

SERVICE RULES

& General

These rules shall be called as "Chalapathi Institute of Technology(CIT), Guntur Service Rules". These rules apply to all employees, whether adhoc, temporary, part time, contractual or permanent, in the service of Chalapathi Institute of Technology(CIT), Guntur.

The Governing Body of "Chalapathi Institute of Technology(CIT)", Guntur hereinafter called "GB" reserves the exclusive right, at any time hereafter and without notice, to amend, alter, modify, add or delete any provision(s) to all or any of these service rules, from time to time and, to bring such amendments, alterations, modifications, additions, deletions into effect from a date to be notified by the "GB". Such amendments, alterations, modifications, additions, deletions if any shall become binding on all the employees covered by these service rules from the date of their notification by the "GB". The Chairman "GB" shall have the exclusive power to clarify any issue or to remove any doubt relating to these "Service Rules" and or its implementation.

Definitions

The CES means "Chalapathi Educational Society" registered under the Societies Registrations Act of 1860, which is responsible for the establishment and management of Chalapathi Institute of Technology(CIT), Guntur.

The Institute means "Chalapathi Institute of Technology (CIT), Guntur" and its sections, wings, departments and centres at Guntur or at any other location in India, established or managed by **CES** (**Regd.**).

The "GB" means the Governing Body of "Chalapathi Institute of Technology(CIT), Guntur" which has been constituted in accordance with the provisions laid down in this respect by All India Council of Technical Education. The Chairman of the "GB" shall be a member of **CES** and shall be nominated by all other members of **CES** on the "GB". "Employee" includes all employees, without exception performing what so ever function assigned to him/her and is in the whole or part time employment of the Institute, whether such employment is probationary, ad hoc, temporary, permanent or contractual.

"AICTE" means the All India Council of Technical Education, which is an autonomous body of Ministry of HRD, Government of India.

"Affiliating University" means the J.N.T.University, Kakinada responsible for according affiliation to the Chalapathi Institute of Technology (CIT), Guntur.

❖ Administrative Structure

The Governing Body or GB is the supreme body of the Institute. Its primary interface with the Institute is the Chairman. The Principal of the institute reports for all matters on a day to day basis to the Chairman. The Principal is the chief officer of the Institute. Broadly speaking, the Principal is directly responsible for all administrative, training and placement functions and extension services in the form of revenue earning programmes to be carried out by the Institute.

The Head of the Departments, looks after the academic matters and reports relating to the departments to the Principal. The Disciplinary Committee Chairman, usually a Senior faculty member shall look after all matters relating to indiscipline and ragging problems. The Controller of Examinations shall be responsible for the smooth conduct of examinations.

Application

The provisions contained in this schedule shall apply, without exception, to all employees of the Institute whether, adhoc, probationary, temporary, part time, contractual or permanent.

Every employee of the Institute, whether adhoc, 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 Principal shall initiate disciplinary proceedings for noncompliance of any employee related to the code of conduct/service rules/leave rules or any other rules of the Institute that may be in force from time to time and shall have the power to appoint an enquiry officer(s) to conduct an inquiry into the charges against such an employee.

General Guidelines

- 1. Every employee shall at all times maintain absolute integrity and devotion to duty, and also be strictly honest and impartial in his / her official dealings.
- 2. An employee should at all times be courteous in his / her dealings with other members of the staff, students and members of the public.
- 3. An employee shall be required to observe the schedule hours of work, as may be notified from time to time, during which he/she must be present at the place of his/her duty. Unless and otherwise stated, all employees of the Institute are required to work effectively for at least 42 hours per week.
- 4. Except for valid reasons and/or unforeseen contingencies no employee shall absent himself/herself from duty without prior permission of the designated authority.
- 5. No employee shall leave station except with the prior permission of the designated authority.
- 6. All employees are expected to be exemplary in their public as well as private life. Their loyalty, sense of dedication and integrity should at all times be a model and inspiration to the youth and other learners.
- 7. All employees are expected to behave according to the ideals of national integration showing love, concern, respect to all without any discrimination whatsoever of caste, religious or community. Any act or speech against this rule will be considered as a serious breach of discipline and will invite strict disciplinary action including suspension and /or termination from service.
- 8. Every employee shall strive to in still in the students under his/her care a high sense of values, social conscientiousness, and pride in their Institute and loyalty to the country. It is the sacred duty of all the employees to work for the intellectual, moral, social and physical development of all the students.
- 9. Employee should not participate in any association, active or passive. It will be viewed seriously.

