

GURU NANAK DEV ENGINEERING COLLEGE, LUDHIANA

Service and Conduct Rules

1. General:

- a. These rules shall be called Guru Nanak Dev Engineering College, Ludhiana Service and Conduct Rules and shall come into force from the date decided by the Trust. These rules supersede all rules previously in force.
- b. Except as otherwise provided these rules shall apply to all categories of employees except part-time employees and employees borne on contingent establishment.
- c. The Nankana Sahib Education Trust reserves to itself the right of modifying these rules from time to time.

2. Definitions:

- a. 'College' means the Guru Nanak Dev Engineering College, Ludhiana, which includes the Polytechnic.
- b. 'Trust' means the Nankana Sahib Education Trust, Ludhiana, as constituted by S.G.P.C.
- c. 'Governing Body' means the Governing Body* (GB) of the College as constituted by the Trust.
- d. 'Chairman' means the Chairman of the Governing Body (GB) of the College.
- e. 'Principal' means the Principal / Director Polytechnic of the College.
- f. 'Permanent Post' means a post carrying a definite scale of pay sanctioned without limit of time and included in the cadre of sanctioned posts.
- g. 'Permanent Employee' means a person confirmed in a permanent post to which no other person holds a lien.

3. Appointing Authority :

- a. All appointments of the staff of the College except that of the Principal and Principal Polytechnic shall be made by the GB. If the appointment is made in any cadre, the maximum pay scale of which exceeds Rupees Three Hundred, by constituting such Sub-Committees for selection of candidates, as may be considered necessary and expedient for the purpose, and by the Principal in any other case by constituting such Selection Committees at his discretion, as may be considered appropriate by him. For teaching posts one external expert in the subject concerned and Head of Department concerned shall be associated with the Selection Committee. All appointments so made shall be reported to the GB at its next Meeting except that the appointments made

* The name of MC/BOG was changed to GB vide Resolution No. 32 vide NSET Meeting held on 08.07.2021

in the Cadre the maximum pay scale of which does not exceed rupees one hundred shall be reported by the Principal to the Chairman.

- b. All Posts at the College shall normally be filled by advertisement but the GB shall have the power to decide, on the recommendation of the Principal that a particular post be filled by invitation or by promotion from amongst the members of the staff of the College.
- c. In the Interest of Instructional work, the Principal may make temporary appointments to teaching posts falling vacant during an academic session, for a period not exceeding six months. Such appointments shall also be subsequently reported to the GB.

4. Travelling Allowance to attend Interview :

Candidates selected for interview for a post are normally not entitled to T.A. but in special cases they may be paid such travelling allowance as may be determined by the Chairman from time to time, to which approval of the GB may be obtained subsequently.

5. Medical Fitness :

Every appointment shall be subject to the condition that the appointee is certified by a medical authority nominated by the GB as being in sound health and physically fit to serve provided that the GB may for sufficient reasons relax the medical requirements in any particular case or cases or dispense with such certificate subject to such condition, If any, as may be laid down by the GB .

Provided further, that in the case of persons appointed temporarily for periods of three months or less than three months duration, the production of physical fitness certificate may be dispensed with.

6. Salary and Allowances :

All employees are entitled to pay according to pay-scales of their posts, and in addition such dearness and other allowances at such rates as the GB and Trust may decide, from time to time.

7. Appointments :

All permanent appointments shall be made on probation for a period of one year, after which period, the appointee, if confirmed, shall continue to hold the post, till the afternoon of the last day of the month, in which he attains the age of 60 years.

Provided that the appointing authority may in exceptional cases, grant extension of service to or re-employ, any member of the staff on a year to year basis, provided further that the extension in the first instance in the case of teaching staff may be made for a longer period but not exceeding three years.

a) Seniority

The seniority interse will be determined by the length of continuous service on a post. Provided that where there are different cadres, the seniority shall be determined separately for each cadre. Provided further that in the case of members recruit by direct recruitment, the order of merit determined by the Selection Committee/Recruiting authority, as the case may be, is not to be disturbed in fixing the seniority. Provided further that seniority above stated shall be subject to the qualification of incumbents for the purposes of promotion.

