

BAPATLA ENGINEERING COLLEGE

SERVICE RULES

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1. Scope of Application

- i) These Regulations shall apply to all regular employees of the College appointed against the posts approved by the Governing Body.
- ii) These Regulations shall come into force from the date of approval by the Governing Body.
- iii) If any doubt arises as to the application or interpretation of these Regulations to any employee, the matter shall be referred to the Principal of the College.
- iv) These Regulations shall be applicable to both Teaching and Non-Teaching staff of the College except where a special provision has been made for Teachers in these Regulations.
- v) (a) In any case where there is no specific provision in these Regulations on any matter or when any clarification or interpretation of provision(s) contained herein is required, the Government Body interpretation holds good.
(b) With regard to the service conditions of teachers, relevant AICTE Regulations together with their amendments from time to time shall apply to the extent accepted by the Government Body.

2. DEFINITIONS:

2.1 APPOINTED TO THE COLLEGE SERVICE:

- (a) A person is said to be appointed to the College service in a cadre when he/she discharges for the first time the duties of a post or commences the probation or training prescribed there for.
- (b) Appointment to any service, class or category shall be by one or more of the methods indicated below as may be applicable to the relevant post:
 - (i) Direct Recruitment
 - (ii) Recruitment/Appointment by Transfer from any of the BES Institutes
 - (iii) Promotion
 - (iv) Contract/Temporary Appointment

(vi) Appointment of persons of high academic distinction and professional attainments as Professors by invitation.

2.2 CADRE means the approved strength of a category in the Bapatla Engineering College

2.3 DAY means a calendar day beginning and ending at midnight. But an absence from the headquarters which is of 24 hours duration is reckoned as one day at whatever hour the absence begins or ends.

2.4 EMPLOYEE means a member of both teaching and non-teaching staff appointed in approved posts and includes those appointed on probation or on temporary basis,

2.5 FACULTY MEMBER OF THE COLLEGE means a person appointed by the College, in accordance with the rules framed for the purpose.

2.6 PROBATIONER is a person appointed to the service of the College in a regular vacancy whose conduct and abilities are put to test for a period specified in the rules of the College.

2.7 APPROVED PROBATIONER means a person who, having been appointed to the College service on regular basis, has satisfactorily completed the period of probation prescribed to the post.

2.8 DISCHARGE OF A PROBATIONER means reverting the full member of another post to his original post in case he could not successfully complete the period of probation prescribed to the post or dispensing with the services of a person appointed to the post for the first time for not successfully completing the period of probation.

2.9 ADDITIONAL CHARGE means allowing a College employee to perform duties of another post, in addition to the duties of his/her own post, on which no other employee holds a Study leave. Holding additional charge of another post shall not amount to appointment to that another post.

2.10 OFFICIATING ARRANGEMENT means allowing a College employee to perform the duties of a post on which another employee holds a Study leave. College may, if it thinks fit, appoint its employee to officiate in a vacant post on which no other College employee holds a Study leave.

2.11 DUTY: An employee is said to be on duty while

- i) Performing the duties of the post to which appointed
 - ii) Undergoing probation or training to be followed by confirmation
 - iii) On authorized holidays or casual leave
 - iv) On vacation
 - v) Attending conferences, workshops, symposia, etc., when deputed by the College
 - vi) On tours attending to College work entrusted to him/her relating to his/her post
- 2.12 FAMILY shall include the members of the family as specified in the relevant Rules.
- 2.13 HEAD OF THE DEPARTMENT (Academic) means a teacher in each Department (Academic) nominated to this position by the Principal as per rules framed for the purpose.
- 2.14 HONORARIUM means a recurring or non-recurring payment granted to an employee as remuneration for special or professional work.
- 2.15 LEAVE SALARY means the monthly emoluments paid by the College to its employees on leave sanctioned by the College.
- 2.16 PAY means the amount drawn by the College employee on duty every month which includes the basic pay, Dearness Allowance and personal pay, if any and any other emoluments which may be specially classed as pay by the Governing Body.
- 2.17 TIME-SCALE OF PAY means pay which, subject to the conditions prescribed in these Regulations, rises by periodical increments from a minimum to a maximum.
- 2.18 PAY-PERSONAL: Personal pay means additional pay granted to a College employee
- (i) to save him from loss of substantive pay in respect of a permanent post due to revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure and
 - (ii) in exceptional circumstances, on other personal considerations by the GOVERNING BODY.
- 2.19 PAY-SPECIAL: Special pay means an addition of the nature of pay to the emoluments of a post or of an employee, granted in consideration of
- (i) the especially arduous nature of the duties or
 - (ii) a specific addition to the work or responsibility.
- 2.20. PAY-SUBSTANTIVE: Substantive pay means the pay other than special pay or personal pay.

2.21 **SUBSISTENCE ALLOWANCE** means a monthly allowance made to an employee of the College who is not in receipt of pay or leave salary during the period of suspension.

2.22 **TRAVELLING ALLOWANCE** means all allowances granted to an employee of the College as per the T.A. rules in force to cover the expenses which he/she incurs in travelling in the interests of the College or on College business and having been authorized by the appropriate authority.

