



SERVICE RULES

JSS ACADEMY OF TECHNICAL EDUCATION
C 20/1, SECTOR 62
NOIDA

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JSS ACADEMY OF TECHNICAL EDUCATION - NOIDA
SERVICE RULES

CHAPTER – I

GENERAL RULES AND SHORT TITLES

- 1.1 JSS Mahavidyapeetha is a society registered at Mysore and Ghaziabad. This society has established JSS Academy of Technical Education, Noida.
- The Managing Committee of the JSSATE Noida, herein after referred to as the 'Management', has framed these rules and regulations to define and regulate the service conditions of the employees of JSS Academy of Technical Education, herein after referred as the 'Academy'. These rules and regulations shall be known as "JSS ACADEMY OF TECHNICAL EDUCATION, NOIDA SERVICE RULES", herein referred to as the 'Service Rules', and shall come into force with effect from 1st May 2003.
- 1.2 Except where it is otherwise expressed or implied these Service Rules with such amendments and or additions and or alterations as may be effected by the Management from time to time, shall be applied to all the employees recruited by the Management and or Academy and also to the employees who have joined the Academy for service before 1st May 2003. These rules shall not, however, apply to:
- (i) Persons employed on part – time or honorary or ex-officio or casual workers or on temporary basis.
 - (ii) Persons employed on special contracts or taken on deputation, to the extent that the terms and conditions of such contracts or deputation are inconsistent with these Service Rules.
- 1.3
- i. The Academy may obtain employees on deputation for appointment to any post of the Academy and the terms of deputation of such persons shall be as may be agreed upon by the Management in each case.
 - ii. The Academy may send its employees on deputation to Private Sector and or Public Sector and or the Central and or State Governments and or other Public Undertakings and or any other Institution/organization of JSS Mahavidyapeetha on the terms and conditions as may be laid down by the Management from time to time in each case.

- 1.4 The Management may delegate any of its powers under these Service Rules to the Principal and or any other Officer of the Academy. No persons other than those delegated by the management shall exercise such powers.
- 1.5 The Management shall have the right from time to time, to amend or to add or delete and alter any of the provisions of these service rules, including the classification of the various categories of staff, their scales of pay, their academic qualification, their age limit, their experience, mode or recruitment or any other matter governing their recruitment, promotion etc. If any questions arising as to the interpretation of the service rules, the Management shall decide the question and such decision shall be final and binding on all the employees of the Academy.
- 1.6 Notwithstanding anything contained in these Service Rules, the Management may relax these Service Rules, either generally for any category of employee, or in any specific instance.

CHAPTER – II

DEFINITIONS

2.1 Definitions in these Service Rules, unless there is anything repugnant to or inconsistent with the subject or context are: -

- a) i. "Age" of an employee for the purpose of his service in the Academy shall be as admitted at the time of selection for appointment based on the evidence such as School leaving certificate, School/ University records, birth extract from the records of local bodies as may be accepted by the Management or the Appointing Authority.
ii. If the year of birth of an employee is known but not the month and date, the 1st day of July of the year shall be treated as the date of birth.
- b) "Appointing Authority" in relation to appointment to any post or category or categories of posts shall mean the President – JSS Mahavidyapeetha and or an authorized Officer as laid down by the Management in these Service Rules and Appendices thereto from time to time.
- c) "Basic Pay" shall mean the pay in the scale of pay of a post to which he is appointed and is exclusive of any allowances attached to the post.
- d) "The Academy" shall mean the JSS Academy of Technical Education, Noida.
- e) "The Chairman" shall mean President, JSS Mahavidyapeetha Mysore and Noida.
- f) "Competent Authority" in relation to any specific provisions in these Service Rules shall mean Executive Secretary, JSS Mahavidyapeetha Mysore, and or Director(A&A) JSS Mahavidyapeetha and or Principal and or any other Officer of the Academy so designated by the Management and or referred to in these, Service Rules.
- g) "The Principal" shall mean the Head of the JSS Academy of Technical education, Noida and is decided by the Management.
- h) "Officer" shall mean employee holding the post categorized as such by the Management from time to time.
- i) "Employee or a Member of the Staff" shall mean a person in the whole time service of the Academy whether the employee is a probationer or a regular employee.

