other employees by threats pressures or other means, with a view to preventing them from attending to their duties or to join in a group.
37. Erection, inscription, exhibition of a matter whatever at any corner of the property of the institution including its building, walls, fences, trees, boards, or vehicles, disfiguring of an inscription, notice or publication put up by the institution.
38. Unauthorized removal from or affixing of notice on the noticeboard or any other place in the institution or its premises.
39. Preaching, carrying on or canvassing for religious or political activity on the premises, in any manner whatsoever, without the prior permission of the Institute Authority.
40. Organizing, holding, attending, or taking part in the meeting, exhibition, sticking or distributing handbills, notices, leaflets, pamphlets or posters in the premises or in its immediate neighborhood without prior permission of the Institute Authority.
41. Preaching of or inciting disaffection or violence in relation to matters and people concerning the institution.
42. Holding a meeting without permission, staging, or participating in demonstration, shouting, forcing others to join in group action or picketing within the premises or within a radius of 50 meters from the boundary of the institution/Institute premises.

43. Participating in a strike or stay-in-strike or abetting, inciting, instigating, or acting in furtherance of a strike or stay-in-strike.
44. Delay in the performance of work or go slow in work or instigating thereof.
45. Gheraoing or surrounding or forcibly detaining the superiors or other employees of the institution or resorting to hunger strike or similar action in or outside the premises.
46. Obstructing the movement of goods, persons or vehicles pertaining to the activities of the institution.
47. Willful damage to work-in-progress or to the property of the institution.
48. Indulging in an act of sabotage, affecting thereby the smooth functioning of the institution.
49. Commission of an act subversive of law which amount to a criminal offence involving moral turpitude whether committed within or outside the premises of the institution offence punishable under the Indian Penal Code whether committed inside or outside the institution or conviction by a court of law for a criminal offence involving moral turpitude.
50. A conduct prejudicial to the interest or reputation of the institution or an act of conduct involving moral turpitude inside or outside of the premises.
51. Habitual breach of a standing order, service rules or any other regulations in force in the institution.
52. Commission of any act subversive of discipline or good behavior.
53. Taking private tuitions without the permission of the head of the institution or running coaching classes.
54. Refusal to go for a health check up to outside doctor.
55. Willfully and deliberately destroy the property of the Institute.

56. After marking attendance and leaving the Institute without prior permission of the Institute Authority.
57. Misbehaving with students/parents/guardian
58. Dereliction of duty
59. Willfully and deliberately not taking classes as per the schedule of routine
60. Poor performance for teaching students in the classes
61. Instigating the students against the Institute Authority
62. Not wearing uniform allotted by the Institute
63. Not wearing Identity card during working hours
64. Refuse to comply any reasonable instructions of the Institute Authority/superiors
65. Illegal confinement of management staff
66. Writing of anonymous letters and threatening, criticizing the superior or any colleague, peer or any subordinate staff of the institute
67. Approaching higher authorities for personal promotion or favour or gains whether directly or through other people.
68. Refusal to act in a higher position, if offered by the management.
69. Misappropriation and defalcation of Institute fund
70. Violation of order regarding attendance and discipline Joining or continuing to be a member of an association the objects of which are prejudicial to the interest of the Institute or public order or morality.



71. Pasting any poster against the Management inside the Institute premises or without prior written permission from the Management.

## **B. Penalties for Minor Misdemeanor**

1. Censure
2. Warning
3. With holding an increment or promotion to the next higher grade.
4. With holding of annual increment including stoppage at an efficiency bar with or without cumulative effect, recovery from pay or from such other amount as may be due to the employee of the whole or part of any pecuniary loss caused to the institution due to negligence, by breach of orders on his part, being considered for future employment in any capacity in the institution.

## **C. Penalties for Major Misdemeanor A.**

1. Suspension without pay and allowance.
2. Reduction to a lower post or grade or to a lower pay scale.
3. Discharge or removal from service which does not disqualify the employee from being considered for future employment in any capacity in the institution.
4. Dismissal from service, which debars the employee from future employment in any capacity in the institution.

## **D. Explanation**

The following shall not amount to penalty within the meaning of the rule.

1. Stoppage at the efficiency bar on grounds of unfitness to cross the bar.
2. Retirement of the employee in accordance with the provisions relating to superannuation or retirement.

3. Discharge of an employee appointed on a short-term officiating vacancy caused by the grant of leave or suspension.
4. Compulsory retirement at an age below the prescribed age for normal retirement.

## **PART – II**

### **DISCIPLINE & REVIEW RULES**

#### **6. II.1. DISCIPLINARY AUTHORITY**

Disciplinary Authority means the authority competent to impose any of the penalties specified in Rule 2.

Disciplinary Authority for various grades of employees shall be as follows:

- (i) For Director / Principal - Chairman of the GOVERNING BODY
- (ii) For all employees of the Institute - Director / Principal

#### **6. II.2. PENALTIES**

The following penalties may be imposed on an employee for misconduct committed by him or for any other good and sufficient reasons.

