

PARVATHANENI BRAHMAYYA (P.B)
SIDDHARTHA COLLEGE OF ARTS AND SCIENCE
VIJAYAWADA

Policy Name:	Policy on Service regulations of un-aided staff
Originating/Responsible Department:	Principal
Approval Authority:	Academic Council

Preamble

P.B. Siddhartha College of Arts and Science is an aided private college governed by the guidelines of norms of Higher Education Institutions enunciated by Government of Andhra Pradesh. The college has both aided and unaided (self-financed) programmes under its governance. The guidelines for the appointment of aided staff members are covered by the norms of the Higher Education Institutions, Government of Andhra Pradesh. Yet it has well documented guidelines for the appointment of teaching and non-teaching staff under unaided stream. These Regulations shall be called as 'The **PB Siddhartha College of Arts and Science**

Vijayawada - Service Rules of the Un-Aided staff.

Applicability

These Regulations shall apply to all Regular Employees of the College, other than the following:

1. Engaged on part time basis
2. Engaged on contract/Ad-hoc basis

Definitions

1. '**The College**' means 'P.B. Siddhartha College of Arts and Science, Vijayawada, which is listed under 12 b and 2f sections of UGC and recognized as aided college by Government of Andhra Pradesh.
2. '**The Management**' means Secretary and correspondent of P.B. Siddhartha College of Arts and Science. Siddhartha Academy of General And Technical Education is the sponsor of the college and the secretary of the Academy is the secretary and correspondent of the college. The convener committee is the regular monitoring body as the representative of the management to oversee the functioning of the college.
3. '**The Governing Body**' means 'The Governing Body of the college' constituted as per the guidelines of Autonomous institutions.
4. '**The University**' means The Krishna University, Machilipatanam, the affiliating university and Jurisdiction area of the University.
5. '**The Principal**' means Head of the institution (HOI) designated by the Management of the college and recognized by the Parent University, APCHE, UGC and AICTE to discharge the duties and responsibilities.
6. '**Dean**' means the Dean of Academics and Administration appointed by the management
7. '**Director**' means, the person nominated by the management for the administration purpose.
8. '**Employee**' means a person who is employed by the management including Principal.
9. '**Vacation**' means holidays for a long spell in an academic year.

10. **'Competent Authority'** – Governing body in the case of Principal and Principal in the case of other employees.
11. **'Duty'** - an employee is said to be on duty (OD) in the case of following:
 - a) When the employee is absent from duty on authorized holidays, on permitted vacation or when availing any leave sanctioned by the competent authority.
 - b) When the employee is attending conferences, seminars, summer schools, workshops, Refresher Courses, Orientation courses, , quality improvement programs etc., duly permitted by competent authority, and
 - c) When the employee is attending to the work assigned by the competent authority in the interest of College/Management.
12. **'Leave'** means leave granted by competent authority to an employee to which he/she is eligible.
13. **'Pay'** means basic pay in the time scale or basic pay with special pay/allowance as the case maybe.
14. **'Year'** means calendar year/financial year / academic year as the case may be.
15. **'The Faculty of the college'** means, Principal, Director, Dean, Professor, Associate Professor, Assistant Professor, Guest person, Visiting person, Adjunct and such other persons as may be appointed for imparting education / Instruction or conducting research in the college and are categorized as Teachers.
16. **'Promotion'** means elevation to the next higher level as per Career Advancement Scheme

Employee's Classification

'Employee' means a person employed by the management of the college and includes teaching as well as non-teaching staff. Employees shall be classified into any of the following categories:

(a) Regular

Regular employee is one, who is employed against a regular post and includes an employee initially appointed on probation who has satisfactorily completed the period of probation.

(b) Probationer

Probationer is a member, who is provisionally employed on a regular post and is required to complete the probationary period to the satisfaction of the competent authority before regularization of his/her appointment.

(c) Temporary

A temporary employee includes a person who is appointed for a limited period mentioned in the appointment letter for work of an essentially temporary nature.

(d) Casual / Ad-hoc

Casual / Ad-hoc employee is one, who is employed to fulfil unexpected requirement due to unusual or seasonal work, or for work of an occasional or casual nature.

(e) Part-Time

Part-time employee means a person, who is engaged for work for less than the normal working hours. Part-time employees are ordinarily not entitled to the benefits provided to full-time employees. They are allowed such benefits as are specifically determined.