8. Termination of Services:

- a. The appointing authority shall have the power to extend the period of probation of an employee up to the maximum of two years and in case the employee is not confirmed, thereafter, he shall be deemed to have continued on a temporary basis and his services may then be terminated, on a month's notice or on payment of a month's salary in lieu thereof.
- b. The appointing authority shall have the power to terminate the services of any member of the staff without any cause assigned during the period of probation, on one month's notice, or payment of salary in lieu thereof.
- c. If in the opinion of the appointing authority, the efficiency of an employee has been Impaired due to any Infirmary, due to which his retention in service is considered undesirable, by such appointing authority, his services may be terminated by three months notice or on payment of three months' salary in lieu thereof.
- d. The appointing authority shall have the power to terminate the services of any member of the staff on grounds of retrenchment or economy by giving to the persons concerned three months notice in writing or on payment of three months' salary in lieu thereof.
- e. A permanent employee of the College may terminate his engagement by giving to the appointing authority three months' notice in writing or on payment of three month's salary in lieu thereof, If agreed to by the appointing authority, provided that the appointing authority may for sufficient reasons call upon the employee concerned to continue till the end of the academic session in which the notice is received.
- f. The service of a temporary employee shall be liable to termination at any time by notice in writing given by either party. The period of such notice shall be one month unless otherwise agreed to between the parties. The other terms and conditions of such employees shall be such as may be specified by the appointing authority in the letter of appointment.

9. Travelling and Daily Allowance:

The employees of the college shall be entitled to travelling and daily allowances according to the scales laid down by the GB and Trust from time to time.

10. Employees entitled to vacations :

It shall be for the GB to decide as to the class of employees of the College who shall be entitled to vacation.

11. Conduct Rules :

The employees of the College shall be governed by the Conduct Rules as laid down in Schedule 'A'.

12. Leave Rules :

The employees of the college shall be entitled to vacation and leave in accordance with the rules approved by the GB and Trust.

13. Residential Accommodation for staff :

a. The employees of the college may be provided with unfurnished houses, if available, within the campus of the College in which they shall be required to reside subject to conditions as laid down by the GB and Trust.

b. The GB and Trust may authorize the grant of rent free furnished or unfurnished accommodation or accommodation at concessional rent, to any category of staff, if it considers necessary to do so in the interests of the College.

14. Penalties :

The Principal may place a member of the staff appointed at the College under suspension under the following circumstances:-

- a.** Where a disciplinary proceeding against him is contemplated or is pending,
or
- b.** Where a case against him in respect of any criminal offence is under investigation or trial in a Court of Law.

During the first year of suspension the member of the staff concerned shall be entitled to a subsistence allowance of an amount equal to the leave salary which he would have drawn if he had been on leave on half average pay and any period

subsequent there to at such rates as may be decided by the appointing authority. In addition, he may be granted any allowance of which he was in receipt on the date of suspension to such extent and subject to such conditions as the principal may fix. During the period of suspension he will be required to attend the College.

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

- i.** Censure;
- ii.** Withholding of Increments;
- iii.** Recovery of the whole or part of the pecuniary loss caused to the Trust/Institute by negligence or breach of orders;
- iv.** Reduction to a lower service, grade or post, or to a lower time scale, or to a lower stage in a time scale;
- v.** Compulsory retirement;
- vi.** Removal from service which shall not be a disqualification for future employment under the Trust.
- vii.** Dismissal from service which shall ordinarily be a disqualification for future employment under the Trust.

No order imposing on any member of the staff any of the Penalties specified at (iv) to (vii) above, shall be passed by any authority subordinate to that by which he was appointed and except after an enquiry has been held and the member of the staff has been given reasonable opportunity of showing cause of the action proposed to be taken against him.

No order imposing on any member of the staff any of the penalties specified at (i) to (iii) above shall be passed by any authority subordinate to that by which he was appointed and unless the member of the staff concerned has been given an opportunity to make a representation to the appointing authority.

Provided that any interference directly or indirectly by any employee or employees in the working of the Trust/GB or any sub-committee constituted by the GB and the Principal resulting into insubordination, indiscipline lowering the prestige of the authorities and reputation of the institution in the eyes of the staff, students and the public shall be punishable with dismissal from service.

Provided further that any act of an employee rendering the integrity/honesty doubtful shall makes him liable for removal from service.