- (i) Censure/ warning
- (ii) Recovery from pay or other amounts as may be due to him of the whole or part of any pecuniary loss caused to the Institute by negligence or breach of orders.
- (iii) With holding of promotion for a specified period.
- (iv) Demotion to a lower post or to a lower salary slab
- (v) Dismissal or removal from service
- (vi) Compulsory retirement

- (vii) Reduction (Demotion) in rank

### **6. II.3. SUSPENSION**

The Chairman of the “GOVERNING BODY” and/or Director/Principal may place an employee under suspension pending further action in the following cases wherein:-

- (i) Disciplinary proceedings against him/her are contemplated or pending.
- (ii) A case against him/her in respect of a criminal offence is under investigation or Trial.
- (iii) Deemed suspension for being in custody for 48 hours.

### **6.II.4. SUBSISTENCE ALLOWANCE**

- (i) An employee under suspension shall be entitled to draw subsistence allowance equal to 50% of the pay last drawn by him/her for the first three months.
- (ii) If any person is suspended beyond ninety days, the subsistence allowance shall be equal to three fourth of his aforesaid salary, provided that where such an enquiry is prolonged beyond period of ninety days for reasons directly attributed to the employees, the subsistence allowance shall, for the period exceeding ninety days, be reduced to one fourth of his salary.
- (iii) When a suspended employee is exonerated after disciplinary proceedings or where a criminal prosecution against a suspended employee ends in an honorable acquittal, the salary and allowance of such an employee minus the subsistence allowance received by him/her from the date on which he/she was suspended shall be paid to him/her.
- (iv) No payment of subsistence allowance shall be made unless the employee furnishes a certificate to the effect that he/she is not engaged in any other employment, business, profession or vocation.

## 6. II.5. PROCEDURE FOR DISCIPLINARY ACTION

- (i) No order of punishment shall be issued without the employee's having been given an opportunity for explanation
- (ii) The employee concerned shall be issued a charge sheet along with all relevant documents clearly stating the misconduct, calling for an explanation within a period specified in the charge sheet.
- (iii) If the employee concerned chooses not to reply or furnishes an explanation which according to the disciplinary authority is unsatisfactory, the Disciplinary Authority may order for an enquiry and appoint an enquiry officer and a presenting officer.
- (iv) The employee concerned should be asked to be present at the assigned time for inquiry into the alleged misconduct against him when called upon to do so. If the employee charged with misconduct fail to appear at the inquiry session for reasons which the enquiry officer considers unsatisfactory, the enquiry shall proceed *ex parte* in his absence.
- (v) The employee subjected to inquiry shall be permitted to be assisted by a co-employee of the institution. No outsider or legal practitioner shall be permitted to assist or defend him in the inquiry.
- (vi) The employee shall be permitted to produce his/her oral /documents evidence and shall be permitted to cross-examine a witness deposing in support of the charges and also to produce witnesses, if any, in his defense. The statements of the witnesses, examined at the enquiry session on either side shall be recorded by the E.O. The Disciplinary Authority may appoint any of the staff members or a legal practitioner as representative of the management to represent in the enquiry as Presenting Officer.
- (vii) On the conclusion of the enquiry, the enquiry officer shall record his findings and whether all or any of the charges leveled against the employee are established together with reasons and will submit the enquiry report to the disciplinary authority.
- (viii) The employee concerned shall be furnished with a copy of a report of the inquiry officer by the Disciplinary Authority in writing



inviting the delinquent employees submission thereto on receipt of such submission the D.A. shall consider the findings of the E.O. and the submission thereto, thereafter, depending on the facts and circumstances of such case, the DA shall come to his findings, and give the charged employee a notice in writing stating the action proposed to be taken with regard to him and calling upon him to submit within the specified time, not exceeding two weeks such representation as he may wish to make against the proposed action.

- (ix) On receipt of the representation if any, made by the employee, the disciplinary authority shall determine the penalty, if any, to be imposed on the employee and same shall be communicated to him in writing.
- (x) If, on the conclusion of the inquiry of the criminal proceedings as the case may be, the employee has not been found guilty of the charges framed against him, he shall be deemed to have been on duty during the period of suspension also and shall be entitled to the same salary as he would have received if he had not been placed under suspension.

Notwithstanding the above provision it shall not be necessary to follow the procedure mentioned above in the following cases:

- (i) Where an employee is dismissed or removed or reduced in rank on the ground of conduct which led to his conviction on criminal charge in a Court of Law.
- (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 to that person any opportunity or showing cause, or to hold enquiry.

## **CHAPTER-7**

### **TERMINATION**

#### **7.1. TERMINATION OF / RESIGNATION FROM SERVICE**

- (i) The Institute reserves the right to terminate the services of any employee by giving due notice in writing, without assigning any reason or by paying the Notice-Pay for the equivalent period, including all allowances, in lieu thereof.
- (ii) The Institute shall have the right to dismiss an employee summarily without any compensation whatsoever, should the employee be found guilty of breach of trust, insobriety, addiction to drugs, dishonesty, plural marriage, loss of mental balance, found guilty of sexual abuse, neglect of duty or conduct considered detrimental to the interests of the Institute.
- (iii) An employee also reserves the right to resign from the services of the Institute by giving the Institute one month notice in case of probationers and three months' notice in case of confirmed employees, as applicable, in writing or by paying equivalent salary including allowances, in lieu thereof. Faculty members and members of technical staff are normally not allowed to leave the services in the Institute during the continuance of a semester. Legal steps may be taken in case an employee leaves without notice.

