



ANJUMAN-I-ISLAM'S

KALSEKAR TECHNICAL CAMPUS, NEW PANVEL

Approved by : All India Council for Technical Education, Council of Architecture, Pharmacy Council of India New Delhi,
Recognised by : Directorate of Technical Education, Govt. of Maharashtra, Affiliated to : University of Mumbai.

- SCHOOL OF ENGINEERING & TECHNOLOGY
- SCHOOL OF PHARMACY
- SCHOOL OF ARCHITECTURE

VISION
*To be the most sought-after
Technical Campus that others
would wish to emulate*

MISSION
*Creating Exuberant
Technical Professionals*

With You... Till You Do not Need Us In Any way



ANJUMAN-I-ISLAM'S
KALSEKAR TECHNICAL CAMPUS

HUMAN RESOURCE MANUAL





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SERVICE RULES / STAFF POLICY DOCUMENT

(For All Schools, Programmes and Sections of AIKTC)



The Service Rules / Staff Policy Document is prepared to make all staff working at Anjuman-I-Islam's Kalsekar Technical Campus New Panvel aware of rules and regulations that governs their working in the institute. This revised policy document is made effective from January 2018. It is expected that faculty and staff members strictly adhere to the rules and regulations spelled out in this document. The Management reserves the right to change/modify the policies as and when necessary and apply their discretion in specific cases.

Compiled & Developed By	Recommended By	Approved By
DR. ABDULRAZAK HONNUTAGI Director, AIKTC	BURHAN HARRIS Hon. Exe. Chairman BINM, Anjuman-I-Islam	G. A. R. SHAIKH Hon. General Secretary Anjuman-I-Islam





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Conceived, Compiled & Developed By Dr. Abdul Razak Honnutagi, Director

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Plot 2 & 3, Sector - 16, Khandagaon, Near Thana Naka, New Panvel - 410206. Tel. : +91 22-27481247 / 48.
Fax+91 22 - 27481249. Email Id : aiktc.newpanvel@gmail.com URL. www.aiktc.org



CHAPTER: 1

1. TITLE AND COMMENCEMENT:

- 1.1** These rules may be called as the Service Rules of the employees working in Kalsekar Technical Campus and A. R. Kalsekar Polytechnic, New Panvel governed by the Anjuman-I-Islam, Mumbai.
- 1.2** These rules shall come into force from the date of approval by the Board of Governors of the institution and shall apply to all the employees hereafter defined, on the date of approval by the Board of Governors and who joined the employment thereafter.
- 1.3** The Board of Governors of the Institution reserves right to amend, alter and add to any of these Rules and to bring any such amendment, alteration into effect from such date as it may fix.





2 CHAPTER: 2

2. DEFINITIONS

2.1 "Anjuman" means the Anjuman-I-Islam, Mumbai 400 001.

2.2 "Casual Employee" means one who is employed on day-to-day basis for specific work of casual nature.

Note: A casual employee shall not be entitled to benefits provided to other classes of employees.

2.3 "Competent Authority" in relation to the exercise of any power, means the General Council and/or any other authority empowered to exercise any such power by the General Council of Anjuman.

2.4 "Continuous Service" means the service of an employee from the beginning of his/her service, without any break.

2.5 "Contract Employee" means a person appointed on Contractual appointment for a fixed period.

2.6 "Day" means a calendar day, beginning and ending at midnight, but absence from Headquarters which does not exceed 24 hours shall be reckoned for all purpose as one day, at whatever hours the absence begins or ends.

2.7 "Employee" means a person in the employment of the Unaided Institution / Establishment set up and/or run by the Anjuman.

2.8 "Establishment" means Hostel, Mess, Canteen, Printing Press, Store, Drug Stores, etc.

2.9 "Family" means an employee's spouse, legitimate children and parents in case of unmarried employee, who are residing with and wholly dependent on the employee.

2.10 "General Council" means the Body elected by the General Body of the Anjuman.





2.11 "Habitual" means commission or omission of an act for minimum of three times in a period of six months.

Note: In these Rules what is said to be applicable to male member will also be applicable to female members of the staff unless repugnant of or inconsistent with the test or contest.