- j) 'Head of Department' shall mean a staff member so appointed by the management.
- k) "Family" shall mean an employee's spouse and children ordinarily residing with or wholly dependent on him / her.
- l) 'Holidays' shall mean the days notified as such by the Academy for each calendar year.
- m) "Faculty" shall mean employees assigned the teaching task and will normally include all Professors, Associate Professors Assistant Professors and Lecturers appointed in the Academy.
- n) "Non teaching Staff" shall mean all employees both technical personnel and non-technical staff not assigned the task of teaching.
- o) 'Vocational Staff' shall mean all Faculty members including foremen and instructors employed in all the departments.
- p) 'Non Vocational Staff' means all non teaching staff and Administrative Staff.
- q) "Pay" shall mean the amount drawn by an employee by way of basic pay and allowances.
- r) "Probation" shall mean the initial period so specified in the terms of appointment of an employee during which the employees' fitness for absorption in the regular appointment in the Academy is assessed. It shall also mean such extended period of probation as may be decided by the competent authority in each case.
- s) "Probationer" shall mean an employee who is on probation. He/she will continue to be a probationer till such time written orders are issued regarding his/her confirmation.
- t) "Regular Employee" shall mean an employee who has completed the period of initial and or extended period of probation to the satisfaction of Appointing Authority and who has been taken thereafter in to continued service in the Academy.
- u) "Service" includes the period during which an employee is on duty and as well as on leave duly authorized by a Competent Authority but does not include any period during which an employee is absent from duty or overstays his leave, unless such absence is specially authorized by the Competent Authority to be treated as "Service".
- v) Period of absence beyond the entitled leave when authorized by the Competent Authority as "leave without pay" shall not be treated as

“Service” and the employee shall not be entitled to any benefits for that period.

- w) “Special Pay” shall mean addition in the nature of pay, to the basic pay granted to an employee or a category of employees by the Management from time to time.
- x) “Year” shall mean a period of twelve months and “Calendar Year” shall mean the period from 1st January to 31st December. “Financial year” shall mean the period from 1st April to 31st March. “Academic Year” shall mean the period from 1st August to 31st July or as defined by the University.

CHAPTER – III

GENERAL SERVICE CONDITIONS RELATING TO APPOINTMENTS

- 3.1 The following General Conditions shall apply to all appointments for service in the Academy:
- i. No person shall be eligible for initial appointment unless he /she has completed the age of 18 years.
 - ii. An employee shall not, except for reasons approved by the Management, be permitted to alter the date of birth as declared at the time of employee's appointment to the Academy.
 - iii. No person shall be initially appointed unless he/she has been certified by a Doctor nominated by the Academy to be of sound constitution and medically fit to discharge his/her duties in the proforma prescribed by the Academy.
 - iv. No person shall be initially appointed unless his character and antecedents are such as to qualify him for such appointment.
 - v. No person shall be eligible for appointment who has previously been dismissed, removed or compulsorily retired from the services of the Academy or any other JSS Mahavidyapeetha organisation or from a Department of Central or State Governments or from any other Public / Private undertaking.
- 3.2 **RECRUITMENT:**
- i. Regular appointment for service in the Academy shall be in such categories of posts as the Management may lay down from time to time in these Service Rules and the Appendices thereto. The number of persons remaining in employment at any time in each category of post shall also be as the Management may lay down from time to time.
 - ii. For various posts of faculty, officers and other employees, the scales of pay, the method of employment, minimum academic qualifications and experience, age limit and the appointing authority in relation to any post shall also be as the Management may lay down from time to time in these Service Rules and the Appendices.
 - iii. The procedure for employment is defined in **Annexure -1**
- 3.3 Notwithstanding anything contained in rule 3.2 above appointments may also be made to any post / category of post in the Academy on special contracts for specific

periods subject to such terms and conditions as the Management may lay down from time to time.

3.4 **PROBATION:**

- i. Every Faculty and Non-teaching staff of the Academy or first appointment in Academy shall be on probation for a period of two years excluding the period spent on leave, except casual leave and authorized annual leave, from the day of joining the service in the Academy. However, in the case of promotees the period shall be one year.
- ii. All staff members, both teaching and non-teaching, will appear before a Screening Committee, nominated by the Management, for review of their performance during probationary period. Their probationary period will be declared and their services confirmed based on the recommendation of Screening Committee. *(Introduced from March 2016)*
- iii. The Competent Authority may, for reasons to be recorded in writing, extend the period of such probation by such period as the Competent Authority may specify in each case.

3.5 **SENIORITY OF STAFF**

- i. Seniority of staff in the college service will be determined by the date of joining the appointment in the particular grade.
- ii. If two or more persons have equal length of service in a particular grade, the relative seniority among such persons shall be determined by age, if both are new entrants; otherwise by seniority in the previous appointment in the college.
- iii. Seniority as determined above will be applicable only for the period a person holds an appointment in a particular grade and will start afresh in case of re-appointment after a break.
- iv. Seniority of teachers availing study leave with pay will not be affected by their period of absence from the college.

3.6 **TERMINATION OF SERVICE:**

- i. **During Probation Period:** The services of any employee of the Academy, who is in probation period, can be terminated any time without assigning any reason.

- ii. The Management can terminate the services of an employee on temporary appointment, any time without any notice and without assigning any reason what so ever.
- iii. **On completion of probation period:** The Management shall have the right to terminate the services of any employee by giving him 3 month notice or three month basic pay in lieu of the notice and without assigning any reason whatsoever.
- iv. The Management shall, however, have the right to terminate the services of an employee without giving him any notice or without paying him any pay whatsoever as compensation if such termination is as a result of a disciplinary proceeding.