(f) Contract

The tenure of employment of an employee on contract is for a specified period of time and he is entitled to only the benefits specified in the contract of appointment. Such an employee shall have no right to claim regularization of his employment after expiry of the specified period. Unless terminated earlier by one month's notice or salary in lieu thereof, such appointment will automatically come to an end at the expiry of the specified tenure/period and no notice or compensation will be payable.

Appointments

Appointments process is carried out through direct recruitment. Direct recruitment will imply issue of an open advertisement through leading newspapers and inviting applications, followed by interviews conducted by Selection Committees, on the basis of whose recommendations all appointments will be made. Initially the appointment of the selected candidate will be on probation, for a period of two years, after which the performance of the appointee will be reviewed to regularize the appointment. The service conditions of the incumbent will be governed by the rules and regulations of the College issued from time to time.

Qualifications

The qualifications, age, experience etc., shall be as per UGC, AICTE, APCHE norms in respect of teaching staff and A.P. State Government / University norms in respect of Non-Teaching Staff.

Pay, Allowance, Increments:

1. Pay-Scales: The members appointed by the college shall be in the grades of Professor, Associate Professor, or Assistant Professor in so far as they take part in the teaching in the college and shall, except in the case of re-employed teachers and others whose terms of appointment specify otherwise, be paid salaries on such pay-scales, or at such stage of such pay-scales and allowances, as the college may adopt or decide from time to time, after taking into consideration the UGC guidelines/ A.P guidelines

2. Salary Payments: Salaries are paid monthly by bank transfer on the first day of the following month. Each member should provide complete details along with supporting documentary evidence to ensure that the TDS (tax deducted at source) can be calculated correctly.

3. Allowances & Perquisites: A member will be entitled to such allowances and perquisites as may be specified in the letter of appointment and/or as notified through any subsequent communications in this regard.

4. Annual Increment: Annual increment shall be granted to each member based on PBSAS system from the 1st of the month in which it falls due, unless it is with-held or postponed if his/her performance (work and conduct) has not been Good/Satisfactory, in the opinion of the competent authority. No increment shall, however, be with-held without assigning the specific reasons in writing. A teacher shall have the right to appeal to the higher authorities against the decision to withhold his/her annual grade increment

Promotion

Promotion of teachers from their existing level to the next higher level—whether on regular basis or in an officiating capacity —shall be based on merit-cum-length of service at the relevant level on the recommendation of the Selection Committee.

Payment of Gratuity; Act 1972

Applicability: The educational institutions employing 10 or more persons on any day in the preceding 12 months have been covered by the Act vide Notification No. S.O. S.No. S-42013/ 1/ 95.SS-II dated 3rd April 1997. An establishment to which the Act has become applicable continues to be governed by this Act even if the number of persons employed therein at any time falls below ten.

Entitlement: Gratuity is payable to an employee on the cessation of his employment after rendered continuous service for not less than five years:-

- (a) On superannuation, or
- (b) On his retirement or resignation, or
- (c) On his death or disablement due to accident or disease

Provided that the completion of continuous service of five years shall not be necessary where the termination of employment of any employee is due to death or disablement. "Disablement" means such disablement as incapacitates an employee for the work which he was capable of performing before the accident or disease resulting in such disablement.

Qualifying Period: The court has held that an employee who has put in 240 days' service during the fifth year should be deemed to have completed continuous five years' service. However, while calculating the total continuous service, any period of Leave without pay (LWP), unauthorized absence, etc. is not to be taken into account, as is treated as dies non for the purpose of payment of gratuity.

Calculation of Gratuity: For every completed year of service or part thereof in excess of six months, gratuity is payable @ 15 days' salary last drawn by the employee concerned. The wages / salary includes dearness allowance, but does not include any bonus, commission, house rent allowance, overtime wages and any other allowance. For employees on Government pay-scale, the salary means Basic Pay + Academic Grade Pay + Dearness Allowance (BP + AGP + DA). The 15 days' salary is calculated by dividing the monthly salary last drawn by 26 and multiplying the quotient by 15 i.e. [(monthly salary divided by 26) x 15].