2.12 "Head of the Institution" means the Director/Principal of the College, Head Master/Mistress of the School or anyone, who is appointed/ designated as the Head of the Institution by the Management.

2.13 "Holiday" means a holiday prescribed or notified by Competent Authority of the Institution.

2.14 "Honorarium" means a recurring or non-recurring payment to an employee payable as remuneration for work done in respect of affairs of the Institutions, as may be determined by the competent authority from time to time.

2.15 "Institution" means the Institutions/ Establishments/ Training Centers/ Research Centers set up and/or run by the Anjuman which includes Unaided Schools, Colleges, existing as well as those that may be set up in future.

2.16 "Leave Salary" means the amount paid by the Management to an employee for leave period.

2.17 "Management" means the General Council or Office Bearers of the Anjuman.

2.18 "Muster Roll" means all registers wherein the attendance of the employees, is marked and maintained under any laws or enactment and also includes the computer print outs from the computerized attendance system which may be required to be maintained for the purpose of payroll from time to time.

2.19 "Medical Certificate" means a certificate issued by the Registered Medical Practitioner available on the panel of the Institution/Anjuman.





2.20 "Month" means a calendar month. In calculation a period expressed in terms of months and days, complete calendar months, irrespective of the number of days in each should first be calculated and the odd number of days calculated subsequently.

2.21 "Notice" means a notice in writing required to be given or to be pasted for the purpose of the Standing Orders issued by Management/Head of the Institution.

2.22 "Notice Board" means the notice board maintained in a conspicuous place at or near the main entrance or the "Institute/College/School" building for the purpose of displaying notices required under the provisions of these Standing Orders. This includes Notice Boards provided in each department/section of the Institute/College/School for displaying information and communication with the employees in the concerned departments/sections.

2.23 "Office Bearers" means a Managing committee having 5 members elected by the General Council and 3 members nominated by the President.

2.24 "Part-time employee" means an employee appointed for limited period on a consolidated monthly salary, who may be employed else-where also.

Note: Part-time employees are not ordinarily entitled to the benefits provided to full time employees. They shall be entitled to such benefits as are determined by the management.

2.25 "Permanent Employee" means an employee who upon expiry of the period of probation has been confirmed in writing by the Employer.

2.26 "President" means President of the Anjuman-I-Islam.

2.27 "Probationer" means an employee appointed on probation in or against substantive vacancy in any cadre with an intention to continue on permanent basis. The employee appointed on probation will continue on probation till he





is confirmed in writing. In computing the period of probation extra -ordinary Leave (Leave without salary) granted to a probationer shall be excluded.

2.28 "Secretarial Staff" means an employee whose duties are mainly clerical in nature.

2.29 "Stipendiary" employee is an employee who performs certain types of work for a limited and fixed tenure for which he is paid a periodical stipend.

2.30 "Special Pay" means an additional pay to the emoluments of a post or of an employee, granted in consideration of –

2.30.1 The especially arduous nature of the duties; or

2.30.2 A specific addition to the work or responsibility; or

2.30.3 Necessity of acquiring or retaining an employee in the interest of the Anjuman/ Institution/ College/ School etc.

2.31 "Subsistence Pay" means the payment made to an employee who is not in receipt of pay or leave salary.

2.32 "Substantive Pay" means the pay, other than special pay, personal pay to which an employee is entitled on account of holding the post to which he has been appointed substantively or by reason of his/her substantive position in a cadre.

2.33 "Substitute" or "Badli" is one who is engaged in the post of a permanent employee or a probationer who is temporarily absent or on long leave.

2.34 "Temporary employee" means an employee who has been employed for a limited period or for a specific work of temporary nature.

2.35 "Tenure Post" means a permanent post which an individual employee may not hold for more than a limited period without re-appointment.

2.36 "Time Scale Pay" means pay which rises by periodical increments from minimum to a maximum.





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2.37 "Trainee" is one to whom facilities are extended for training of learning work in a designated field in the Institutions/College/School with or without allowances or stipend and without any obligation or employment on the part of the management.