3.7 **RESIGNATION BY THE EMPLOYEES:**

- i. Teaching staff are not expected to resign and leave the Academy in the middle of semester. If they wish to do so they will be liable to pay the salary for the balance period of the Academic Semester and forgo all entitlements, incentives and service benefits from the Academy.
- ii. The resignation of an employee shall not be effective unless the Competent Authority accepts it. The Competent Authority shall have the right to refuse to accept the resignation of an employee in following circumstances:
 - a. If disciplinary proceedings have been initiated against the employee.
 - b. If the employee is under an obligation to serve the Academy for a specified period that has not expired.
 - c. The employee owes the Academy any sums of money.
 - d. Or for any other sufficient grounds to be recorded in writing.
- iii. **During Probation Period:** An employee can resign any time during the probation period. A “Faculty” although can resign any time during the probation period but a minimum of 15 days notice will be expected from him/her if he /she is resigning in the middle of a semester.
- iii. **On Completion of Probation Period:** An employee can resign by giving three months notice or Basic Pay in lieu of the notice any time after completion of probation Period. However it is expected from a “Faculty” not to resign or leave in the middle of a semester.

3.8 **DEPUTATION TO JSSATE-NOIDA:** Employees from other Institutions or other organization can be deputed on deputation to Academy. Such employees will also be governed by these service rules. Academy would however not be responsible for

post retirement benefits or other benefits that are payable/ applicable to them in their parent organization and are not permissible as per JSS Academy of Technical Education, Noida Service Rules.

- 3.9 **PROMOTION:** Depending on the vacancies, deserving and qualified candidates can be considered for Promotions. Such candidates will be interviewed by a committee nominated by the Management. Committee's recommendation will be forwarded to the Management and promotions will be made as per the decision of the Management.

Regular faculty members subject to the approval of the Principal can apply as an open candidate for higher cadre posts as and when advertised.

3.10 **FACULTY EVALUATION PROCESS:**

- i. **ACRs:** All faculty members are to submit a self appraisal form 15 days before the due date of their increment. This will be forwarded by the HoDs, after endorsing their comments to the Principal.
- ii. **Screening Committee:** All faculty members need to appear before the Screening Committee for their performance evaluation. The committee will evaluate the faculty members based on student's feedback, Progress in their Ph.D work/ guiding of Ph.D students, Research publications, and attending of FDPs/Conferences/Seminars, qualifying NPTEL exams/online certification etc. Committee's recommendation for grant of annual increment and revision of AGP, will be forwarded to the Management for approval. *(Introduced from March 2016).*
- iii. **Awards and Appreciations:** Faculty members will be considered for awards and letter of appreciation based on their students feedback, result analysis, attendance of students in their classes and research contribution.

3.11 **AGE OF SUPERANNUATION:**

- i. All employee of the Academy will retire with effect from the afternoon of the last day of the month in which he completes the age of **58 years** However the management depending on the vacancies and fitness of the employee may re-employ the teaching staff up to the age of 65
- ii. An employee leaving the service of the Academy as a result of termination, resignation, dismissal, retirement, shall account for and

hand over to the Competent Authority all the property of the Academy and or documents / books / charts / correspondence etc., which were entrusted to him/her or which were in his/her possession. In event of his/her failure to do so, the Academy shall have the right, without prejudice to its other rights in respect of such failure, to withhold any sums of money that may be due to the employee from the Academy.

3.12 **TRANSFER:**

- i. The competent authority shall have the right to transfer an employee from one department to another department or from one post to another equally ranking post or from one office to another office of the Academy without giving any notice or assigning any reasons whatsoever.
- ii. The whole time of the employee shall be at the disposal of the Academy to serve the Academy and at such place as directed by the Competent Authority from time to time.

3.13 **APPLICATION FOR HIGHER STUDIES AND EMPLOYMENT ELSEWHERE:** An employee who wishes to apply for higher studies or is seeking employment elsewhere shall forward his application through the Head of Department to the Competent Authority who has the discretion either to forward the same or to withhold it.

3.14 **DECLARATION:** At the time of joining service, every employee shall give a self declaration regarding his/her medical fitness in the format given below.

Self Declaration Regarding Medical Fitness

I s/d of hereby certify that I do not have any known disease.

I have not undergone any major surgery in the last 5 years or

I have undergone the following surgery in the last 5 years.

I am medically fit to perform my duties in the Academy.

Signature of the Employee

CHAPTER IV

PAY AND ALLOWANCES

4.1 SCALE OF PAY: The scales of pay applicable to various categories of posts in the Academy shall be those as the Management may lay down from time to time in these Service Rules and Appendices thereto. The Management shall have the power to revise from time to time the scales and or scales of pay applicable to a category of post and or categories of posts specified in these Service Rules as well as Appendices thereto.

The management has approved implementation of New Pay scales as per the 6th Pay Commission with effect from .1.09.2009.

Teaching staff Pay Scales, subject to approval from the Management will be as promulgated by the AICTE.

