

FOREWORD

These rules relate to terms of employment and service conditions of teaching and non-teaching staff in the Bansal Institute of Engineering and Technology under the aegis of the Founder Body known as the Bansal Educational Trust of Lucknow.

These rules have been drawn up after much consultation and discussion, and with the help of many legal experts. It is hoped that they will prove satisfactory, though we recognize that they will need revision and updating from time to time.

In case any amendment is required for particular circumstances this, (after it has been approved by the Founder Body), will be inserted in an appendix.

CONTENTS

1. Introduction
 2. Definitions
 3. Founder Body
 4. Classification of Staff
 5. Appointment
 6. Confirmation
 7. Instructions to Teaching & Non-Teaching Staff
 8. Hours of Work & Attendance
 9. Watch and Ward Staff
 10. Holidays
 11. Leave and Leave Rules
 12. Record of Service
 13. Provident Fund
 14. Superannuation
 15. Grievance Redressal Process
 16. Termination of Service
 17. Misconduct
 18. Penalties (Minor and Major)
 19. Disciplinary Authorities
 20. Qualification
 21. Grade of Pay
 22. Increment
 23. Promotion policies
 24. Service Certificate
 25. Availability of a Copy of Rules
 26. Power of Amend
 27. Range of these Rules
- Sample Letter for Leave Application - Annexure “A”

RULES RELATING TO TERMS OF EMPLOYMENT AND SERVICE CONDITIONS OF TEACHING AND NON- TEACHING STAFF IN THE BANSAL INSTITUTE OF ENGINEERING AND TECHNOLOGY, LUCKNOW.

1. Introduction

The following rules shall apply to both whole-time and part-time teaching and non-teaching staff, except where separate rules are given for one or the other particular category of staff.

2. Definitions

- (i) Founder Body means the Trust
- (ii) Governing Body
- (iii) **College Institution** means an Institution established by the Founder Body and hereinafter referred to as the Institution.
- (iv) **Head of the Institution:** means the academic and administrative Head of Institution, by whatever name designated by the Founder Body.
- (v) **Managing Committee** refers to Committee appointed by the **Head of the Institution** in accordance with implementation of the education objectives laid by the Founder Body and the management of the affairs of the Institution.
- (vi) **Staff** means the members, or a member as the case may be, of the teaching and/ or non-teaching staff of the college, inclusive of librarians, clerical and non-clerical and domestic employees of the Institution.

3. The Founder Body

The Founder Body for the Bansal Educational Trust is the Trust. The purpose of exercising authority and control over the Institutions is mainly to safeguard the purpose, aims and objectives of the Institution for which it was founded.

4. Classification of Staff

- (i) A **PERMANENT** member of the staff is a person appointed on a permanent basis against a specific post, teacher, and clerical and (non-teaching) non-clerical.
- (ii) A **PROBATIONER** is a member of the staff provisionally employed with a view to fill a permanent post and is on trial to prove his/her fitness for holding the post on a permanent basis.
- (iii) A **TEMPORARY** member of the staff is one employed for a job which is essential of a temporary nature.

(iv) **A PART-TIME** member of the staff is one employed for a job which is essentially of a temporary nature.

(v) **CASUAL** staff are persons engaged for work of a casual nature and/or intermittently.

5. Appointment

(i) The appointment of the Head of the Institution, Directors of the Bansal Institute of Engineering and Technology shall be made by the Founder Body.

(ii) Appointments of all other categories of staff, whether teaching or non-teaching, shall be made by the Director, in accordance with and upon such conditions as the Governing Body may decide.

(iii) Casual, Temporary and Part-time appointments shall be made by the Director and will be reported to the Governing Body.

(iv) Probationary appointments shall be made by the Director, after following the due procedure for recruitment laid down by the Governing Body.

(v) Every appointment shall be made by a letter stating clearly the type of employment offered and whether the same is permanent, temporary or otherwise. Such letter must also contain the provision and period of probation, whenever applicable, and shall also in general describe the nature of duties, salary and other benefits, duration of the proposed employment and the manner of termination of services. It shall also include such other matters as may be deemed necessary by the institute.

(vi) All members of the Staff thus appointed must return the duplicate copy of such letter of appointment and of confirmation duly endorsed with his/her signature on such copy. Thereafter such letter shall be deemed to be a valid contract of service.