3 CHAPTER: 3

3. APPOINTMENT, CONFIRMATION, TERMINATION & RETIREMENT:

- 3.1** All appointments of all categories shall be approved by the Board of Governors. The Board of Governors may appoint selection committee wherever necessary.
- 3.2** A candidate appointed by direct recruitment shall assume charge of the post for which he/she was appointed within the period specified in the appointment order.
- 3.3** At the time of joining the candidate shall complete the following formalities:
- 3.3.1** Submission of Joining Report.
 - 3.3.2** Submission of True Attested Copies of Educational Certificates along with originals for verification.
 - 3.3.3** Submission of Relieving Letter from the previous employer.
 - 3.3.4** Submission of Evidence of date of birth/proof of age & Address proof.
 - 3.3.5** Nomination for Provident Fund/Gratuity in prescribed form (if eligible).
 - 3.3.6** Application for Identity Card along with 3 passport size photographs.
 - 3.3.7** Application for opening Bank Account.
 - 3.3.8** Any other submission deemed necessary by the Administration.
- 3.4** The following documents may be accepted as evidence of date of birth/ Proof of age and Address proof:
- 3.4.1** Certified Extract from Registrar of Births & Deaths.
 - 3.4.2** Secondary School Certificate (SSC).
 - 3.4.3** Any other valid document acceptable to the Management.





3.4.4 Bank Statement of 1 year or Electricity Bill or Adhaar Card in case of Address proof.

Note: The age of employee verified with reference to any of the above shall be the sole evidence of the age of the employee for all purposes concerning his/her employment including retirement. The date of birth once furnished and accepted by the Management and entered in the Service Register shall be final and conclusive and under no circumstances, the request for correction of the same will be entertained.

3.5 The Institution may verify the antecedents of the candidate either directly or through Agency by referring to the previous Organization in which the candidate was working. In the event, it is found that the candidate had suppressed material information or furnished wrong information, the employee is liable for summary termination of employment.

3.6 All appointments shall be subject to the candidate being medically found fit and the candidate shall produce Medical Certificate from the Doctor specified by the Institution. The Institution may require employee to be examined by a Medical Officer approved by the Institution for the purpose. If on examination, the employee is found suffering from any disease or complaint that is infectious or medically objectionable and detrimental to the healthy functioning of the Institution or to the health of the other employees, students and staff, the Institute may terminate his/her services of the employees for being found medically unfit.

3.7 All employees other than temporary one shall be on probation for a period of two years or as specified in the appointment order. The probationary period may be extended for a further period of six months or any part thereof at the absolute discretion of the Management. Notice of extension of probation will be given to the employee in writing before the expiry of the probationary period. However, if such extension notice is not served on the employee, he





shall continue to be on probation until and unless, his/her services are confirmed in writing.

The appointment of a probationer is liable to be terminated at any time during the period of probation or extended period of probation or at the end of the period of probation or before confirmation in writing, without notice or compensation in lieu of notice and without assigning any reason whatsoever. Senior posts need not be probationary but at the discretion of the Management.

3.8 A permanent employee appointed in a different post or promoted to a higher post shall be on probation for a period of one year and is liable at any time during this probationary period to be reverted to the original post at the discretion of the Management.

3.9 No person shall be deemed to be in the regular employment of the Institution/College/School unless and until he/she has received a letter of appointment from the appointing authority.

3.10 On satisfactory completion of probation, the Board of Governors shall confirm the employee in service in writing.

3.11 SERVICE RECORD

3.11.1 A Service Register shall be maintained for every employee showing among other things, his/her permanent address, date of appointment, consolidated pay, scale of pay on which he/she was appointed increments given from time to time, leave availed of, transfers, promotions, suspensions, punishments etc. The Register shall be opened immediately after the employee report for duty and to be updated periodically.

3.11.2 It shall be incumbent upon every employee to furnish in writing his correct and complete bio-data to the appointing authority, as required by the Management for the purpose of record and also





thereafter, promptly to notify in writing any subsequent changes in the particulars of his bio- data.

3.12 SPECIAL SERVICE CONTRACT

The Board of Governors may appoint an employee on Contract basis for a fixed period on such terms and conditions which the Board of Governors deems proper and fit as per the requirement of the Institution.