Non teaching staff Pay Scales, subject to the approval of Management will be as promulgated by the Govt. of Uttar Pradesh.

4.2 INCREMENTS:

- i. Each annual increment shall be equivalent to 3% of sum total of Pay in the relevant Pay Band and grade Pay as applicable.
- ii. Annual Increment shall normally accrue on completion of satisfactory active service of minimum one year. Service period spent as Leave without allowances/pay will not be considered for Annual Increment., The increment will be effective w.e.f two fixed dates in a year i.e 1st March or 1st September after completing minimum one year of effective service.
- iii. An employee need to appear before a Screening committee for award of annual increment.. (*Introduced from March 2016*).
- vi. On promotion from one category of post to another category of post, the basic pay of an employee in the higher category shall be fixed at the stage next above the pay notionally arrived at by increasing his pay in respect of the lower category by one increment at the stage at which such pay has accrued.

4.3 ALLOWANCES:

i. The following allowances may be granted in accordance with the provisions of these service rules and appendices thereto:

(a) Dearness Allowance

(b) House rent Allowance

ii. Dearness Allowance shall be at such rates as approved by the Management from time to time.

iii House Rent allowance will be paid as per the norms of the Utter Pradesh Government.

- 4.4 **PROVIDENT FUND:** All employees will be member of Employees Provident fund and will contribute 12% of the salary (maximum of Rs. 1800/-) towards the EPF. An equal amount will be contributed by the employer to the employee's PF. Employees who are above 58 years of age will not be member of the Employee's Provident Fund.
- 4.5 **GRATUITY:** Staff members both teaching and non-teaching will be eligible for gratuity after they have put in minimum of 5 years service.
- 4.6 **ESIC:** All staff members who contribute towards the Provident Fund and whose salary is less than 21000/- will be covered under Employees State Insurance Corporation.
- 4.7 **PAYMENT OF SALARY :**
- i. Salary will be paid by 7th of the month and through the bank a/c. of the employee.
 - ii The Payment of salary shall be subject to the deduction of Income tax, payable on the income from salary, contributory provident fund deductible on the said salary according to the contributory provident fund rules, and charges for the accommodation, electricity if provided by the Academy.

CHAPTER V

LEAVE RULES

- 5.1 Employee shall be eligible for the following kinds of leave, namely:
- A. Casual Leave (CL)
 - B. Earned Leave (EL)
 - C. Maternity Leave (ML)
 - D. Special Leave
 - E. Leave without pay (LWP)
- 5.2 **CONDITIONS GOVERNING GRANT OF LEAVE:** The following conditions shall govern the grant of leave to employees:
- i. Leave cannot be claimed as a matter of right. When the exigencies of the Academy service so require, the Competent Authority to grant leave shall have the power to refuse, postpone, curtail or revoke leave of any description or to recall to duty any employee already on leave.
 - ii. Leave shall not be availed of without obtaining the prior sanction of the Competent Authority. Applications for such sanction shall be submitted to the Competent Authority sufficiently in advance. Applications for earned leave and maternity leave shall be made at least 15 days in advance. In case where an employee is compelled to be absent himself from duty on account of unforeseen circumstances without obtaining prior sanction, sanction for casual leave should be applied at the earliest possible opportunity.
 - iii. An employee who remains absent from duty after the end of his leave without sufficient cause shall not be entitled to salary for the period of such absence, besides being liable for disciplinary action for such absence.
 - iv. Leave may be prefixed and or suffixed to holidays and Sundays but holidays and Sundays intervening during the period of leave shall count as part of leave. However holidays and Sundays intervening during the period of Casual leave shall not be treated as a part of leave.
 - v. Any kind of leave except casual leave may be granted in combination with or in continuation of any other kind of leave.
 - vi. Before proceeding on leave, an employee shall intimate the Competent Authority his address while on leave and shall also keep the said Authority informed of any change in address, if any.

5.3 **CASUAL LEAVE:** Every employee who has completed one year of continuous service, excluding period of LWP, shall be eligible for 12 (Twelve) days Casual leave in a calendar year.

An employee on joining service in the Academy shall, be eligible for one day CL for each completed calendar month of service excluding LWP.

Casual Leave may be taken continual for a period so that the total period of absence from duty should not exceed 7 days and including holidays / Sundays does not exceed 10 days at a time.

5.4 **EARNED LEAVE:**

i. **Vocational Staff:** Will be entitled to 10 days of earned leave (EL) in a year. The EL for the duration of the served half-year will be credited to the account of an employee on 1st Jan and 1st July of a calendar year.

ii. Vocational staff shall be entitled to one day EL for every 3 days of continuous working during the summer semester break. However work related to examination and or evaluation of Answer sheets etc done during the semester break for which the University pays them will not be considered for such purposes. The maximum entitlement of EL to an employee will not exceed 30 days in a year.

iii. **Non-Vocational Staff:** Will be entitled to 30 days of earned leave (EL) in a year. The EL for the duration of the served half-year will be credited to the account of an employee on 1st Jan and 1st July of a calendar year.

iv. An employee shall cease to earn leave while he/she has to his/her credit such leave amounting to 180 days. Probationer is not entitled to avail earned leave till they complete their period of probation. However, their period of service while on probation shall be counted for the purposes of calculation of earned leave, but it may be availed only after the completion of probation.

v. An employee on leave may not return to duty before the expiry of any leave granted to him, unless he is permitted to do by the Competent Authority who granted him such leave.