2.23 **SERVICE-TEACHING:** The faculty members of the College shall be of the following three categories and/or any other category approved by UGC/AICT from time to time:

1. Professor
2. Associate Professor
3. Assistant Professor

2.24 **SERVICE-ADMINISTRATIVE and PROFESSIONAL:** The following are the posts that fall under the Administrative Service:

1. Registrar/Office Manager/Administrative Officer
2. Accounts/Finance Officer
3. Assistant Registrar/Assistant Manager
4. Medical Officer
5. Librarian
6. Assistant Librarian
7. Physical Director
8. Assistant Physical Director

2.25 **SERVICE-ENGINEERING:** Engineering Services include all categories of employees whose duties are technical in nature and whose services are utilized in the Engineering Department and any other employee specially defined as such by the GOVERNING BODY. The following are the posts that fall under Engineering Service:

1. Workshop Superintendent
2. Foreman/Supervisor
3. Executive Engineer
4. Assistant Engineer
5. Draughtsman

6. Electrician
7. Wireman
8. Motor Mechanic
9. Driver
10. Generator Operator
11. Work Inspector
12. Pump Attender
13. Plumber
14. Carpenter

2.26 SERVICE-TECHNICAL: Technical Services include all categories of employees whose duties are technical in nature and whose services are utilized in the Departments other than the Engineering Department. The following are the posts that fall under the Technical Service:

1. Electronic Engineer
2. Programmer
3. Computer Operator
4. Senior Technical Assistant
5. Key Punch Operator/ Data Entry Operator
6. Photographer
7. Sanitary Inspector
8. Technician
9. Compounder-cum-Nurse
10. Instrument Mechanic
11. Binder
12. Head Cook
13. Asst. Cook

2.27 SERVICE-MINISTERIAL: Ministerial Services include all categories of employees whose duties are entirely clerical, and any other class of employees specially defined

as such by the Executive Council. The following are the posts that fall under the Ministerial Service:

1. Superintendent
2. Personal Assistant.
3. Library Assistant.
4. Senior Assistant
5. Care Taker
6. Technical Assistant (Library)
7. Steno-Typist
8. Junior Assistant/Store-keeper/Typist/Telephone Operator
9. Record Assistant.
10. Security Assistant
11. Garden Supervisor

2.28 SERVICE-MISCELLEANEOUS: The Miscellaneous services, generally are the last Grade Services include all services in posts carrying the lowest time scale of pay or any other post which is declared to be such by the GOVERNING BODY. The following are the posts that fall under the Last Grade Service:

1. Office Subordinate
2. Sanitary Worker
3. Sweeper
4. Cleaner (Bus)
5. Watchman
6. Reading Room Boy
7. Rice/Utensil Cleaner
8. Store Boy/Maid
9. Helper
10. Sports Boy
11. Gardener

3 GENERAL CONDITIONS OF SERVICE

3.1 AGE:

- (i) A person shall not be eligible for appointment by direct recruitment to any of the posts if he/she has not completed the age of 18 years on the First of July of the year in which the recruitment is made.
- (ii) The upper age limit for eligibility for direct recruitment of Non-Teaching Staff shall be as decided by the GOVERNING BODY from time to time as on the date of notification.
- (iii) Age limit in respect of teaching posts shall be as per the College norms set by the governing Body from time to time.
- (iv) The date of birth entered in the service record at the time of entering service of a member of the Teaching or Non-Teaching staff of the College will not be altered subsequently. The change of date of birth will not be affected as far as the service record is concerned even though any subsequent change of date of birth is made in the School or College records due to any judgment decree or order of a Civil Court.

3.2. ORDER OF APPOINTMENT:

Every appointment of a person to the College service shall be through an order of appointment which shall clearly indicate the nature of appointment, scale of pay, period of probation, etc.

- (i) The GOVERNING BODY shall appoint members of all services in the College.
- (ii) In all types of appointments, the maximum time allowed for reporting to duty shall be 30 days unless and otherwise specified in the order of appointment. The Principal may, in genuine cases, extend time for reporting to duty by such time as he/she deems fit.

3.3. MEDICAL CERTIFICATE:

- (a) Every person other than the Principal, appointed for the first time, to a post in the College service shall invariably produce a medical certificate of health as to the physical fitness of the candidate issued by the Medical Officer or any other qualified doctor

appointed for the purpose by the College. Appropriate format prescribed is given in **Annexure-I.**

(b) No further medical examination shall be required for confirmation of services.

3.4. *WHOLE TIME EMPLOYMENT:*

Unless in any case it be otherwise distinctly provided, the whole time of a College employee is at the disposal of the College which pays him/her, and he/she may be employed in any manner required by the College authorities concerned without claim for additional remuneration.

3.5. *WORK OTHER THAN THAT OF THE POST HELD BY AN EMPLOYEE:*

- (i) No full-time employee of the College shall undertake any other remunerative work or honorary work without the prior approval of the Principal.
- (ii) No permission is required for publications embodying one's research work or books of reasonably good standard or radio talks or T.V. programs relating to his/her subject or of literary value or any topic of general interest, however credentials in the publication must be given to the college.