3.13 SENIORITY

The Seniority in a particular cadre of service or class approved shall be determined as follows:

3.13.1 All persons confirmed shall be senior to all other non-confirmed.

3.13.2 The Seniority of persons, who are confirmed shall be according to the dates of confirmation; where the date of confirmation of any two or more employees is the same, their relative seniority shall be determined with reference to their Rank in the lower grade. If the seniority cannot be fixed on the said principle, the one who is older in age shall be treated as Senior.

3.13.3 When persons are recruited to a class of post both by internal promotion and direct recruitment, the internally promoted candidate shall rank higher than those recruited directly.

3.13.4 When promotions are made on the basis of seniority cum merit at the same time, the relative seniority shall be determined by their seniority in the lower cadre.

3.13.5 When promotions to a class of post or cadre are made by selection at the same time, the seniority shall be in the order in which the names of candidates are arranged in the Order of Merit.

3.13.6 Seniority of direct recruitment shall be determined, as follows:





3.13.6.1 When the recruitment is made through the process of Demonstration/Written test and interview, the seniority shall be in the order of position in the Merit List obtained by the Candidate.

3.13.6.2 If the appointments are made otherwise than by way of Demonstration/ Written test and interview, the date of joining of the candidate shall be the date for reckoning seniority.

3.14 RESIGNATION

When an employee tender resignation to the post held by him/her, the following points shall be verified before accepting the resignation:

3.14.1 Whether the resignation is not in the middle of the academic session prescribed by Affiliating University/Council/Board.

3.14.2 Whether the three months' notice or salary equivalent to the notice period has been paid.

3.14.3 If the resignation is before completion of three years of service, it should also be seen whether the employee has been paid salary for the vacation period and if so such salary drawn for the immediate preceding vacation period is also to be refunded.

3.14.4 Whether dues or no dues certificate has been obtained from different Department/ Section of the Institution.

3.14.5 If the conditions of 3.14.1 to 3.14.4 are fulfilled, the Head of the Institution shall forward the resignation letter to the Board of Governors with suitable opinion/remarks for orders/acceptance. The Management has right to reject the resignation in case the resignation is received in the middle of the academic session in the interest of the students.





3.14.6 After receiving the orders/acceptance, the same shall be communicated to the employee by Head of the Institution concerned.

3.14.7 The salary for the month and onwards in which the resignation is submitted shall not be drawn until the resignation is accepted by the Management.

3.14.8 The Board of Governors/ College Development Committee/ School Committee shall be the Competent Authority to accept the resignation of all employees.

3.14.9 The Board of Governors/ College Development Committee/ School Committee may decline to accept resignation of an employee against whom the disciplinary proceedings are pending. However, while processing resignation of such employee, the Board of Governors/ College Development Committee/ School Committee shall keep in view the nature of charges levelled against the employee for whom the disciplinary proceedings are pending and the likely punishment the employee may be imposed in the event charges are established. If the disciplinary proceedings are unlikely to culminate in discharge or dismissal or termination of the employee from service, the Board of Governors/ College Development Committee/ School Committee may consider accepting the resignation.

3.15 TERMINATION OF SERVICE

The Management may terminate the services of an employee:

3.15.1 After giving three months notice or pay in lieu thereof, no such Notice shall be necessary, if the termination is as a result of proved misconduct in the enquiry conducted in accordance with these Rules.

3.15.2 After giving three months notice or pay in lieu thereof, if the employee is found to be unfit to continue in service on medical grounds or other reasons to the satisfaction of the Board of





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Governors/ College Development Committee/ School Committee. In case of medical unfitness, the opinion of the Medical Board as decided by the Board of Governors/ College Development Committee/ School Committee shall be obtained.

3.15.3 The services of a probationer may be terminated by giving one month notice or salary in lieu thereof.

3.15.4 The Board of Governors/ College Development Committee/ School Committee may curtail or waive the notice period or payment in lieu thereof in appropriate cases at its discretion if requested by the employee.