Gratuity amount = $\frac{\text{monthly salary}}{26} \times 15 \times \text{Number of completed years.}$

26

Forfeiture of Gratuity: The gratuity payable to an employee can be forfeited to the extent of the damage / loss caused by an employee whose services have been terminated for any act, wilful omission or negligence, causing any damage / loss to, or destruction of property belonging to the employer, provided that such offences is committed by him in the course of his employment; Wholly or partially forfeiture if the services of such employee have been terminated for:(a)his riotous or disorderly Behaviour, conduct, or any other act of violence on his/her part; or

(b)any act which constitutes an offence involving moral turpitude, provided that such offence is committed by him in the course of his/her employment.

Working Hours, Attendance, Leave and Holidays

1. All members, irrespective of their status/level, will mark their attendance on the Biometric Attendance System installed by the College to record both incoming and outgoing timings.
2. The normal working hours are from 9.00a.m to 5.00p.m as per notifications from Administration from time to time. The management may regulate/stagger the hours of

attendance to suit the duties entrusted to an individual member. All are expected to strictly observe punctuality. During working hours, each member should ensure that the office knows, at all times, where He/she can be reached.

3. On occasions when a member is late for some unavoidable reason, or is away from office for any reason, he/she should inform the office accordingly.
4. An employee coming after Five minutes of the commencement of the working hours shall be marked late. Leaving office earlier than the scheduled time of departure and any failure to record the time of arrival and departure shall render the employees liable to disciplinary action, apart from debiting their leave account in accordance with the College's Leave Regulations. Unless otherwise stated specifically in the terms of appointment, every member may be called upon to perform such duties as may be assigned to him by the College.

Kinds of Leave Admissible

- (a) Casual Leave
- (b) Earned Leave
- (c) Maternity Leave
- d) Any other kind of leave, as approved by the Governing Body from time to time.

Discretion to Grant or Revoke Leave

Leave cannot be claimed as a matter of right. Discretion is reserved to the authority empowered to sanction leave, to refuse or revoke leave at any time according to the exigencies of the college's work.

Casual Leave (CL)

- 1 Every employee will be eligible for 15 days Casual Leave in a calendar year.
- 2 Maximum of 2 days Casual Leave can be availed at a time, provided that the leave is due to the individual employee.
- 3 In respect of a new employee who joins the service of the college, the Casual Leave entitlement during the first year of his employment, will be determined on the pro-rata basis of period of service rendered by him/her from the date of joining.
- 4 Casual Leave may be granted for the working days involved. Accordingly, any Saturday (where it is not a working day) / Sunday or any other weekly off day applicable to the employee concerned / College's holiday which intervenes, will not be counted towards leave.
- 5 Casual Leave may be taken in terms of ½ day, for the first or the second half of a day, the first half ending with the conclusion of the lunch interval and the second half beginning with the commencement of the lunch interval. However, half-day CL would be permissible up to five times during the entire year.
- 6 Casual Leave will not be granted in combination with any other kind of leave with pay; provided that in a case involving the employee's sickness, when no other kind of leave is due, such combination may be permitted by the competent authority.
- 7 Un-availed Casual Leaves cannot be carried forward to the next calendar year. The Casual Leave not availed up to December 31st will lapse.

Earned Leave (EL)

- Earned Leave can be availed on full pay and allowances only after the employee have completed 180 days actual service from the date of his joining. Any leave availed before completion of 180 days will be sanctioned as 'leave without pay'.
- Admissibility of Earned Leave to the Faculty/teaching Staff
- Earned leave at the credit of Faculty/teaching staff shall be accumulated

Sick Leave (SL)

- 1 Sick Leave can be availed only after completing at least two years actual service from the date of joining; excluding any period of Leave without Pay availed of by the employee concerned.
- 2 An employee will be entitled to 15 days Sick Leave in a year to be credited to the leave account
3. Sick Leave can be taken in combination with any other kind of leave, except Casual Leave, provided that in a case involving the employee's sickness, when no other kind of leave with pay is due, its combination with CL may be permitted by the competent authority.
- 4 Pay during sick leave will be equal to the pay drawn immediately before proceeding on Leave.
- 5 On return from sick leave (leave on medical grounds) if not found medically (physically and mentally) fit, the employee may not be allowed to resume duty until complete recovery from sickness and on production of certificate to fitness from a medical practitioner acceptable to the college.