3.6 *SUBSTANTIVE APPOINTMENT TO ONLY ONE POST:*

- (i) Two or more persons cannot be appointed substantively to the same permanent post at the same time in the College.
- (ii) A College employee cannot be appointed substantively, except as a temporary measure, to two or more permanent posts at the same time.
- (iii) A College employee cannot be appointed substantively to a post on which another College employee holds a Study leave.

3.7. *TRANSFERS:*

- (i) The transfers of employees from one Branch/Section to another Branch/Section in the College or to a sister Institution of the Society or to the Society Office may be taken-up by the College ordinarily once in three years, or whenever needed.

- (ii) Transfer of an officer/employee shall not be completed until the Letter of Transfer of Charge has been signed by both the relieving and the relieved employees. Pay and allowances shall not be drawn in case no such Letter is received in the establishment section in respect of such transferred employees. A copy of the charge list shall also be enclosed to the Letter (Format is given as **Annexure-II**).

3.8) *CONDUCT RULES:*

All the employees of the College shall be subjected to the disciplinary control of the Governing Body and other authorities or officers specified in this behalf by the GOVERNING BODY or by Statutes.

Detailed Conduct rules are given in **Annexure-IV**

3.9. *PROBATION:*

- (i) No person appointed to a post in the College shall be eligible to be confirmed as a regular employee of the College without being on probation for the period prescribed by the rules governing appointment thereto or in the order of appointment.
- (ii) Every person appointed to a category by direct recruitment shall be on probation for a total period of two years. Every person appointed to any category or grade by promotion shall be on probation for a total period of one year.
- (iii) **Date of commencement of probation:** If a person having been appointed temporarily to a post and is subsequently appointed to the post on a regular basis, he/she shall commence his/her probation from the date of such subsequent appointment or from such earlier date as the appointing authority may determine.
- (iv) **Service in a higher post counting for probation:** The services of a probationer in any post in the same cadre or in any post in a higher cadre during the period of probation counts for the period of probation prescribed for such a probationer to the first post.
- (v) **Extension, Suspension or termination of probation:**
- (a) If, within the period of probation, a probationer fails to acquire the qualifications specified in the order of appointment or to pass the tests prescribed in the rules OR fails to serve the period of probation satisfactorily, the appointing authority may, by order, discharge the probationer from service or extend the period of probation. Such

extension in any case shall not exceed two years, extension being ordered for not more than one year at a time.

(b) The appointing authority may at any time before the expiry of the period of probation,

- suspend the probation of a probationer and discharge him/her from service for want of a post.
- terminate the probation of a probationer and discharge him/her from service for unsatisfactory work or incompetence.

(vi) Probationer's suitability for Regularization:

- (a) At the end of the prescribed or extended period of probation, the appointing authority shall consider the probationer's suitability for regularization of the post for which he/she was selected.
- (b) If found suitable, the appointing authority, as soon as possible, issue an order declaring the probationer to have satisfactorily completed the period of probation which enables the employee as a regular employee in the College service.
- (c) If found not suitable for regularization, the appointing authority shall, by order, discharge him/her.

(vii) Delay in discharge of probationers:

- (a) Any delay in the issue of an order discharging a probationer shall not entitle him/her to be deemed to have satisfactorily completed his/her probation.
- (b) However, the delay shall not exceed one year and where it exceeds it shall be construed that the probationer is deemed to have completed the period of probation satisfactorily with retrospective effect.

3.10 RECORD OF SERVICES:

- (i) A service register shall be opened for every employee of the College within one month from the date of his/her first entry into the College service.
- (ii) In the service register, every step in the official life of the employee shall be recorded and attested.

- (iii) The date of birth once recorded, based on evidence, in the service register shall not be changed.
- (iv) Each entry of the service register shall be duly verified and attested by the competent authority.
- (v) Annual verification of service registers shall be undertaken in the month of July, as to the correctness of entries made till 30th June of the preceding year and entry to that effect be made by the Officer concerned.
- (vi) The name of the Nominee (s) of every employee shall be obtained in the prescribed form and recorded in the Service Register.
- (vii) A photo copy of one's Service Register can be given to an employee on request.

3.11 EMPLOYEES' AUTHORIZED ABSENCE FROM DUTY:

The absence of an employee from duty in such service, whether on leave or for study leave or for any other reason is suspended or not, shall not, if he/she is otherwise fit, render him/her ineligible on his/her return-

- (a) For re-appointment to a substantive or officiating vacancy in the class, category, or post in which he/she may be a probationer or an approved probationer; and
- (b) For promotion from a lower to higher category in such service.

3.12 SERVICE CONTRACT:

- (i) Every College employee including teachers shall be appointed under a written contract in the prescribed form. The contract shall be lodged with the Principal and a copy thereof shall be furnished to the employee concerned.
- (ii) The service contract shall be executed within one month of the date of employee's joining duty failing which he/she shall have no claim for pay and allowances. The proforma for Service Contract is given as **Annexure-III**.
- (iii) When an employee in a lower grade of pay is appointed to a higher grade, he/she shall be required to execute a fresh contract.

3.13 SANCTION OF STUDY LEAVE:

Definition of Study leave: Study leave means the title of an employee to hold substantively, either immediately or on the termination of a period or periods of absence, a regular post including a tenure post to which he/she has been appointed substantively.