4 CHAPTER: 4

4. HOURS OF WORK & HOLIDAYS:

- 4.1** All employees are required to work for a minimum of six days a week and 8 hours a day.
- 4.2** Duty hours in the different Schools/Departments/Sections of the Institutions are to be followed as notified from time to time.
- 4.3** The duty hours notified may be changed as per the requirement of the Institution from time to time and the employees shall attend duty accordingly.
- 4.4** Working hours will vary in different Institutions/ departments / Colleges/ Schools and areas throughout the Anjuman. Because any Institution must operate on 24 hours day and seven-day week basis, employees may be required to work irregular hours, day and/or work periods. Besides, an employee may be required to work beyond his working hours if the exigencies of work so demand, and such instructions at institutions etc. shall be complied with.
- 4.5** All employees shall be: required to attend to any emergency or other urgent duties outside their regular hours of work including on Sundays and holidays if required. They shall not be entitled to any extra remuneration for such work except to compensatory Time off at the Management's discretion and convenience.
- 4.6** Subject to provisions of rules 4.4 and 4.5 above, all employees will be required to work six days a week and eight hours a day exclusive of rest interval or time for meals.
- 4.7** Employees on shifts duty shall continue to be on duty until relieved by the employee of the next shift.

4.8 ATTENDANCE





- 4.8.1** All employees shall mark their attendance on Biometric machine and also in their respective Attendance Register maintained in the Administrative office of the School or College as the case may be.
- 4.8.2** On arrival for duty, the employee shall initial their names against the appropriate date. The Attendance Register will not be available for such initials after lapse of 15 minutes from the time fixed for the commencement of duty.
- 4.8.3** No employee reporting 15 minutes later from the time fixed for commencement of duty will be allowed to attend duty unless permission is given by the Head of the School/Department/Section.
- 4.8.4** All employees are expected to be at their allotted place of work throughout their duty timings.
- 4.8.5** Any employee found absent from his/her place of work during working hours without prior permission of the Head of the School or Department or section, is liable to be treated as absent for the day.

4.9 NATIONAL & FESTIVAL HOLIDAYS

Institutions can follow holiday list as per their respective affiliated Universities/Councils/Boards as notified by the Head of the Institution. However, the employee has to be present for the flag hoisting ceremony compulsorily on 15th August and 26th January every year.





CHAPTER: 5

5. PAY AND ALLOWANCES

5.1 REGULATION OF EMOLUMENTS

The pay and allowances admissible to the permanent employees shall be at the rates and scales of pay sanctioned by the Management from time to time. All appointments shall be made at the minimum of the relevant pay scale, provided the pay above the minimum of pay scale may be fixed at the discretion of the Board of Governors on the merit of each case.

5.2 ALLOWANCES

Payment of various allowances such as Dearness Allowance, Variable Allowance (Appraisal based), Travelling Allowance, House Rent Allowance etc. shall be at the discretion of the Management.

5.3 CHARGE ALLOWANCE:

When an employee is assigned with additional duties in addition to his/her own duties and the charge entails a substantial increase of responsibility and some additional work, he/she may be paid additional allowance in the form of charge allowance to be fixed by the Board of Governors/College Development Committee/School Committee. The charge allowance shall generally not exceed one tenth of the minimum of the scale of pay applicable to the post of which an employee is placed in additional charge or independent charge.

5.3.1 No charge allowance is admissible unless the incumbent has actually given / taken over charge of the office under the orders of the Head of the Institution.

5.3.2 The minimum period required for claiming charge allowance under this rule shall be one month.

5.3.3 Charge allowance in respect of only one additional post is admissible, even though an employee is placed in additional charge of the duties of more than one post concurrently. In such case, the charges





allowance is admissible at rate of 1/10 of the minimum pay of the post carrying highest pay scale.

5.3.4 However higher charge allowance can be approved by Board of Governors/ College Development Committee/ School Committee as and when the need may arise.

5.4 FIXATION OF PAY:

5.4.1 When an employee is promoted to a post or appointed to an ex-cadre post and such promotion or appointment involves assumption of duties involving higher responsibilities than those of the post held by him/her, his/her initial pay in the time scale of the higher post shall be fixed at the stage next above the pay in the time scale of the lower post at the time of such fixation.