- 10. Consumption or distribution of alcohol, drugs or any other intoxicant including smoking by whatsoever name called, by an employee within the Institute's premises, is strictly prohibited.
- 11. All correspondence addressed to an employee or by him/her or by the Institute including press and other such copies of correspondence, all vouchers, books including all notebooks containing all notes or records or prices or other data and apparatus, samples and/or other goods belonging to the Institute, circulars and all other papers and document of any nature whatsoever, relating to the Institute's affairs which shall come into his/her possession in the course of his/her employment, shall be the absolute property of the Institute and he/she shall, at any time, during service or termination thereof or upon his/her leaving the services of the Institute for any reason what so ever deliver up the same to the Institute on demand and without claiming any lieu thereon.
- 12. An employee shall receive all correspondence sent to him/her by Chalapathi Institute of Technology (CIT), Guntur and not refuse to receive it. Any such correspondence shall be deemed to have been served to him/her in the event of refusal or non availability. It is the responsibility of the employee to ensure that the home address/telephone number etc. are kept up to date in the office of the college.
- 13. Employee shall only be relieved from their duties upon resignation etc. at the end of the semester or upon fulfilment of their notice period whichever is later. For this purpose, end of semester shall be defined as the time when all attendance, marks, project evaluations etc., have been evaluated and submitted to the appropriate office or the duty assigned.

Disciplinary Action / Suspension

The Principal may place a member of the staff appointed at the Institute under suspension:

- a. where a disciplinary proceeding against him is contemplated or is pending or
- **b.** where a case against him in respect of any criminal offence is under investigation or trial.
- **c**. An employee against whom disciplinary action is proposed or likely to be taken shall be given a charge sheet clearly setting forth the circumstances appearing against him/her, and a date shall be fixed for the inquiry.
- **d.** Sufficient time of not less than one week shall be given to him/her to prepare and given his/her explanation, as also to produce any evidence that he/she may wish to tender in his/her defence. He/she shall be permitted to appear before the officer conducting the inquiry, to cross examine any witness on whose evidence the charge rests. The employee will be permitted to produce evidence/witness in his/her defence.
- **e**. At the conclusion of inquiry, the inquiry officer who shall be appointed by the Principal in consultation with the Chairman "GB" shall prepare a report of the inquiry regarding the findings of each charge.
- **f**. The Principal shall consider the findings of the inquiry and propose to the Chairman "GB" to impose a major penalty, a minor penalty or no penalty at all. The action taken by the Principal shall necessarily need to be ratified by the Chairman "GB".

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

- 1. Censure;
- 2. Withholding of increments or promotion;
- 3. Recovery from the whole or part of any pecuniary loss caused to the Institute by negligence or breach of orders;
- 4. Reduction to lower service, grade or post or to a lower time scale or to a lower stage in a time scale;
- 5. Compulsory retirement;
- 6. Removal from service which shall not be a disqualification for future employment in the Institute;
- 7. Dismissal from service which shall ordinarily be a disqualification for future employment in the Institute;
- 8. Any other action proposed by Principal will be submitted to GB for finalization.

General Procedure of Recruitment (Appointment Rules)