(a) Applications from the College employees (Teaching or Non-Teaching) for grant of Study leave for taking up studies in other institutions may be dealt with under the following categories:

- (i) For pursuing postgraduate studies or pursuing Ph.D. either in India or abroad,
- (ii) For pursuing post-doctoral studies either in India or abroad.

(b) Rules for academic purposes subject to the General Rules given hereunder:

(i) The employee should have put in a minimum of three years' experience in the College.

(ii) The period of Study Leave granted shall be not more than the actual period of study or for a period sought by the applicant whichever is less. Further extension of leave on Study leave may be granted for a period of not more one year on merits of each case subject to a total period of three years at a stretch.

(iii) In the case of request for grant of Study leave for postdoctoral studies, the period of Study leave granted shall be for one year extendable by another year on the merits of the case.

(iv) Request for extension of Study leave shall be considered on submission of satisfactory reports on the progress of the work done issued by the Head of the Institution concerned.

(v) After return, the employee should submit a report on the work done during the Study leave period.

(c) General Rules for Sanction of Study leave:

(i) The employee should be a regular employee in the College working in a substantive post. No teacher who has been appointed specifically, to teach a specialized subject shall be considered for Study leave, unless a substitute is available in the department.

(ii) No teacher, who has a scheme on hand for which funds have been received from the College or from outside funding agencies, shall be relieved on Study leave for

until completion of the scheme or alternative arrangements are made by the appropriate authorities and approved by the funding agencies.

- (iii) No teacher under whom Research Scholars are working shall be considered for Study leave unless alternative arrangements are made for the Research Scholars.
 - (iv) All applications for sanction of Study leave or extension of the same should be submitted sufficiently in advance through proper channel along with the supporting documents indicating the purpose for which the Study leave is sought for.
 - (v) Study leave shall be granted on the merits of each case but not as a matter right. Not more than 1/10th of the staff members of a department are eligible for Study leave at any one time. Among the applicants for sanction of Study leave from a department/office, preference may be given to those who are seeking Study leave for the first time. Other things being equal, applications shall be processed on first-come-first-served basis.
 - (vi) Employees who are proceeding on Study leave and who are provided with financial assistance during the period of Study leave by the College should execute a bond giving an undertaking to serve the College on the expiry of Study leave for a period equal to the period of Study leave granted. No employee during the period of obligation to serve the College under the bond is eligible for sanction of Study leave again, until he/she completes the period of service in the College as specified in the bond.
 - (viii) Every employee proceeding on Study leave should report back to the College on expiry of the same. If he/she does not do so or fails to pay the amount stipulated in the bond to the College, suitable action will be taken as per the rules in force and that may be amended from time to time.
 - (ix) Any employee granted leave shall pay to the College the leave salary and other contributions, if any, as prescribed by the Governing Body from time to time to consider the period of authorized Study leave for the counting of service for retirement benefits.
- (f) The Academic Council is the competent authority to grant Study leave.

3.14 RESIGNATION:

- (i) A College employee may resign from the service of the College and the acceptance of his/her resignation by the appointing authority is subject to the fulfillment of the condition that the employee may by resignation terminate his/her services by giving three months' notice or on payment of salary in lieu of notice and shall take effect:
 - (a) In case he is on duty, from the date on which he/she is relieved of his/her duties in pursuance of such acceptance.
 - (b) In case he/she is on leave, from the date of communication of such acceptance to the employee or from such other date as the said authority may specify:
Provided that a resignation of a College employee who is placed under suspension from service, pending investigation or enquiry into grave charges or who is deemed to have been suspended under the Discipline and Appeal Rules of the College shall not be accepted during the period of such suspension.
Provided further that the employee may withdraw his/her resignation before it takes effect.
- (ii) No withdrawal of resignation shall be permitted except with the sanction of the Governing Body, after the date of its actual acceptance by the appointing authority.
- (iii) A member of a College service shall, if he resigns, forfeit not only the service rendered by him/her in the post held by him/her at the time of resignation but all his/her previous service under the College. He/she shall not be entitled to any terminal benefits such as leave salary, gratuity, etc., if any.
- (iv) The reappointment of such person to the service shall be treated in the same way as a first appointment to the service by direct recruitment and all rules governing such appointment shall apply and, on such reappointment, shall not entitle him/her to count any portion of his/her previous service for any benefit or concession admissible under any rule or order of the College.

3.15 RETIREMENT:

The rules of retirement of Teaching and Non-teaching staff shall be as prescribed Governing Body and as amended from time to time.

3.16 TERMINATION OF SERVICES:

- (i) The College shall have the right to terminate the appointment of any employee of the College for reason of want of vacancy, abolition of post, unsatisfactory performance and such other reasons by giving notice of three months before the date of termination of appointment or by paying an amount equal to the salary of three months without giving any notice:

Provided that, if the termination is affected during the period of notice of three months the employee shall be paid such pay and allowances as might be admissible to him/her for the unexpired portion of the notice of three months.

However, in the case of employee under probation, one-month notice is enough.