5.4.2 An increment/promotion may be withheld from an employee by the Institution, if his/her conduct/performance has not been satisfactory and such withholding the increment on the said ground shall not be treated as punishment. However, reasons for withholding the increment may be intimated to the employee in writing. The employee may seek review of such decision by representing to the authority higher to the one who is empowered to sanction the increment.

5.4.3 Where under the conditions of his/her service, an employee has to pass any service examination or test or minimum Appraisal score before earning an increment; he/she shall not earn the increment until he/she passes such examination or test. These examinations or tests or Minimum Appraisal score may be made mandatory if these check the level of competency of a post which may change from time to time (Computer Hardware and Software knowledge-Operating Systems, MS-WORD, MS-POWERPOINT, MS-EXCEL, MS-OUTLOOK, TALLY, MSCIT Etc.). If the employee fails the examinations declared





mandatory by Board of Governors/ College Development Committee/ School Committee within the prescribed duration specified by Board of Governors/ College Development Committee/ School Committee, he/she may be demoted/terminated after giving sufficient chance to improve. Employee concerned shall be given only two opportunities within specified time of one year for each test to qualify.

5.4.4 After passing the examination or test, his/her pay shall be fixed in the time scale at the stage at which he/she would have drawn the pay, if the earning of the increment had not been deferred, but the increased pay shall be given from the date of passing the examination or test.

5.4.5 When an efficiency bar based on Appraisal is prescribed in a time scale, the increment next above bar, shall not be given to an employee without specific sanction of the Board of Governors/ College Development Committee/ School Committee.

5.4.6 The conditions under which service counts for increments in a time scale are as follows:

5.4.6.1 All duty in a post on a time scale counts for increment in that scale; provided that for the purpose of arriving at the date of the next increment in that time scale the total of all such period as do not count for increment in the time scale shall be added to the normal date of increment.

5.4.6.2 All leave except extraordinary leave (Leave without Allowances) count for increment in the time scale applicable to a post in which an employee was placed at the time of proceeding on leave.





5.4.6.3 Extra ordinary leave (Leave without Allowance) on medical grounds duly supported by medical certificate shall count for increment.

5.4.6.4 The period spent on probation shall count for increment.

5.4.6.5 Time passed while on suspension does not count towards increment; if the period of suspension is treated as such.

5.4.6.6 Period of unauthorized absence not regularized, but treated as such, shall not count for increment in the time scale.

5.4.7 If the pay of an employee is reduced as a measure of penalty to a lower stage in his/her time scale, the authority ordering such reduction, shall state the period for which it shall be effective and whether on restoration it shall operate to postpone future increments and if so to what extent.





CHAPTER: 6

6. ATTENDANCE, DUTIES AND CODE OF CONDUCT

6.1 ATTENDANCE, ABSENCE FROM WORK, LATE COMING ETC.

- 6.1.1** Every employee shall be at the assigned place of work and at the notified time for the commencement of his work. He shall report or record each day the time of reporting at and departure from the place of work, in the manner specified by the management. An employee failing to report or record the time as above is liable to be marked absent. An employee who is found absent from his proper place of work during the working hours without permission shall be liable to be treated as absent from the period he is away from his place of work and will not have earned salary for the period of absence. In addition, he will be liable for disciplinary action.
- 6.1.2** Any employee who after reporting for duty, leaves his place of work during his working hours without permission shall be liable to be treated as absent without leave or permission for the whole day in case his absence is before the rest interval. He will not be paid salary for the full day or half a day as the case may be.
- 6.1.3** If any employee reports late for duty either at the commencement of his working hours or after recess three times during any calendar month he shall forfeit one day's casual or annual leave or one day's salary in lieu thereof if he has no leave to his credit. If he reports late by an hour or more on any day, he shall forfeit half a day's salary in lieu thereof if he has no leave to his credit. The employee reporting late is nevertheless expected to work for the rest of the day failing which he shall forfeit the half day's salary in addition to forfeiture of leave. Services of habitual late comer may be terminated at the discretion of the Management.