5.5 **SUMMER AND WINTER VACATION:** will be given as per the Academic Calendar of the College. Presence on the working day before commencement and first working date after the vacations is a must. Faculties with less than six months of service are not eligible for summer vacation..

5.6 MATERNITY LEAVE: The Maternity leave benefits are applicable to women employees who have completed the probation period or have worked for not less than 730 days. Application for Maternity leave should be supported by a medical certificate.

- i. Regular female employee shall be eligible to Maternity leave up to a maximum period of 135 days for two such occasions.
- ii. In case of a miscarriage taking place prior to completion of 28 weeks of pregnancy, the duration of maternity leave shall extend only to 4 weeks (28 days) following miscarriage. In case of miscarriage after 28 week, maternity leave not exceeding 42 days may be granted.
- iii. Maternity Leave shall not be allowed to women employee, for her third confinement if she is having two living children. No maternity leave shall however be allowed if a women employee is already having two or more living children.
- iv. Earned leave may be granted to a female employee in continuation of maternity leave, if a certificate from a Competent Medical Practitioner supports the request of its grant.
- v. Women employee on probation shall be eligible for 135 days maternity leave without pay and allowances.

5.7 SPECIAL MEDICAL LEAVE: The management may at its discretion sanction special medical leave for three months with full salary to an employee under treatment for cancer or kidney grafting or heart operation on production of medical certificate and without salary for a maximum period of twelve months thereafter. Such leave shall count for seniority but not for leave, increment and other benefits.

5.8 EXTRAORDINARY LEAVE WITHOUT PAY AND ALLOWANCES: Extra ordinary leave is without any salary and allowances. It may be sanctioned to an employee in special circumstances when no other kind of leave is admissible to the employee. Such leave may not be granted for more than three months at a time and not more than 12 months in the entire service.

CHAPTER VI

DEPUTATION FOR ACQUIRING HIGHER QUALIFICATION

In order to encourage the faculty to acquire higher qualification, faculty can avail study leave with pay or without pay for pursuing full time courses for higher qualification.

6.1 Study Leave with Pay:

A faculty member should have served for a period of five years in the academy.

Faculty should be selected for pursuing the full time Ph.D program from IITs / NITs/ National Research Institutes and the research should be in a field relevant to the academic programs in the college.

Maximum period of study leave with pay for Ph.D will be three years.

Faculty member will not be eligible for any scholarship or contingency grant from the college.

50% of the actual salary will be paid during the study leave period and balance 50% will remain deposited with the college. The deposited salary will be returned in the same number of installments after the faculty member re-joins duty on completion of Ph.D.

The faculty member will execute a bond on a stamp paper of Rs 100/- to serve the institution for a minimum period of 5 years after completion of course.

Request for study leave with pay should be submitted at least 45 days in advance and it will be subject to approval by the management.

6.2 Study Leave Without Pay: A faculty member who has served for a period of three years in this academy can avail two years study leave without pay provided he/she is pursuing higher study from a recognized and well established university. Request for study leave should be submitted at least 45 days in advance and it will be subject to approval by the management. Such faculty members will have to execute a bond to serve the college for a minimum period of three years after completing the Ph.D.

6.3 Study Leave for Part time Course: Faculty members, who have served for a minimum of two years in the academy and wish to enroll for part time Ph.D and attend the course work during week end or during the week days, will be provided with two half days off in the second half of the day in a week. This facility will be proved for a maximum of two semesters. Such faculty members will execute a bond

for serving the institution for a period of three years after completion of Ph.D and deposit a sum of Rs 50000/- for this facility availed from the college. This amount will be returned to the employees after they have served a period of 3 years in the academy after acquiring the Ph.D.

CHAPTER VII

GUIDE LINES FOR DEPUTATION TO ATTEND CONFERENCE, SEMINARS, ETC.

The teaching staff is allowed to participate in conference, symposia, seminars and workshops etc. The participation can be within the country or abroad to present scientific and research findings in national and international forums, to update their knowledge with reference to the latest developments that have taken place in the field of their study and to interact with leading scientists and academicians. The following guide lines are prescribed to regulate the selection of staff:

- i. Only such faculties who have completed minimum two years of service in the college will be deputed to attend these conferences, seminars and workshops.
- ii. One faculty member can be deputed to attend such events only once in a year.
- iii. Deputation of faculty for participating in international events will not be more than once in three years. Deputation for international events will be subject to approval by the management.
- iv. If the participant is receiving any financial support, this has to be intimated in the application.
- v. Departments will maintain a proper record of faculties deputed for all such events, QIPs and FDPs.
- vi. Request on the prescribed Performa should be sent to the Principal office at least 15 days in advance.
- vii. Not more than 15% of teaching staff from a department can be away for such programs.
- viii. A maximum of 50% of total expenditure will be provided as financial support from the college.