- (ii) The College shall also have the right to terminate any employee of the College for reason of misconduct, involvement in criminal offence, financial fraud, or for any such behavioral issues without any notice. The termination comes into effect immediately after issuing the order to the employee. The employee may be paid the due amount if any after deducting the amounts due from the employee due to misappropriation or as penalty. No notice period is required in such cases.
- (iii) It shall be competent for the appointing authority to terminate the services of any employee of the College, if it is satisfied on the report of a Medical Board or Medical Officer, as the case may be, appointed by the appointing authority for the purpose, that the employee is incapacitated or seriously afflicted with an illness and he/she is likely to continue incapacity or ill health. An employee so discharged from service of the College shall not be entitled to any damages or compensation whatsoever.

4. PAY AND ALLOWANCES

4.1. DRAWING OF PAY AND ALLOWANCES:

All the members of the College service, both teaching and non-teaching, shall be entitled to such emoluments (basic pay, dearness allowances, HRA, etc.) as determined by the Governing Body based on the orders issued by the Government of Andhra Pradesh from time to time.

- (i) A College employee will begin to draw the pay and allowances attached to the post with effect from the date on which he/she assumes the duties of a regular post and shall cease to draw them as soon as he/she ceases to discharge those duties.
- (ii) In the case of assumption of duties on the afternoon, the pay and allowances shall be drawn from the following day.

4.2. FIXATION OF PAY: It shall be competent for the appointing authority to fix the initial pay of a person appointed to the post.

- (i) All new appointments shall ordinarily be made on the minimum of the time scale attached to the post.
- (ii) If the employee holds a Study leave on a regular post, or would hold a Study leave on such a post had his Study leave not been suspended:
 - (a) When appointment to the new post involves the assumption of duties or responsibilities of greater importance than those attaching to such regular post, he/she will draw as initial pay the stage of the time scale next above his substantive pay in respect of the old post.
 - (b) When appointment to the new post does not involve such assumption he/she will draw as initial pay the stage of the time scale which is equal to his substantive pay in respect of the old post, or if there is no such stage, the stage next below that pay plus personal pay equal to the difference.
- (iii) In order to remove the anomaly of a College employee promoted or appointed to a higher post and drawing a lower rate of pay in that post than another employee junior to him/her in the lower post and promoted or appointed subsequently to another identical post, in all such cases, the pay of the senior in the higher post should be

stepped up to a figure equal to the pay as fixed for the junior in that higher post subject to the conditions that –

- (a) both the employees should belong to the same cadre.
- (b) their scale of pay should be identical.
- (c) the anomaly should be directly the result of implementation of this rule. If in the lower post the junior employee draws from time to time a higher rate of pay than the senior by grant of advance increments etc., the pay of the senior employee need not be stepped up.
- (d) For settlement of the cases of stepping up of pay of senior employees on par with the pay of their juniors as per rules, the request/representation of the senior employees must be received up to a period of one year after the promotion of their juniors.

Under no circumstances, such representations beyond one year after the promotion of their juniors can be allowed.

4.3. CHANGE OF POST TREATED AS TRANSFER: The holder of a post, the pay of which is changed, shall be treated as if he/she were transferred to a new post on the new pay and his/her pay in the new time-scale be fixed in accordance with the principle laid down in clause 2 (ii)(a) above provided that he/she may at his/her option retain his/her old pay until the date on which he/she earns his/her next or any subsequent increment on the old scale, or until he/she vacates his/her post or ceases to draw pay on that time scale. The option once exercised is final.

4.4. RULES RELATING TO INCREMENTS:

(i) Service for increment:

- (a) All duty in a post on a time scale counts for increments in that time scale. Service in another post, whether in a substantive or officiating capacity, service on deputation and leave other than extraordinary leave, count for increments in the time scale applicable to the post.
- (b) In the case of teachers or other employees of the College appointed temporarily or in an officiating capacity, approved, continuous, temporary or officiating service in

any post, may count for increment in the time scale in which the temporary or officiating appointment is made.

(c) Probation shall not be a bar to increments. Annual increments may be granted to officers, teachers and employees of the College appointed on probation, after the completion of one year's satisfactory service.

(ii) Service in higher post counts for increment in the lower post: If a College employee, while officiating in a post or holding a temporary post on a time scale of pay, is appointed to officiate in a higher post or to hold a higher temporary post, his/her officiating or temporary service in the higher post shall, if he/she is reappointed to the lower post, count for increment in the time scale applicable to such lower post.

iii) Increment Sanctioning Authority:

Governing Body or any other authority as delegated by the governing Body is the increment sanctioning authority.

(iv) Power to suspend or withhold increment:

The power to suspend, postpone or withhold the increment with or without cumulative effect of any employee of the College, due to poor performance/behavioral aspects including insubordination/ shall be vested with the Governing Body. In ordering the withholding of an increment, the withholding authority shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments.

(v) Advance Increment:

The appointing authority may grant, at the time of appointment, advance increment(s) to College employees on a time scale of pay based on the recommendation of the Selection Committee.