(vii) Ordinarily, a member of the staff appointed against a permanent vacancy will be placed on probation initially up to a minimum of one year from the date of appointment. The Governing Body of the institute shall, however, be at liberty to shorten the period of probation, or extend it by a maximum of six months.

6. Confirmation

(i) Confirmation in permanent posts shall be made by the Governing Body and shall be notified in writing to the staff concerned by the Secretary (Director) of the Governing Body.

(ii) In all cases when a staff member is appointed on probation, a letter terminating or confirming his/her in service shall be served upon such member of the staff at least thirty days before the end of the probationary term, failing which the employee will be confirmed in such appointment.

In case of termination, the Governing Body shall be entitled to terminate the services of a staff member appointed on probation by giving fifteen days notice.

- (iii) On confirmation in service, the letter of confirmation shall also include the general terms and conditions of employment, salary, scale of pay, if any scale exists and /or is applicable, allowance, if any retirement benefits, if any, and the manner of termination of service. It shall also include such matters as may be deemed necessary by the college.

7. Instructions to teaching and non-teaching staff

During their period of service, all members of the staff shall employ themselves honestly and efficiently, under the order of the Head or his/her delegate, and in all respects shall make themselves useful to the institute and shall conduct themselves in such manner as to further the interest and esteem of the institute in all respects.

No member of the staff, whether teaching or non-teaching, shall engage in any political activity within Institute premises.

8. Hours of work and attendance

- (i) All members of the staff, teaching, shall attend Institute punctually, at the appointed hour and shall not leave before the Institute closes for the day, or before close of the specified duty hours as the case may be.
- (ii) All members of the staff, teaching and non-teaching, must sign regularly the Attendance Register/ Punch-in the biometric attendance system which is to be maintained by the Head of the Institution.
- (iii) A teacher's must take lectures as per the minimum load (work per week) laid down by AICTE. They should also be ready to conduct/ help in the organization of co-curricular activities.
- (iv) In the larger interest of students no teacher or member of the non-teaching staff shall refuse to take the class/work of an absent colleague if allotted, whenever necessary, by the Head of the Department.
- (v) Attending institute more than ten minutes later than the appointed time by the teaching and non-teaching staff shall be recorded as late attendance.
- (vi) The normal working period for those in the category of clerical and lab staff shall be eight hours duration, with a recess of one hour.
- (vii) The normal working period of those in the category of grade IV staff shall be eight and half hour duration, with a recess of one hour, six days a week.

- (viii) In pursuance of the general interest of the college, all staff members shall be required to attend duties without any additional remuneration on any national and/or festival holiday in case functions to celebrate such occasions are organized by the institute.

9. Watch and ward staff

The guards are posted at the entrance of the institute to check pilferage from the institute and for other safety measures. On suspicion they have every right to search the person of an employee. The guards will not allow any unauthorized person to enter the institute compound. Failure to check trespassers from entering the compound will be considered dereliction of duty on the part of the guards.

10. Holidays

Staffs are eligible to all holidays in the institute calendar. One full day holiday will be provided to all members of the staff if they come to institute on a holiday to attend a function or for any other specific purpose connected with the institute when so required by the Head of the Institution.

If any gazetted holiday/Festival holiday coincides with the weekly day off (Sunday) the employees will not be entitled to a substitute holiday. Festival holidays/gazetted holidays are not encashable. If any employee is required to work on any of the notified festival holidays/gazetted holidays due to any emergency or if the circumstances require so for the convenience of the Institution, such employees will be given a compensatory holiday, which must be availed of within one month from the date of such working on a festival holiday..

11. Leave and leave rules

In the following rules, LEAVE means authorized absence from duty.

(i) GENERAL RULES

- (a) No leave can be claimed as a matter of right.
- (b) Leave applied for a specific period may be refused or postponed by the sanctioning authority if considered necessary for the interest of the pupils and the smooth running of the institute.
- (c) All leave must be applied for ahead of time through a written application addressed to the sanctioning authority. It prior application cannot be submitting owing to a sudden emergency, i.e. for availing casual leave or on account of sickness the same must be done in due form within seven days from the date of the commencement of the leave and in any case immediately on resumption of duty, whichever is earlier. (Annexure “A” for Leave Application Sample Letter).