CHAPTER VIII

TRAVELING AND DAILY ALLOWANCE

8.1 Mode of Travel

- i While traveling on duty an employee shall be entitled to the mode of travel indicated below:
Employees drawing basic pay of Rs 37400/- and above by air
Employees drawing basic pay of less than 37400/- by train
- ii Where there are two or more routes of travel by the same mode of transport and employee shall travel only by the route by which the destination may be reached most speedily and most economically.
- iii The Competent Authority shall, however have the discretion to allow any employee to travel by any route or any higher class or by any mode other than the one permissible as above depending upon the exigency of the situation.
- iv An employee shall also be entitled to be reimbursed the reservation of sleeping berth charges. An employee may also draw advance up to 50% of the eligible expenses on production of receipts for having incurred the expenditure. An employee shall submit his claim within 90 days from the date of performing their actual journey. An employee can also travel by bus and claim actual bus fare in relation to or train travel mentioned as above.

8.2 Rates of Daily and Standard Halting Allowance

The rates of daily and standard halting allowance will be as specified by the Govt., of Uttar Pradesh from time to time in respect of their employees. The Competent Authority shall however have the discretion to allow any employee to avail stay and other expenses at higher rates depending on the exigency of the situation against procuring the actual bills and receipts for such expenditure.

8.3 Submissions of Claims for Reimbursement of Travel fare and or Standard Halting Allowance

An employee shall submit the claims for reimbursement of travel fare and daily or standard halting allowance within 30 days after completion of tour for which such claim is submitted. The claim shall be accompanied by documentary evidence as prescribed.

8.4 Computation of Period of Eligibility of Daily Allowance and Standard Halting Allowance

The number of days for which the daily allowance or Standard Halting allowance is payable shall be arrived at by computing the total number of whole days (or 24 hours duration) of absence from the time of departure till the time of return to the place of work. The balance of time after arriving at the whole number of days of absence shall be counted as half of a day if the balance time is less than 12 hours and full day if the balance time is 12 hours and more.

CHAPTER IX

MEDICAL FACILITIES AND INSURANCE

- 9.1 **Medical facilities:** A primary health centre is available in the college, where services of a Doctor and a medical assistant are available for the staff and the students.
- 9.2 Subject to the approval of the Management, an employee may be given an advance towards the cost of treatment subject to approval by the competent authority. Advance will be limited to the maximum of six months salary.
- 9.3 The advance will have to be repaid in 12 monthly installments by way of monthly salary deduction.
- 9.4 The Management may however, agree to reimburse at its discretion and in extraordinary circumstances the expenditure an employee may incur on treatment / hospitalisation arising out of any serious illness. The claim for such reimbursement shall be at the sole discretion of the Management.
- 9.5 **ESIC:** All employees whose gross salary is less than 15000/- shall be the members of Employee State insurance corporation scheme.

CHAPTER X

CONDUCT AND DISCIPLINE RULES

- 10.1 Every employee of the Academy shall conform to and abide by these rules and comply with and obey all orders and directions which may from time to time be given to him by any person or persons under whose jurisdiction, superintendence or control he may be placed.
- 10.2 Every employee shall maintain the strictest secrecy regarding the Academy affairs and the affairs of its constituents.
- 10.3 Every employee shall serve the Academy honestly and faithfully and shall promote the interest of the Academy.
- 10.4 No employee shall take an active part in politics or in any political demonstration or stand for election as a member for Municipal Council, District Board or any Legislative Body without the approval of the management.
- 10.5 No employee will contribute to the press, Radio, T.V. Journals or any other publications without the prior approval of the Competent Authority or without such approval make public or publish any document, paper or information which may come into his possession in his official capacity.
- 10.6 No employee shall undertake part time work for a private or public body or a private person with or without any remuneration therefore without the written approval of the competent authority.
- 10.7 An employee shall not absent himself from his duties without having first obtained leave of absence from the Competent Authority. In case of sickness or accident an employee will inform his superior at the earliest and will need to produce medical certificate along with his application to regularize his absence. In case of temporary indisposition for a period not exceeding three days, the production of such medical certificate may be dispensed off at the discretion of the Head of Department.
- 10.8 An employee who absents himself from duty without prior permission for leave or overstays his sanctioned leave except under circumstances beyond his control, for which he must at the earliest tender a satisfactory explanation, shall not be entitled to draw any pay and allowance during such absence or overstay.
- 10.9 An employee who is habitually late in attendance shall in addition to such other penalty as the Competent Authority may deem fit to impose, will have one day of Casual Leave forfeited for every three late arrivals. Where such an employee has no casual leave due to him, the period of leave to be so forfeited may be treated as Earned leave.