(vi) Reduction to a Lower grade or Post:

The Governing Body when ordering the reduction in rank of a College employee as a penalty from a higher to a lower grade or post may allow him/her to draw any pay not exceeding the maximum of the lower grade or post which it may think proper:

Provided that the pay allowed to be drawn by a College employee under this rule shall not exceed the pay which he/she would have drawn by the operation of Rule 22 read with clause (b) or clause (c), as the case may be, of Rule 26 of Fundamental Rules.

If a College employee is, because of gross misconduct or inefficiency, reduced to a lower grade or post or to a lower stage in his time scale, the competent authority when ordering such reduction, shall state the period for which it shall be effective and whether, on restoration, it shall operate to postpone the future increments and if so, to what extent.

(vii) Non-continuous service:

An officiating College employee who has no substantive appointment cannot count non-continuous officiating service for increments in a time scale.

4.5. PAY AND ALLOWANCES DURING SUSPENSION, REMOVAL OR DISMISSAL:

(i) Pay and Allowances: The pay and allowances of a College employee who is dismissed or removed from service cease from the date of such dismissal or removal.

An employee under suspension pending enquiry shall not draw his pay and allowances during the period of suspension but is entitled to a subsistence allowance at such rates as the suspending authority may direct, but not exceeding one-half of the pay (drawn on the date of suspension) with proportionate allowances of the party concerned on certification that he/she is not engaged in any other employment, business, profession or vocation. When the suspension of a College employee is held to have been unjustifiable or not wholly justifiable, or when a College employee who is dismissed, removed or suspended is reinstated, the appellate authority may grant to him/her for the period of his/her absence from duty:

(a) If he/she is fully exonerated from the alleged misconduct, the full salary to which he/she would have been entitled if he/she had not been dismissed, removed or suspended.

(b) If otherwise, such proportion of such pay and allowances as the appellate authority may prescribe.

ii) A College employee who has been committed to prison either for debt or on a criminal charge shall be considered as under suspension from the date of his/her arrest, and therefore entitled only to subsistence allowance until the termination of the proceedings against him/her. If he/she is not dismissed or removed, subsequently, adjustment of his/her pay and allowances shall be made according to the conditions

and terms prescribed above, the full amount being given only in the event of the employee being considered to be acquitted of blame, or where if the imprisonment was for debt, it is proved that the employee's liability arose from circumstances beyond his control.

- (a) The amount of subsistence allowance, if any, already drawn, shall be deducted from the pay and allowances or proportion of them which may be granted later.
- (b) The grant of pay and allowances or a portion of them does not cancel any officiating arrangements that may have been in force while the employee was under suspension not as a punishment.
- (iii) Leave during suspension: Leave shall not be granted to a College employee under suspension.
- (iv) Where suspension is awarded as a punishment, the employee is not entitled to any pay and allowances for the period of suspension.

4.6. RE-EMPLOYMENT OF RETIRED EMPLOYEES:

The Governing Body shall have the power to reemploy in special cases, the employees of the College including those belonging to last grade service, after attaining the age of superannuation for a period of not exceeding 5 years, the reemployment being for one year at a time subject to the following conditions:

- (i) Service during the period of reemployment shall not count for purposes of increment and other benefits. It shall, however, count for purposes of leave.
- (ii) The pay and allowances of the employee shall be as decided by the Governing Body
- (iv) The Governing Body may also appoint retired teachers on reemployment basis on consolidated pay or on payment of honorarium at the rates fixed by it.

4.7. The Governing Body may fix the remuneration, allowances, rate of daily wage, etc., as it deems fit in respect of persons working (teaching and non-teaching) in the College on purely temporary basis.

5.0 WORKLOAD

5.1 The workload of the teachers in full employment should not be less than 40 hours a week for 30 working weeks (180 teaching days) in an academic year. It should be necessary for the teacher to be available for at least 7 hours daily in the University/College, out of which at least 2 hours for mentoring of students (minimum 15 students per coordinator) for Community Development/Extra Curricular Activities/library consultation in case of Under Graduate Courses and at least 2 hours for research in case of Post Graduate courses, for which necessary space and infrastructure should be provided by the University/College. The minimum direct teaching-learning process hours should be as follows:

- Assistant Professor 16hours
- Associate Professor and Professor 14 hours

5.2 A relaxation of two hours in the workload may, however, be given to Professors and Associate Professors who are actively involved in extension activities and administration.

ANNEXURE - I
BAPATLA ENGINEERING COLLEGE
CERTIFICATE OF PHYSICAL FITNESS

This form is to be used by every candidate who is required by the College to produce a certificate of physical fitness. It must be signed by the qualified doctor appointed for the purpose by the authority.

Name and Rank of the Officer granting the certificate:

I do hereby certify that I have examined (full name) _____

_____, a candidate for employment under **Bapatla Engineering College** in the _____ service as _____ and cannot discover that he/she

has any disease, constitutional affection or bodily infirmity.

His/her vision is normal.