- **a.** All posts at the Institute shall normally and, as far as possible, be filled by advertisement; but, the "GB" shall be the exclusive power to decide, either on its own or on the recommendations of the Principal, that a particular post be filled by invitation or by promotion from amongst the members of the staff of the Institute.
- **b.** All appointments on the staff of the Institute s hall be made only by the "GB" of the Institute, through its Chairman or authorized by the "GB".
- **c.** Appointments, with or without grades, in the Institute will be created on Adhoc, Temporary, Regular and Permanent basis by the "GB" as per the requirement of actual man power, from time to time. The manpower requirement shall be ascertained on the basis of the desirable norms prescribed by AICTE or the appropriate authority from time to time. Additional posts may also be created, as required, for the extension of specific projects and or research and development activities. All vacancies should be notified in reputed News papers.
- **d.** The appointment of the Principal and all other teaching faculty members shall be made by the "GB" through its Chairman after ratification of his/her appointment by the selection committee constituted in accordance with the provisions of the affiliating university for the purpose. However, pending approval of their appointment by the selection committee, the Chairman "GB" may, at his discretion, appoint the Principal and or members of the teaching faculty on a temporary basis, on such terms and conditions he deems fit.
- **e.** All other appointments shall be made directly by the Chairman of the "GB" on there commendation of the Principal. The Chairman of the "GB" reserves the exclusive right however, to accept or not accept, any or all the recommendations made by the Principal in respect of any appointment.
- **f.** The selection committee or/and University committee will judge the suitability of all the candidates for the position concerned. Letters of confirmation in service shall only be issued by the Chairman "GB" to the Principal/Principal and members of the teaching faculty after their selection has been approved by the duly constituted selection committee.
- **g.** Every appointment, whatever temporary, probationary, contractual or permanent is subject to a "Certificate of Fitness" issued by a registered medical practitioner approved by the Principal. This condition may, however, only be relaxed by the Chairman "GB" at his discretion, in special cases.

h. Every appointment whether adhoc, temporary, contractual or part time will be made for a specific tenure and all such appointments shall become invalid from the date specified in their appointment letter/contract. Such appointments, may however, be extended, subject to a written confirmation of such extension by the Chairman "GB" only, for such period(s) as he may deem fit, failing which, no extension shall be considered valid and binding on the Institute.

Classification of Members of the Staff

The members of staff of the Institute shall be classified as

- Academic which term shall include Principal(s), Vice Principal(s), Professor,
 Associate Professor, Assistant Professor, Senior Lecturers, Lecturers Placement
 and Training Officer, Visiting Faculty, Workshop Superintendent, Associate
 Lecturer, Assistant Lecturer / Instructor, Research Assistant, Librarian, Deputy
 Librarian, Physical Director of Physical Education and such other academic posts
 as may be decided by the "GB".
- **Technical** which term shall include Superintendent, Foreman, Supervisor (Workshop), Lab Technician, Electrician, Mechanic, Store Officer and other staff as maybe decided by the "GB".
- Administrative and others which term shall include Registrar, Accounts Officer, Audit Officer, Stores Officer, Medical Staff, Chief Store Keeper, Steward, Office Superintendent, Wardens / matron and such other administrative and other staff as may be decided by the "GB".
- Cleaning and other Staff which term shall include Security Guards, Gardeners, Sweepers, Scavengers, Skilled and Unskilled Attendants, Peons etc. and such other staff as may be decided by the "GB".

• **Probation** - Appointment of all employees will ordinarily, be made on probation for a period ranging one year. In case of unsatisfactory performance, the period of probation of an employee may be extended for such periods of time by the Chairman "GB", if recommended by the Principal.

The "GB" shall have the power to extend the period of probation of any employee of the Institute for such periods as may be found necessary, provided that if, after the period of probation, the official is not confirmed, and, his/her probation is also not formally extended, he/she shall be deemed to have continued on a temporary basis and that his/her services may then be terminable on a month's notice or on payment of a month's salary thereof.

■ Re employment

All appointments to posts under the Institute shall ordinarily be made on probation after which period the appointee, if confirmed, shall continue to hold his office subject to the provisions of the Service Rules, till the end of the month in which he attains the age of sixty five years.

Provided that where the "GB" considers that in the interest of students and for the purpose of teaching and guiding the research scholars, any member of the academic staff should be reemployed, it may reemploy such a member till the end of the semester of the academic session as may be considered appropriate in the circumstances of each case.

Provided further that where it becomes necessary to re employ any such member beyond the end of the semester or academic session as the case may be, the "GB" may reemploy any such member for a period up to three years in the first instance and up to two years thereafter and in no case exceeding the end of the Academic Session in which he attains the age of 70 years as per AICTE guidelines.

Termination

The "GB" shall have the power to terminate the services of any member of the staff without any cause assigned during the period of probation. However, due notice shall be given for this.

The notice period for non-probationary staff is as under Principal(s), Deans and Registrar: 3 months Faculty members and lab staff: one month or end of semester whichever is later all other staff: one month

The "GB" shall have the power to terminate the services of any member of the staff by giving appropriate notice or on payment of salary for the notice period in lieu thereof.