- (d) When any staff member does not have any leave to his/her credit and in such situation absence takes place whether with or without sanction and when any staff member absents from work without any sanction, this shall entail a corresponding cut the monthly pay of the employee concerned. This deduction shall be effected during the current month or the month following resumption of duty. In computing the cut in the pay, the total monthly salary, of the staff concerned shall be divided by number of days in the month and multiplied by the number of days, including intervening Sundays and holidays, on which the staff was absent from duty.
- (e) Leaves of different categories cannot be combined and enjoyed at a stretch.
- (f) Leaves are not en-cashable in any manner whatsoever.
- (g) Leave cannot be adjusted against notice period in connection with the secession/termination of employment.
- (h) A member of the staff failing to report for duty within five days of expiry of his/her leave and failing to explain to the satisfaction of the management his/her inability to resume duty immediately on the expiry of his/her leave, shall be treated as having left the service of the college of his/her own accord with effect from the date he/she was due to return to work.
- (i) Non-teaching staff members are in the category of non vocational staff. Institute vacations do not apply to them. Earned leave can be earned by staff members only after completion of one full continuous year of employment.
- (j) A staff member who has not worked for a full year during the previous year (sanctioned leave excepted will be entitled to proportionate earned leave based on the total number of days during such preceding year).
- (k) Staff members are further entitled to various categories of leave as detailed below in as much as it applied to them.

(ii) CASUAL LEAVE

- (a) A staff member may have a maximum of 12 days casual leave in a calendar year provided there is a sufficient reason for it.
- (b) Casual leave may be either prefixed or affixed but not both to a holiday or a Sunday but the total period including the holiday or Sunday shall not exceed five days at a time, failing which the total period including holiday and Sunday shall be counted as casual leave.

(iii) MEDICAL LEAVE

- (a) A staff member may be granted seven days leave with full pay on medical grounds subject to hospitalization in a year.
- (b) In case of medical leave for more than seven days, along with the application for leave, a Medical Certificate must be submitted.
- (c) A certificate of Fitness must also be produced at the time of resuming duties.
- (d) For the computation of the number of days of medical leave all intervening holidays and Sundays shall be counted, however institutes vacations provided the medical leave is not both prefixed and affixed to such vacation in which case the whole period including the institute's vacation shall be treated as medical leave.

(iv) MATERNITY LEAVE

- (a) A lady staff member confirmed in service may be granted maternity leave, on full pay, for a period of three months, inclusive of intervening holidays and Sundays, from the date of delivery or the commencement of the leave whichever is earlier.
- (b) Leave without pay may be granted in continuation of maternity leave if and when necessary.

(v) EXAMINATION LEAVE

Examination leave with/without pay may be granted to a confirmed staff member for the full period of the examination: PROVIDED:

- (a) The examination meets the needs of the institute,
- (b) The examination is conducted by a competent authority recognized by the college.
- (c) The total period of leave from its commencement does not exceed 30 days.

This leave may be granted only once in each 3 year period. Written permission from the Director is required before starting the course of study leading to the examination.

(vi) SPECIAL LEAVE

- (a) In exceptional circumstances special leave with full pay may be granted to staff member confirmed in service: PROVIDED:

The service of the staff concerned are considered satisfactory,

The total period of special leave during the period of his/ her service in the college does not exceed 30 days, and the leave is not both prefixed and affixed to a college vacation.

- (b) In case any staff member is deputed or sent by the institute to attend and/ or to participate in Training a Course, Workshop or Seminar for the benefit of the Institute, such period will be considered as special leave with full pay.

(vii) LEAVE WITHOUT PAY

Leave without pay may be granted for a very special reason to a staff member confirmed in service, for a period not exceeding two years over the whole period of service, provided the total amount of leave is taken in not more than three separate installments.

(viii) LEAVE TO PROBATIONARY, TEMPORARY, PART-TIME & CASUAL STAFF

- (a) Probationers are entitled to casual and medical leave as per the rules.
- (b) Temporary and Part-time staffs are not eligible for any leave, except casual leave proportionate to the duration of their appointment.
- (c) Casual staffs are not entitled to any leave.

(ix) SANCTIONING AUTHORITY

- (a) The Head of the Institution will be the Sanctioning Authority for granting casual leave to all the teaching and clerical members of the staff.
- (b) The Secretary, on behalf of the Governing Body, and as per provisions of the above mentioned Leave Rules and in conformity with the Directives and Resolutions of the Governing Body, if any, will grant leave other than Casual Leave to the members of the staff. However, all leave granted by the Secretary are to be reported to the Governing Body for ratification and/or for approval. Application for “Leave without Pay” or requests for any extraordinary type of leave, received by the Secretary, will be placed before the Governing Body for their decision.
- (c) Members of the staff will apply for all categories of leave through Head of the Department to the Head of Institution.