- 10.10 An employee shall not absent himself from headquarter overnight without obtaining previous permission of the Head of department.
- 10.11 An employee shall not solicit or accept any gift or gratification or favour from a constituent of the Academy or from any subordinate employee either for himself or for any other person.
- 10.12 No employee shall engage in any commercial business or pursuit either in his own name or in the name of any other person or as agent for others.
- 10.13 An employee shall not borrow money from any other employee of the Academy or corporate body or firm or persons having dealings with the Academy without prior approval from the competent authority.
- 10.14 An employee who is detained in custody, whether on criminal charges or otherwise, for a period exceeding 48 hours, shall be deemed to have been suspended with the effect from the date of detention, by an order of the Competent Authority and shall remain under suspension until further orders of the Competent Authority.
- 10.15 An employee who is convicted by a Competent Court of Criminal Offence which, in the opinion of the Competent Authority involves moral turpitude or has bearing on any of the affairs on the Academy, or in the discharge of duties in the Academy by the employee, the Competent Authority may dismiss such employee without any notice and or assigning any reason.
- 10.16 Without prejudice to the provisions of the other rules an employee who commits breach of these Rules, or who is negligent, inefficient or indolent or who knowingly does anything detrimental to the interest of the Academy or in conflict with its instructions or who commits a breach of discipline or is guilty of any other act of misconduct, shall be liable to the following penalties: (a) Censure (b) Delay or stoppage of increment with or without cumulative effect or promotion (c) Reduction to a lower stage in his incremental scale (d) Degradation to a lower post (e) Recovery from pay of the whole or part of any pecuniary loss caused to the Academy by the employee, (f) Suspension without pay and allowance for a period not exceeding 30 days (g) Dismissal.
- 10.17 No employee shall be subjected to the penalties (c), (d), (e), (f) or (g) of sub rule 9.16 except by an order in writing signed by the Competent Authority and no such order shall be passed without the charge or charges being formulated in writing and given to the said employee and the employee having been given reasonable opportunity to answer them in writing.

Further that the requirements of this sub-rule may be waived if the facts on the basis of which action is to be taken have been established in a court of law or where the employee has absconded himself or where for any other reason it is impracticable to

communicate with him or where there is difficulty in observing the provisions of this sub-rule due to lack of cooperation from the employee. In every case where all or any of the requirements of this sub rule are waived, the reasons for so doing shall be recorded in writing by the Competent Authority.

- 10.18 An employee may be placed under suspension by the Competent Authority empowered to pass the final order under this rule. During such suspension, an employee shall receive subsistence allowance equal to 50% of his basic pay and allowance. An employee who is under suspension for six months and the competent authority has not taken any final decision, his case will have to be put up to the Management and the decision of the Management Committee will be the final and binding on all people.
- 10.19 An employee shall have the right of appeal against any order passed by a Competent Authority and such an appeal shall be with the Director (Technical) and where the Director (Technical) is the disciplinary Authority the appeal shall lie with the President.

PROCEDURE FOR APPOINTMENT

1. All permanent appointments will be recommended by the Selection Committee and approved by the President.
2. The posts will be advertised in the National dailies both at Noida and Mysore.
3. Applications so received will be short listed, if required, by the concerned HOD or the person so nominated by the competent authority.
4. Short listed candidates will be called for appearing in the interview and a minimum of seven days notice will be given for this purpose.
5. The Selection committee will be as approved by the management and will normally include:
 - Executive Secretary JSSMVP
 - Director (A&A) JSSMVP
 - Principal
 - Subject specialist
 - Concerned HOD.
 - Chief Administrative Officer: Member Secretary
6. List of candidates selected by the Selection Committee will be put up to the President for approval.
7. After approval candidates will be issued an offer letter.
8. Candidates who join the academy will be issued with an appointment letter from JSS MVP.
9. All employees will be placed on a probation period for two years.
10. Temporary appointments on consolidated salary for a period not exceeding 11 months can be made by the Principal as leave relief, for faculty members only, but with the approval of Management.
11. Appointment of officers for a fixed period and on consolidated remunerations will be made with the prior approval of President.

Qualification and experience required for faculty positions

Qualification required for various positions of faculty will be as per the AICTE norms.

SI.No	Cadre	Qualification & Experience required
1	Assistant Professor	i) BE/B.Tech and ME/M.Tech in relevant branch with first class or equivalent either in BE/B.Tech or ME/M.Tech ii) First class or equivalent in Masters Degree in appropriate branch of Science. iii) First class or equivalent in Masters Degree in Business Administration or equivalent. Two years relevant experience is desirable.
2	Associate Professor	Qualification as above that is for the post of assistant professor, as applicable and Ph.D or equivalent, in the appropriate discipline. <p style="text-align: center;">And</p> Minimum of 5 years experience in teaching/research/industry of which two years post Ph.D experience is desirable. Post Ph.D publications and guiding Ph.d student is highly desirable.
3	Professor	Qualification as above that is for the post of assistant professor, as applicable and Ph.D or equivalent, in the appropriate discipline. <p style="text-align: center;">and</p> Minimum of 13 years experience in teaching/research/industry of which at least 5 years should be at the level of associate Professor. Post Ph.D publications and guiding Ph.d student is highly desirable.