Hearing is normal/defective (much or slight)

SIGNATURE:

DESIGNATION

Station:

Date:

ANNEXURE – II

BAPATLA ENGINEERING COLLEGE

CERTIFICATE OF TRANSFER OF CHARGE

1. Name of the Officer / Employee taking over charge:

Designation and Department:

2. Name of the Officer/Employee handing over charge:

Designation and Department

3. Authority under which transfer is affected:

(Number and date of the transfer order shall be cited)

4. Date and time of handing over and taking over of charge:

5. Whether lists of files, furniture, etc., have been signed by both the Officers/Employees and enclosed to this certificate:

6. Are there any discrepancies noticed from the previous charge lists? If so, reasons to be furnished:

Signature of the Officer/Employee
Handing over charge

Signature of the Officer/Employee
Taking over charge

ANNEXURE – III
BAPATLA ENGINEERING COLLEGE

PROFORMA FOR SERVICE CONTRACT

ARTICLES OF AGREEMENT executed on this _____ day of _____ (month) of the year two thousand _____ between

(Name of the Employee) residing at of the first part (herein after called 'the party of the first part') and the Bapatla Engineering College of the second part represented by its Principal.

WHEREAS Bapatla Engineering College (hereinafter referred to as 'the College') has engaged the party of the first part as _____ (Designation) and the party of the first part has agreed to serve the College on the terms and conditions hereinafter contained.

Now these presents witness and the parties hereto respectively agree as follows:

1. The party of the first part shall submit to the lawful orders of the College and of the authorities under whom he/she may, from time to time, be placed by the College and shall remain in the service of the College until further orders commencing from _____ (Date of joining duty) Subject to the terms and conditions contained herein.
2. The party of the first part shall devote his/her whole time and attention efficiently and diligently to his/her duties and always obey the service rules including the College employees' conduct, discipline and appeal rules and shall whenever required proceed to any Institute of the Society and perform there such duties as may be assigned to him/her.
3. The party of the first part shall, from the date of coming into force of these presents, be granted Rs. _____ (Basic Pay) in the scale of Rs. _____ (Pay Scale). He/she shall also be eligible for the usual allowances admissible under the rules of the College in force.
4. The party of the first part shall, during the period of this agreement, earn leave according to the rules applicable to him/her.
5. If the party of the first part is required to travel in the interest of the College Service, he/she shall be entitled to travelling allowance as per College Travelling Allowance Rules on the scale applicable to his/her grade.
6. The party of the first part may by resignation terminate his/her services by giving 3 months notice or on payment of salary in lieu of notice.

7. Regarding any matter in respect of which no provision has been made in this agreement, the provisions of the rules made or deemed to have been made, the provisions of any Act or rule made by the College in regard to the employee's borne category of _____ (Designation) and in subsequent promotions/appointments in the College service shall apply to the extent to which they are applicable to the service of the party of the first part under this agreement and the decision of the College as to their applicability shall be final.

IN WITNESS WHEREOF

_____ (Name), the party of the first part and the
Principal acting for and on behalf of the College have hereinto set their hands on
date_____.

SIGNED BY THE PARTY OF
FIRST PART IN THE PRESENCE OF
WITNESSES:

SIGNED BY THE PRINCIPAL
BAPATLA ENGINEERING COLLEGE

1.Name:

Signature

2. Name:

Signature

ANNEXURE IV
BAPATLA ENGINEERING COLLEGE
CODE OF CONDUCT AND PROFESSIONAL ETHICS

IV.I. TEACHERS

IV.I.I RESPONSIBILITIES:

Whoever adopts teaching as a profession assumes the obligation to conduct himself / herself in accordance with the ideal of the profession. A teacher is constantly under the scrutiny of his students and the society at large. Therefore, every teacher should see that there is no incompatibility between his precepts and practice. The national ideals of education which have already been set forth and which he/she should seek to inculcate among students must be his/her own ideals. The profession further requires that the teachers should be calm, patient and communicative by temperament and amiable in disposition.

Teachers should:

- (i) Adhere to a responsible pattern of conduct and demeanor expected of them by the community;
- (ii) Manage their private affairs in a manner consistent with the dignity of the profession;
- (iii) Seek to make professional growth continuous through study and research;
- (iv) Express free and frank opinion by participation at professional meetings, seminars, conferences etc. towards the contribution of knowledge;
- (v) Maintain active membership of professional organizations and strive to improve education and profession through them;
- (vi) Perform their duties in the form of teaching, tutorial, practical, seminar and research work conscientiously and with dedication;
- (vii) Co-operate and assist in carrying out functions relating to the educational responsibilities of the college such as: assisting in appraising applications for admission, advising and counseling students as well as assisting the conduct of examinations, including supervision, invigilation and evaluation; and

- (viii) Participate in extension, co-curricular and extra-curricular activities including community service.

IV.I.II. TEACHERS AND THE STUDENTS:

Teachers should

- (i) Respect the right and dignity of the student in expressing his/her opinion;
- (ii) Deal justly and impartially with students regardless of their religion, caste, political, economic, social and physical characteristics;
- (ii) Recognize the difference in aptitude and capabilities among students and strive to meet their individual needs;
- (iv) Encourage students to improve their attainments, develop their personalities and at the same time contribute to community welfare;
- (v) Inculcate among students scientific outlook and respect for physical labour and ideals of democracy, patriotism and peace;
- (vi) Be affectionate to the students and not behave in a vindictive manner towards any of them for any reason;
- (vii) Pay attention to only the attainment of the student in the assessment of merit;
- (viii) Make themselves available to the students even beyond their class hours and help and guide students without any remuneration or reward;
- (ix) Aid students to develop an understanding of our national heritage and national goals; and
- (x) Refrain from inciting students against other students, colleagues or administration.