12. Record of Service

- (i) There shall be a personal file for every officer/teacher/employee in which shall be placed all papers, records and other documents relating to his/her service in the university. The file shall contain in particular, a Service Book giving a history of his/her service from the date of his/her appointment including increment, promotion, reward, punishment and all other special events of his/her service career. The service-book shall also contain a leave account form for the officer/teacher/employee showing a complete record of all leave (except casual leave) earned as well unearned taken by him/her.

- (ii) A confidential reports file shall also be maintained for each officer / teacher / employee.

13. Provident Fund

Each member of the staff shall subscribe to the Provident Fund in accordance with Government Regulation in accordance with the rules as determined by the statutory rules.

14. Superannuation

The age of retirement for all members of the staff is sixty years, with may be extended, at the discretion of the Governing Body, one year at a time up to a maximum of five years, subject to Government ruling n the matter, provided the services of the staff concerned are satisfactory and he/she is physically fit and mentally alert.

15. Grievance Redressal Process

(i) PURPOSE

Member of staff with a grievance relating to the application of the conditions of service in a institute may seek redressal of such grievance through the process herein outlined such grievance shall not, however, include the imposition of minor or major penalties as a result of disciplinary proceedings, for which separate procedures have been provided under clauses 19.

(ii) TIME BAR

The cause of such grievance should not have arisen more than three months before the date of submission of the application unless the issue concerns a matter where justice has, through error or oversight, been denies to the concerned staff member or where the issue arises out of a judicial pronouncement or enactment.

(iii) REDRESSAL PROCESS

- (a) A member of the staff or group of staff with a grievance regarding service conditions, will first of all make an application in writing to the Head of the institute, who will try to arrive at a just and fair solution provided the issue falls within the areas of her competence and jurisdiction if the same required involvement of the Governing Body or is a matter of policy which the Governing Body is alone entitled to decided, then the issue should be referred to the appropriate authority by the Head.

The Head of the institute will have to dispose of the grievance preferably within one month of receipt of the application, unless he/she is prevented by compelling circumstances from doing so. In case the grievance does not fall under their jurisdiction and/or involves a matter of policy, the same shall be referred to the

Governing Body by the Head of the Institute within a period of fifteen days from the date of the receipt of the application by her.

- (b) In the event that the concerned staff member of group of staff is/are dissatisfied with the decision of the Head of the Institute. A person is entitled to appeal to the Chairperson and may submit his/her appeal to the Registrar within 15 days of the date on which the decision by which he/she has been aggrieved is duly served on him/her.

(iv) EXISTING SERVICE CONDITIONS AS GUIDE

In the proceedings under these rules, the Head of the Institute, shall be guided by the existing service conditions applicable to the institute and the members of the staff.

(v) AMENDMENTS

The Founder Body shall have power to add to and/or amend the rules of the Grievance Redressal Process.

16. Termination of Service

- (i) The services of a member of the staff engaged on a temporary employment or on probation, may be terminated during the period of such temporary or probationary appointments, with fifteen days notice in writing on either side or by payment of fifteen days salary in lieu of notice, without any reason having to be assigned by either party.
- (ii) Only the Director/ Governing Body, shall have the authority to terminate the service of permanent staff confirmed in service in service upon one month notice in writing on either side or by payment of one month's salary in lieu of notice, without any reason having to be assigned by either party.
 - (a) The services of a confirmed staff member may be terminated by the Director/ Governing Body for reasons of misconduct, only after investigation of the case as provided in Clause 18

17. Misconduct

Misconduct comprises willful acts of omissions and commissions on the part of a member of the staff under one or more of the following headings:

- (i) Neglect of duty.
- (ii) Want of due diligence in performance of duties.
- (iii) Violation of orders regarding attendance and institute/office discipline.
- (iv) Insubordination or disregard or violation of the orders of the superior authority.
- (v) Moral delinquency affecting the discipline or reputation of the institute or the welfare of its pupils.