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

- a.** Where an employee is dismissed or removed reduced in rank on the ground of conduct which led to his conviction on criminal charge in a court of Law.
- b.** Where the authority empowered to dismiss or remove the person or to reduce him in rank is satisfied that for some reason to be recorded by that authority in writing, it is not reasonably practicable to give to that person any opportunity of showing causes;

If any question arises whether it is reasonably practicable to give to any person an opportunity of showing cause under clause (b) above, the decision thereon of the authority empowered to dismiss or remove such person or to reduce him in rank, as the case may be, shall be final.

A member of the staff aggrieved by any order imposing penalty passed by the appointing authority against him shall be entitled to prefer an appeal to the next higher authority against the order and the decision of the appellate authority regarding the appeal shall be final.

A member of the staff aggrieved by any order imposing any penalty passed by the Principal against him shall be entitled to prefer an appeal to the GB and there shall be no further appeal from the decision of the GB.

No appeal shall be entertained unless, It is submitted within a period of three months from the date on which the appellant receives a copy of the order appealed against, provided the appellate authority may in its direction entertain the appeal after the expiry of the said period, if it is satisfied that the appellant has sufficient cause for not submitting he appeal in time.

If charges against a member of the College staff, who has been dismissed, removed or suspended on certain charges, are not proved or his appeal is accepted by competent authority, he may be granted pay and allowance by the authority suspending him or by the appellate authority for the period of his absence from duty as under :

- a.** Full pay to which he would have been entitled if he had not been dismissed, removed or suspended and by an order to be separately recorded, any allowance of which he was in receipt prior to his dismissal, removal or suspension, if he has been fully exonerated.

b. Such proportion of such pay and allowance as the appellate authority may prescribe, if not fully exonerated.

In a case falling under clause (a), the period of absence from duty will be treated as a period spent on duty. In case falling under (b) it will not be treated as period spent on duty unless the appellate authority so directs.

15. Provident Fund :

The employees of the College shall be entitled to the benefits of Provident Fund maintained for persons in the service of the College in accordance with the provisions of the rules of the fund.

16. Appointment on Contract :

The appointing authorities may in special circumstances appoint a person on contract for a period not exceeding 3 years with a provision of renewal of contract for a further period.

17. Interpretation :

Notwithstanding anything contained in the regulations, the GB and Trust shall have the power to decide on any matter when any difficulty arises, regarding the interpretation or implementation of any of the above regulations.

CONDUCT RULES

1.Applications :

The provisions contained in this Schedule shall apply to all employees of the College.

2.Definitions :

In this Schedule unless the context otherwise requires

a. "Competent authority" means :

- i. The 'Trust' in the case of the Principal.
- ii. The 'Principal' in the case of all other employees.

b. "Members of the family" in relation to an employee includes:-

- i. The wife, child or stepchild of such employees residing with and dependent on him and in relation to an employee who is a woman, the husband residing with her and dependant on her , and
- ii. any other person related, whether by blood or by marriage to the employee or to such employee's wife or husband and wholly dependent on such employee, but does not include a wife or husband legally separated from the employee or child or stepchild who is no longer in any way dependent upon him or her, or whose custody the employee has been deprived of by law.

c. "Service" means service under the College.

3.General :

a. Every employee shall at all times maintain absolute integrity and devotion to duty, and also be strictly honest and impartial in his official dealings.

b. No employee shall take part in any activity which in the opinion the Principal is calculated to lead to indiscipline in the College.

c. An employee should at all times be courteous in his dealings with other members of the staff, students and members of the public.

d. Unless otherwise stated specifically in the terms of appointment, every employee is a whole- time employee of the College, and may be called upon to perform such duties, as may be assigned to him by competent authority, beyond scheduled working hours and on closed holidays and Sundays and during vacations. These duties shall inter alia include attendance at meetings of committees to which he may be appointed by the College.

e. An employee shall be required to observe the scheduled hours of work, during which he must be present at the place of his duty.

f. Except for valid reasons and / or unforeseen contingencies no employee shall be absent from duty without prior permission.

g. No employee shall leave station except with the previous permission of proper authority, even during leave or vacation.

h. Whenever leaving the station, an employee shall inform the head of the Department to which he is attached, or Principal if he is himself the Head of a Department, the address where he would be available during the period of the absence from station.