An employee of the Institute may terminate his/her engagement by giving appropriate notice in writing.

In the event of any act prejudicial to the interests of the Institute by an employee, his/her services may be terminated by the Chairman "GB" without any notice or payment in lieu of notice.

Service of an adhoc, temporary, contractual or part time employee shall come to an end on completion of the specified work for which he/she was employed or on the expiry of the period for which he/she was appointed, whichever is earlier. But, before the expiry of the said period or work, as the case may be, services of the employee could be terminated by the Chairman "GB" by giving one month's notice or one month's salary in lieu of notice, without assigning any reason whatsoever.

Retirement

Every employee of the Institute shall retire on attaining an age as provided for by regulatory bodies like the AICTE and in force from time to time. Extension or reemployment may also be given according to such provisions, at the discretion of the "GB" only, on such terms and conditions it deems fit.

Terms of Temporary Employment

The service of a temporary employee shall be liable to termination at any time by notice in writing given either by the employee to the "GB" or by the "GB" to the employee.

The period of such notice shall be one month, unless otherwise agreed to by the Institute and the employee.

The other terms and conditions of service of such employee shall be such as may be specified by the "GB" in his/her letter of appointment

Appointments on Contract

Notwithstanding anything contained in these Service Rules, the "GB" may, in special circumstances, appoint an eminent person on contract for an initial period not exceeding five years, with a provision of renewal for further period, on such terms and conditions it may deem fit.

Place of Posting

Place of work of an Employee will either be at the registered office of Promoter Society/Trust at Head Office or at the Institute at location, all employees may also be transferred by the "GB" to any other Institute, at any other location which may hereinafter be established or managed by SNES. In such an event, the transferred employee shall be obligated to relocate unconditionally.

Salaries and Allowances:

- ➤ AICTE guidelines shall be followed for pay fixation in general.
- The management reserves the right to offer special pay to deserving employees.
- ➤ The allowances shall be decided by the management on case to case basis.
- > For travelling and DA, AP state government rules shall be used as guideline if
- > CIT rules have not been framed.
- In the matters of medical insurance, the employees shall be governed by regulations/procedures as may be decided by the management from time to time.

& Leave Rules

Definitions:

- Holiday: Holiday means a day declared by a notification of the Institute to be nonworking day for all employees except those otherwise specifically asked to attend the institute.
- Salary: Salary means the monthly remunerations drawn by an employee including basic pay, dearness allowance, personal pay, special pay, HRA etc.
- **Retirement**: The term refers to superannuation after attaining the age of 65 years. It has all other connotations as applied to a government department including pre mature retirement.

❖ General:

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.

Leave Application: The Application shall be submitted on prescribed form well in advance and shall be got sanctioned before availing of the leave. The faculty members shall make alternate arrangements/internal adjustments among the faculty members of his/her or any other department to keep the students engaged.

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 getting the same sanctioned makes the employee liable to disciplinary action besides penal deductions.

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.

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.

***** Kinds of Leave:

Provision exists for the following kinds of leave:

- (a) Casual Leave (CL)
- (b) Compensation Leave (COL)
- (c) Medical Leave (ML)
- (d) Earned Leave (EL)
- (e) Leave Without Pay (LWP)
- (f) Extra-ordinary Leave (EOL)
- (g) On Duty (OD)
- (h) Study Leave (SL)
- (i) Maternity Leave ((ML)

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

• Casual Leave (CL)

Maximum of 15 days of casual leave in one calendar year is considered. A minimum of half (½) day or a maximum of three (03) days of CL can be availed of at one time. CL can be pre fixed/suffixed with all types of holidays / leaves. CL will not be carried forward to next calendar year and will lapse at the end of the ensuing calendar year.

• Compensation Leave (CoL)

Compensation leave may be granted in case of he/she works on holiday / second Saturday. CoL will not be carried forward to next calendar year and will lapse at the end of the ensuing calendar year.

• Medical Leave (ML)

Medical leave may be granted in case of sickness of the employee and not his / her dependants. Medical certificate from a Doctor would be required in case of absence of three days or more.

- For every 12 months of service, 5 days of medical leave shall be credited to the leave account of the employee (January to December)
- Medical leave may be combined with other leaves.
- ➤ In a year, 15 days medical leave may be availed.
- Medical leave can be carried forward and accumulated up to a maximum of 30days.