- (vi) Absence without leave.
- (vii) Demanding, offering or accepting a bribe or any illegal gratification in connection with institute work.
- (viii) Soliciting or collecting contributions for any purpose whatsoever at any time in the institute premises without prior permission of the Head of the Institute or Governing Body as the case may be.
- (ix) Engaging in trade on the institute premises or engaging in other employment which is prejudicial to the interest of the institute.
- (x) Organizing, holding, attending or taking part in any meeting within or upon the institute premises without prior sanction of the Management of the institute.
- (xi) Disclosing to any person any information in regard to processes, contents of documents, question papers, answer scripts or any interest of the institute without prior permission of the Management of the institute.
- (xii) Any other misconduct unbecoming of a staff member of the institute, and for other good and sufficient reasons.

18. Penalties

(i) MINOR PENALTIES

- (a) Censure
- (b) Recovery of damage or loss incurred by the institute.
- (c) Suspension from duty without pay, for a period not exceeding seven days.

(ii) MAJOR PENALTIES

- (a) Withholding of increment.
- (b) Compulsory termination of service
- (c) Dismissal.

19. Disciplinary Authorities

- (i) The Head of a Institute, on behalf of the Governing Body, shall be the Disciplinary Authority in respect of all acts of misconduct.
- (ii) The Governing Body shall be the Appellate for institute in respect of all cases where a minor or major penalty is sought to be imposed against a member of the staff. The Governing Body shall have the power to reconsider all the evidence produced in the case,

admit fresh evidence, if necessary, hear the parties concerned and confirm, modify or set aside any decision of the Head of the Institute. In regard to minor penalties, its decision shall be final.

20. Qualification

The Academic and other qualification of staff shall be as prescribed by AICTE from time to time.

21. Grades of pay

(1) The grades of pay of staff shall be such as prescribed by AICTE from time to time.

(2) The grades of pay of the staff shall be such as may be determined by the Chairperson on the recommendation of the Director of the institute. The pay scale may be such as prescribed by AICTE from time to time.

(3) A staff can grant advance increment(s) on the basis of his/her good work and conduct by the Chairperson on the recommendations of Head of Department, Dean, Director.

(4) Staff appointed on ad hoc basic or for a specific period or on contract will receive emoluments as may be agreed upon between them and the appointing authority: Provided that the appointing authority will ensure that they possess minimum qualification and /experience as prescribed by the AICTE.

22. Increment

There shall be a review of performance of the staff before grant of each increment.

23. Promotion Policies:

Teaching staff of institute

(1) Assistant Professor To Associate Professor (15600-39100 to 37400-67000 with grade pay 9000)

M.E. / M.Tech./MSc qualification and who have Completed five years of continuous service in that particular grade, completed or having the PhD degree in relevant discipline and performance appraisal shall be good.

(2) Associate Professor To Professor (37400-67000 with grade pay 9000 to 37400-67000 with grade pay 10000)

M.E. / M.Tech./MSc and PhD degree in relevant discipline and who have Completed five years of continuous service as associate professor and performance appraisal shall be good

24. Service Certificate

Every member of the staff, whether permanent or otherwise, shall be entitled to receive a Service Certificate on retirement or leaving service for whatever reason.

25. Availability of a copy of the rules

All staff member whether on probation or permanent, shall be eligible to receive a copy of these Rules or any amended Rules, and shall submit an acknowledgement of the receipt of the same to the Head of the Institution.

26. Power to Amend

The Governing Body shall have power to make any amendments to these Rules or any ancillary Rules.

27. Range of these Rules

These Rules supersede all existing/previous Rules relating to the terms of employment and service conditions of the teaching and non-teaching staff of the institute.



BANSAL INSTITUTE OF ENGINEERING TECHNOLOGY

NH-24, Near Sewa Hospital, Sitapur Road, Lucknow-226021

LEAVE APPLICATION

Name of Employee:

Designation:Department:

Type of leave: Casual Medical Duty Earned Other

Duration of Leave: From..... To..... Number of Day's.....

Reason for Leave:

Substitution: Arrangements made with.....Acceptance.....

Address during leave:

With Contact No.

Date:

Enclosed (Tick whichever is applicable)

1. Leave Arrangements

Signature

2. Medical Certificate

3. Letter of Approval of duty outside the institute

S.N.	Course Branch & Semester	Date & Period	Name of faculty who will teach in absence of the applicant faculty	Signature With Date

Recommended by HOD

Approved/Not Approved
Director/Dean