IV.I.III. TEACHERS AND COLLEAGUES:

Teachers should:

- (i) Treat other members of the profession in the same manner as they themselves wish to be treated;
- (ii) Speak respectfully of other teachers and render assistance for professional betterment;
- (iii) Refrain from lodging unsubstantiated allegations against colleagues to higher authorities;
- (iv) Refrain from allowing considerations of caste, creed, religion, race or sex in their professional endeavor; and
- (v) Contribute to shared learning by participating in group activity and sharing your ideas.

IV.IV. TEACHERS AND AUTHORITIES:

Teachers should:

- (i) Discharge their professional responsibilities according to the existing rules and adhere to procedures and methods consistent with their profession in initiating steps through their own institutional bodies and/or professional organizations for change of any such rule detrimental to the professional interest;
- (ii) Refrain from undertaking any other employment and commitment including private tuitions and coaching classes which are likely to interfere with their professional responsibilities;
- (iii) Co-operate in the formulation of policies of the institution by accepting various offices and discharge responsibilities which such offices may demand;
- (iv) Co-operate through their organizations in the formulation of policies of the other institutions and accept offices;
- (v) Co-operate with the authorities for the betterment of the institutions keeping in view the interest and in conformity with dignity of the profession;
- (vi) Should adhere to the conditions of contract;
- (vii) Give and expect due notice before a change of position is made; and
- (viii) Refrain from availing themselves of leave except on unavoidable grounds and as far as practicable with prior intimation, keeping in view their responsibilities, in particular, the completion of academic schedule.

IV.IV. TEACHERS AND NON-TEACHING STAFF:

Teachers should

- (i) Teachers should treat the non-teaching staff as colleagues and equal partners in a cooperative undertaking, within every educational institution; and
- (ii) Teachers should help in the function of joint staff-councils covering both teachers and the non-teaching staff.

IV.I.VI. TEACHERS AND GUARDIANS

Teachers should try to see through teachers' bodies and organizations, that institutions maintain contact with the guardians, their students, send reports of their performance to the guardians whenever necessary and meet the guardians in meetings convened for the purpose for mutual exchange of ideas and for the benefit of the institution.

IV.I.VII. TEACHERS AND SOCIETY

Teachers should:

- (i) Recognize that education is a public service and strive to keep the public informed of the educational programmes which are being provided;
- (ii) Work to improve education in the community and strengthen the community's moral and intellectual life;
- (iii) Be aware of social problems and take part in such activities as would be conducive to the progress of society and hence the country as a whole;
- (iv) Perform the duties of citizenship, participate in community activities and shoulder responsibilities of public offices;
- (v) Refrain from taking part in or subscribing to or assisting in any way activities, which tend to promote feeling of hatred or enmity among different communities, religions or linguistic groups but actively work for National Integration.

IV.II GENERAL CODE OF CONDUCT FOR ALL STAFF

All the employees, teaching and non-teaching, of the college must abide by these conduct rules.

- (i) The staff should acquaint themselves with the College policies and adhere to them to their best ability.
- (ii) They should perform the duties that are assigned sincerely, diligently and with accountability.
- (iii) They should avail of leave with prior intimation to the extent possible. In case of sudden contingencies, information on their absence should be promptly forwarded to the College Authority.

- (iv) The staff should not, on any account, undertake any other job neither shall engage in any trade or business without the permission of the authorities.
- (v) The staff should not hamper the functioning of the college by engaging themselves in political or anti-secular activities.
- (vi) They should not engage in remarks or behavior that might be considered disrespectful to their colleagues, or students.
- (vii) The staff should honor the decisions/rules made by the college authorities. Any contention should be settled amicably and not through antagonistic behaviour, as the progress of an institution depends upon mutual goodwill and trust.
- (viii) They should be punctual as their prior presence is required daily for the commencement and smooth functioning of college activities.
- ix) They should also be responsible for the proper use and maintenance of college equipment and furniture.
- x) No staff member should be under the influence of drugs or alcohol during office hours.
- xi) The staff often has access to confidential information regarding examination matters and other matters relating to other staff, through official records. It is expected that they respect the confidentiality of such matters.
- xii) They should perform their duties with honesty and integrity. There should be no falsification of official documents entrusted to them.
- ix) The staff should show no discrimination on basis of gender, caste or religion. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic are not tolerated.
- x) Interactions between staff and students are frequent as for example during counselling, admissions, disbursement of financial aid, examinations and so on. On a regular basis the students may meet staff in libraries, laboratories and workshops. The Staff should behave in a helpful, friendly and patient manner towards the students.
- xi) The non-teaching staff should consider the teaching staff as their colleagues and vice versa but not as separate entities. It is the shared functioning that will generate a harmonious environment.

- xii) The Staff are the first to be contacted by the parents/ guardians of students. The staff must keep in mind that their behavior is considered as a reflection of the College. They should thus interact patiently and politely.