6.2 DUTIES OF TEACHERS:

- 6.2.1** Teachers must see that he/she is conscientious in giving his/her attention to the students.
- 6.2.2** No teacher is permitted to inflict corporal punishment on a student.
- 6.2.3** Teachers are expected to record, wherever required by the Regulation, Registers and all Academic marks of their students from time to time in particular at the reopening of the school and at the end of the term/semester for Institutions/Colleges. Each year teacher must supply any statistical and other data required by the Head of the Institution.
- 6.2.4** In addition to normal class-room/laboratory duties, the teacher shall co-operate carefully and faithfully with the Head of the Institution and other Members of the Teaching Staff in promotion of an atmosphere of academic excellence and in the performance of extra duties and devoting extra time which is required for the welfare of the student or the Institution in general.
- 6.2.5** No teacher shall undertake private tuition or any other assignment in any other Institutes/Govt. Departments/NGOs etc. without explicit permission from the Head of the Institution.
- 6.2.6** Teachers shall follow the duties/workload as prescribed by Affiliated Universities/Boards or the Regulatory Bodies like A.I.C.T.E./P.C.I./C.O.A etc. Management or the Competent Authority shall have the final say in assigning duties/workload.

6.3 CODE OF CONDUCT FOR TEACHERS & EMPLOYEES:

- 6.3.1** No teacher shall:
 - 6.3.1.1** Knowingly or wilfully neglect his/her duties;





- 6.3.1.2** Propagate through his/her teaching lessons or otherwise, communal or sectarian outlook or incite or allow any student to indulge in communal or sectarian activity;
- 6.3.1.3** Discriminate against any student on the ground of caste, creed, language, place or origin, social and cultural background or any of them;
- 6.3.1.4** Indulge in or encourage any form of malpractices connected with the examination or other activities of the Institution;
- 6.3.1.5** Make any sustained neglect in correcting class work or home-work or Assignments done by the students;
- 6.3.1.6** While being present in the Institution/College/School absent himself/herself except with the prior permission of the Head of the Institution from the class which is required to attend;
- 6.3.1.7** Remain absent from the Institution/College/School without leave or prior permission of the Head of Institution/College/School; Provided that where such absence without leave or without the prior permission of the Head of the Institution/College/School is due to reasons beyond the control of the teacher (serious emergencies), it shall not be deemed to be breach of the Code of conduct, if, on return to duty, the teacher has applied for and obtained, ex-post facto, the necessary sanction for the leave.
- 6.3.1.8** Accept any job of a remunerative or any non remunerative character from any source other than the Institution/ College/ School or give private tuition to any student or other person or engage himself / herself in any business unless permitted by the Head of Institution.





6.3.1.9 Prepare or publish any book or books, whether directly or indirectly without the permission of the Management.

6.3.1.10 Ask for or accept (except with the previous sanction of the management) any contribution, or otherwise associate himself/herself with the Raising of any funds or make any other collections, whether in cash or in kind, in pursuance of any object whatsoever, except subscription from the members of any association of teachers.

6.3.1.11 Engage himself/herself as a selling agent or canvasser for any publishing firm or trader.

6.3.1.12 Enter into any monetary transactions with any student or parent nor shall he / she exploit his / her influence for personal matters in such a manner that he / she has to incur a debt beyond his / her means to repay.

6.3.1.13 Accept or permit any member of his / her family or any other person acting on his/her behalf to accept, any gift from any student, parent of any person with whom he / she come into contact by virtue of his / her position in the Institution/College/School.

Explanation: a) The expression 'gift' shall include free transport, boarding, lodging or any other service or any other pecuniary advantage when provided by any person other than near relation or personal friend having no dealings with him/her in connection with Institution/College/School.

b) On occasions, such as, weddings, anniversaries when the making of a gift is in conformity with the prevailing social practice provided directly or indirectly it does not form an act of corruption.

6.3.1.14 Practice, or incite any student, to practice, casteism, communalism or untouchability.





6.3.1.15 Cause, or incite any other person to cause, any damage to Institution/College/School property.

6.3.1.16 Behave, or encourage or incite any student, teacher or other employee to behave, in a rowdy or disorderly manner in the Institution/College/School premises.

6.3.1.17 Be guilty of, or encourage, violence or any conduct which involves moral turpitude.

6.3.1.18 Be guilty of misbehaviour or cruelty towards any parents, guardian, student, teacher or other employee of the Institution/College/School.