Maternity Leave (ML)

- 1 Confirmed female employees will be eligible for grant of Maternity leave.
- 2 Maternity Leave on half pay would be admissible to female employees for a period not exceeding 180 days from the date of its commencement, on production of requisite medical certificate. Such leave would, however, be admissible on not more than two occasions in the entire service.
- 3 Maternity benefit is not entitled to a female employee unless she has actually worked for a period of not less than two years days in the immediately preceding twelve months period.
- 4 The date of absence from work should not be a date earlier than 45 days from the date of her expected delivery.
- 5 Maternity Leave may also be granted in case of miscarriage including abortion, subject to the condition that the total leave granted in this respect to a female employee in her career will not be more than 45 days, and the application for leave is supported by a medical certificate.
- 6 Maternity Leave may be combined with any other kind of leave except Casual Leave, if the request is supported by a Medical Certificate.
- 7 During the period of such leave, the leave salary will be equal to the salary drawn immediately before proceeding on maternity leave.
- 8 The eligible female employee shall apply on the prescribed form for grant of maternity leave enclosing therewith the requisite medical certificate; and also give an undertaking that she will not work in any establishment during the period in which she receives maternity benefits. In case the female employee works in any establishment after she has been granted Maternity Leave for any period, she shall forfeit her claim to the maternity benefit.

Attendance

Every member is required:

- (a) To attend office in time;
- (b) To strictly observe the prescribed lunch time and not to overstay;.
- (c) Not to leave office before the office time.

When an employee attends office late or leaves office early and the late attendance or early leaving, as the case may be, is not condoned / permitted by the leave sanctioning authority as may be specified in this behalf, for each such occasion of late attendance or early leaving, ½

day's Casual Leave may be debited to the employee's leave account. However, late attendance up to one hour for not more than two occasions in a month can be condoned by the leave sanctioning authority on request of employee, if convinced that it is due to unavoidable reasons

Resignation, Relieving and Termination

1. Any Member of the faculty in permanent service shall give three months' notice in case he/she desires to be relieved on resignation or in the alternative he/she shall pay three months' salary in lieu thereof;
2. The resignation shall come into force from the date from which the appointing authority accepts the resignation or the date of relief whichever is earlier. Normally they will not be relieved in the middle of a semester;
3. Any member of the Support Staff in permanent service shall give two months' notice in case he/she desires to be relieved on Resignation or in the alternative he/she shall pay two Months' salary in lieu thereof;
4. The resignation shall come into force from the date from which the appointing authority accepts the resignation or the date of relief whichever is earlier. Again, normally they will not be relieved in the middle of a semester;
5. Any member of the faculty/Support staff during probation or if appointed on local/ad-hoc basis, shall give one months' notice in case he/she desires to be relieved on resignation or in the alternative he/she shall pay one month salary in lieu thereof;
6. The resignation shall come into force from the date from which the appointing authority accepts the resignation or the date of relief whichever is earlier. Normally Teaching faculty members will not be relieved in the middle of a semester;
7. However, the management reserves the right to waive the notice period or the compensation thereof.

Policy Related to Termination of Services of an Employee

1. The services of a temporary employee are liable to terminated at any time without assigning any reasons whatsoever;
2. The Management reserves the right to terminate the service of an employee whether probationer or regular on medical grounds giving 3 months' notice or in lieu thereof 1 month pay;
3. A service file shall be maintained in case of all employees;
4. Any service rule, which involve financial commitments, will be subject to availability of funds and decision of the Management will be final;
5. The Management, subject to the ratification of the governing council, is the authority for introducing, repealing or amending any service rule as deemed necessary for day-to-day administration of the College.

GRIEVANCE REDRESSAL MECHANISM:

Institute has its own Grievance Redressal committee for staff and students. The committee reviews the grievances received and resolves it. Based on severity of complaints, it is resolved in time limit suggested by management. Identity of person filing complaint in suggestion boxes are kept confidential. The solution/decision with regard to suggestion is communicated to related committee/cell or individual of the Institute for further action. In case of emergency following members i.e. Principal, Director, Dean, Concerned Faculty member and Office Superintendent can be contacted immediately. The Grievances of the

faculty and staff are redressed timely to keep them happy all time for their performance efficiency and satisfaction.