4. Taking part in Politics and Elections :

No employee shall take active part in politics in the campus of the College or exploit his official position for political ends or permit the use of college facilities for political purposes. In other cases where he stands for election he must take leave of absence from the College.

5. Criticism of the Institute :

No employee shall , in any radio broadcast or in any document published anonymously or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion.

- i. Which has the effect of an adverse criticism of any policy or action of the College ; or
- ii. Which is capable of embarrassing the relations between the College and the General Government or any State Government or any other Institution or organization or members of the public ; or

- iii. Which exploits the name of the College or his position therein.
Provided that nothing in this paragraph shall apply to any statements made or views expressed by an employee in his official capacity or in the due performance of the duties assigned to him.

6. Evidence before Committee or any Authority:

(I) Same as provided in sub-paragraph (III) below, no employee shall, except with the previous sanction of the competent authority, give evidence in connection with any inquiry conducted by any person, Committee or authority.

(II) Where any sanction has been accorded under sub-paragraph (I) no employee giving such evidence shall criticize the policy or any action of the College or the Central Government or any State Government.

(III) Nothing in this paragraph shall apply to :-

- a. Evidence given at any inquiry before any authority appointed by the College, by Parliament or by a State Legislature; or
- b. Evidence given in any judicial inquiry; or
- c. Evidence given at any departmental inquiry ordered by the College authorities.

7. Unauthorized communication of information :

No employee shall, except in accordance with any general or special order of the competent authority or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any person to whom he is not authorized to communicate such document or information.

8. Private Trade or Employment :

No employee shall, except with the previous permission of the competent authority, engage directly or indirectly, in any trade or business or undertake any employment outside his official assignment.

No member of academic staff shall offer private tuition in subjects offered by his own department.

9. Investments, Leading and Borrowing:

- i) No employee shall speculate in any business nor shall he make or permit his wife or any member of his family to make, any investment likely to embarrass or influence him in the discharge of his official duties.
- ii) No employee shall lend money at interest to any person nor shall he borrow money from any person with whom he is likely to have official dealings.

10. Insolvency, Habitual Indebtedness and Criminal Proceedings:

i) An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency, When an employee is found liable to arrest for debt or has recourse to insolvency or when it is found that a moiety of his salary is continuously being attached, he may be liable to dismissal. Any employee, who becomes the subject of legal proceedings for insolvency shall forthwith report full facts to the College authorities.

ii) An employee who gets involved in some criminal proceedings shall immediately inform the competent authority through the Head of the Department to which he is attached, irrespective of the fact whether he has been released on bail or not.

An employee who is detained in police custody whether on criminal charge or otherwise for a period longer than 48 hours shall not join his duties in the College unless he has obtained written permission to that effect from the Principal of the College.

11. Moveable, Immovable and Valuable property:

Every member of the staff shall, on first appointment in the College service and thereafter at such intervals as may be prescribed by general or special orders of the competent authority submit return in such form as the College may prescribe in this behalf of all immovable property owned, acquired or inherited by him or held by him on lease or

Mortgage, either in his own name or in the name of any member of his family or in the name of any other person.

12. Vindication of Acts and Character of Employees:

No employees shall except with the previous sanction of the competent authority, have recourse to any court of law or to the press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of defamatory character.

Provided nothing in this rule shall be deemed to prohibit an employee from vindicating his private character or any act done by him in his private capacity.

13. Representations:

(a) Whenever an employee wishes to put forth any claim, or seeks redress of any grievance or of any wrong done to him, he must forward his case through proper channel, and shall not forward such advance copies of his application to any higher authority, unless the lower authority has rejected the claim or refused relief or the disposal of the matter is delayed by more than three months.

(b) No employee shall be signatory to any joint representation addressed to the authorities for redress of any grievance or for any other matter.

14. Punishment, Appeals etc.

An employee shall be governed by the provisions of the relevant rules regarding imposition of penalties for breach of any of these rules and preference of appeals against any such action taken against him.

A The Nankana Sahib Education Trust shall be the Appellate Authority.

15. Interpretation:

The decision of the GB on all questions relating to the interpretation of these provisions shall be final.

sd/
President
Nankana Sahib Education Trust
Ludhiana