PAY SCALES FOR VARIOUS POSTS

POST	PAY SCALES
Principal	As decided by the Management
Professor	37400-67000 plus AGP of 10000/- with minimum basic of 43000/-
Associate Prof	37400-67000 plus AGP of 9000/-
Assistant Professor	15600-39100 Plus AGP as per the AICTE norms
Administrative Officer	15600-39100 plus Grade pay of 7600/-
Register	15600-39100 plus Grade pay of 5400/-
Dy. Registrar	9300-34800 plus grade pay of 5400/-
Asst. Registrar	9300-34800 plus grade pay of 4800/-
Accounts Officer	15600-39100 plus Grade pay of 5400/-
Librarian(Sr Scale)	15600-39100 Plus AGP of 7000/-
Librarian	15600-39100 Plus AGP of 6000/-
Resident Engineer	9300-34800 plus grade pay of 5400/-
Asst. Engineer	9300-34800 plus grade pay of 4800/-
System Administrator	15600-39100 plus Grade pay of 5400/-
Programmer	9300-34800 plus grade pay of 4200/-
Superintendent	9300-34800 plus grade pay of 4200/-
Foreman	9300-34800 plus grade pay of 4200/-
Instructor	5200-20200 plus grade pay of 2800/-
Asst. Librarian	5200-20200 plus grade pay of 2800/-
Library Asst	5200-20200 plus grade pay of 1900/-
Computer Operator	5200-20200 plus grade pay of 1900/-
FDA	5200-20200 plus grade pay of 2400/-
SDA	5200-20200 plus grade pay of 1900/-
Steno	5200-20200 plus grade pay of 2400/-
Receptionist	5200-20200 plus grade pay of 1900/-
Telephone Operator	5200-20200 plus grade pay of 1900/-
Mechanic	5200-20200 plus grade pay of 1900/-
Lab-Asst	5200-20200 plus grade pay of 1900/-
Attender / Lab Helper	4440-7440 plus grade pay of 1300/-
Driver	4440-7440 plus grade pay of 1650/-

Qualification required for various positions of Faculty will be as per the AICTE requirement.

Qualification required for various positions of Non-teaching staff will be as required by the job specification and approved by the Management.

SERVICE AGREEMENT

1. During your employment with the Academy, you will be governed by the service rules and regulations of the Academy in force or as introduced or amended from time to time.
2. During your employment with JSS Academy of Technical Education, Noida, we expect you to work with a high standard of initiative, commitment and efficiency. You are required to deal with the Academy's money, material and documents with utmost honesty and professional ethics. Teaching staff are not expected to resign and leave the Academy in the middle of semester. If they wish to do so they will be liable to pay the salary for the balance period of the Academic Semester and forgo all entitlements, incentives and service benefits from the Academy.
3. Probation period and notice period for resignation or termination of services will be as specified in your appointment letter. Further if you submit your resignation at the end of even semester i.e in April or May, and you are not available for next AY, the Academy may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period.
4. The Academy reserves the right to send you for training, knowledge/process transfer events. As, the Academy shall be making considerable expenditure for making specialized training available, the Academy may insist for some agreement(s) /document(s) be executed.
5. You have been engaged on the presumption that the particulars furnished by you in your application and / or Bio-data are correct.
6. The Academy encourages Faculty Development and facilitates faculties, who wish to enroll for Ph.D programs on full time or part time bases. Faculty members availing this facility have to execute a bond for serving the Institute for at least three years after completion of Ph.D. Faculties who wish to enroll for Ph.D and attend the course work during week days, will be provided off for two half-days in a week for mandatory course work. Such faculties have to execute a bond for serving the institute for at least three years after completion of Ph.D program.
7. If faculty members leaves the college during the Ph.D course, he/she will be liable to pay 1/3 of the salary paid during the period of part-time course or Rs.50,000/- whichever is less.
8. In case the faculty members wishes to leave the academy before completion of the bond period, he/she will be liable to pay the amount mentioned in the bond and forgo all entitlements, incentives and service benefits from the Academy
9. At the time of joining you are required to give an undertaking about your physical fitness and declare if you have any known disease or if you have undergone any surgery in the last five years.
10. You are required to maintain yourself in a state of medical / mental fitness and ensure annual medical checkup. Any neglect on your part in this regard may render you medically unfit during the service which in turn would render your services liable for termination with immediate effect.
11. You are required not to engage yourself in any other gainful or commercial employment, business, or activity part-time or full time, directly or indirectly or in any other business. Any action contrary to the above would render your services liable for termination.

Signature of the Employee with name and designation