• Earned Leave (EL)

- ➤ EL is admissible to an employee to a maximum of 5 days in a year based on his attendance in the respective year.
- Earned leave can be pre fixed /suffixed with other holiday /leaves.
- Earned leave can be enchased if accumulated ELs are 50.
- ➤ A maximum of 07 (Seven) days EL may be granted during the semester under exceptional circumstances with the approval of GB.

• Leave with out Pay (LWP)

- ➤ No provision as such exists for the grant of leave without pay. However, forreasons beyond ones control, if any employee has to avail leave in excess ofauthorization, he may be granted, "Leave without pay " at the discretion of theGB subject to exigencies of service.
- Absence of an employee without sanctioned leave is a case of indiscipline anddoes not fall under this category.
- ➤ Leave without pay shall also be got sanctioned in advance as any other leave.

• Extra Ordinary Leave (EOL)

As the name suggests, this leave is granted under extra ordinary circumstances only. This may include the following:

- > Prolonged sickness of self or a family member
- ➤ Higher education
- > Forced exile /renunciation.

• On Duty (OD) Leave

An activity of an employee which can bring recognition to the Institute, or which has to be performed for work of the affiliating University may be considered for grant of this leave. Normally, this leave is not granted for remunerative work of other universities /colleges. OD cannot be availed of unless previously sanctioned/approved by the Principal. There is no provision for post factor approval of OD.

Duty leave may be granted for one or more of the following purposes:

- To deliver academic lecture in highly reputed / ranked organizations
- ➤ To attend meetings of the BOS, examination committees etc. of the Universities /Colleges.
- ➤ To present a research paper in a conference /symposium of National /International Level or to attend a Quality Improvement Programs QIPs when duly authorized by the Principal.
- To attend selection committee or other such like committee meetings provided they are convened by a statutory body / university recognized by the Government.
- > To inspect academic institutions attached to a statutory body or a university recognized by the government.
- ➤ Any other special case on merit as approved by GB on the basis of recommendation of the Principal.
- > Affiliating university works.
- ➤ The OD leaves will normally be restricted to a maximum of 15 days during a calendar year but may be extended subject to the approval of competent authority. The Leave is subject to the following condition:

There exists a written request from the competent authority.

• Study Leave

The faculty members become eligible for study leave as per the following provisions:

- ➤ M.Tech.(part time) /other similar PG degree programmes:
 - The faculty members having a minimum of 2 years of unblemished service at the institute are eligible for grant of study leave.
 - The faculty member may be granted study leave with full pay for 30 days maximum in a year (for a maximum of two years) during summer/winter vacation subject to the conditions that
 - (1) the faculty member gives an undertaking to serve the institute for two years after completion of M.Tech. and
 - (2) the faculty member submits copies of the records of his attendance/examination results from the Institute where he/she is attending the M.Tech. classes.

➤ M.Tech. (full time):

- The faculty members having a minimum of 3 years of unblemished service at the institute are eligible for grant of study leave.
- The faculty member may be granted study leave without pay for the duration of the M.Tech. programme subject to the condition that
- (1) the faculty .member gives an undertaking to serve the institute for two years after completion of M.Tech. and
- (2) the faculty member submits copies of the records of his attendance/examination results from the Institute where he/she is attending the M.Tech. classes.

> Ph.D.(part time):

- The faculty member may be granted study leave with full pay for 6 days maximum in a year (for four years maximum) during summer/winter vacation subject to the conditions that
- (1) the faculty member gives an undertaking to serve the institute for two years after completion of Ph.D. and
- (2) the faculty member submits a certificate from the supervisor to the effect that he/she has utilized the vacation period for research work to the satisfaction of the supervisor.

• Maternity Leave

Eligibility:

The permanent employees who have more than one year service at the Institute and have no children or at most one surviving child are eligible for grant of maternity leave. A suitable medical certificate from a competent doctor must be attached with the leave application.

- Maternity leave can be granted for a period of 90 days at the maximum.
- > During the leave period, a medical certificate and progress report from a competent doctor must be submitted.
- In the absence of such report, the leave salary shall not be paid.
- ➤ 45 days salary is paid after rejoining.