6.3.1.19 Organize or attend any meeting during the school hours except where he/she is required, or permitted by the Head of the Institution/College/School to do so.

6.3.2 Every teacher shall,

6.3.2.1 Be punctual in attendance and in respect of his/her class - work and also for any other working in connection with the duties assigned to him/her by the Head of the Institution/College/School.

6.3.2.2 Abide by the rules and regulations of the Institution / College / School and also show due respect to the Constituted Authority.

6.3.2.3 Take prior permission from the Management for contesting / canvassing for any election and obey any direction issued by the Management.

6.4 Notings contained in sub-rules of 6.1 to 6.2 shall be deemed to take away or bridge the right of a teacher/employee:

6.4.1 To appear at any examination to improve his/her qualifications.





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- 6.4.2** To become, or to continue to be, a member of any literary, scientific or professional organization.
- 6.4.3** To make any representation for the redressal of any bonafide grievance, subject to the conditions that such representation is not made in any rude or indecorous language.
- 6.4.4** To organize or attend any meeting outside the school hours, subject to the conditions that such meeting is held outside the Association/ Institutions/ Colleges/ Schools premises provided such meetings are not detrimental to the Association/ Institutions/ Colleges/ Schools.
- 6.5** The breach of any condition specified in sub-rules of 6.2 shall be deemed to be a breach of the Code of Conduct.
- 6.6** The Code of conduct specified for teachers shall, apply to all other employees of the Institution.

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CHAPTER: 7

7. MISCONDUCTS, SUSPENSION AND PENALTIES

7.1 MISCONDUCTS

Without prejudice to the general meaning of the term, amongst other the following acts and omissions shall be treated as misconduct;

- 7.1.1** Theft, fraud and dishonesty in connection with the property of the Institution.
- 7.1.2** Demanding, accepting or offering bribe or any illegal gratification, whatsoever.
- 7.1.3** Drunkenness, fighting, riotous or disorderly or indecent behaviour within the premises of the Institution.
- 7.1.4** Wilful insubordination or disobedience, whether alone or in combination with others to any lawful and reasonable order of a superior.
- 7.1.5** Sleeping while on duty.
- 7.1.6** Material mis-statements made on employment in the application for employment.
- 7.1.7** Anywhere within the establishment, causing or threatening to cause mental and / or physical pain or injury to other employees either alone or in collusion with others.
- 7.1.8** Committing any act likely to harm or endanger the Institution's property.
- 7.1.9** Sabotage
- 7.1.10** Conviction for any criminal offence involving moral turpitude.





- 7.1.11** Refusal to accept any communication or charge sheet from the establishment.
- 7.1.12** Not to be present before any enquiry authority/committee.
- 7.1.13** Not producing any required documents etc. when summoned.
- 7.1.14** Habitual negligence or neglect of work.
- 7.1.15** Smoking, Chewing tobacco / Gutaka / Pan Masala / Chewing gum and any other prohibited material/ within any Institution premises.
- 7.1.16** Habitual indiscipline or loitering.
- 7.1.17** Refusal to work on another assignment.
- 7.1.18** Habitual irregularity in attendance for any reason whatsoever.
- 7.1.19** Gambling within the premises of the establishment.
- 7.1.20** Leaving the Institution before time without permission.
- 7.1.21** Engaging or abetting in abusing and causing physical violence with another employee at any time or at any place.
- 7.1.22** Habitual absence without leave or overstaying leave or absence without leave.
- 7.1.23** Holding of unauthorized meetings within the premises of the Institution or Establishment.
- 7.1.24** Discourteous behavior towards anybody.
- 7.1.25** Causing sexual harassment.
- 7.1.26** Wearing objectionable dress and indecent exposure of the body.
- 7.1.27** Attending natures call / spitting in open within the Institute / College / School premises.





7.2 SUSPENSION

7.2.1 The Board of Governors or any other Competent Authority specified by the Board of Governors may place an employee under suspension:

7.2.1.1 Where a disciplinary proceeding against the employee is contemplated or is pending or;

7.2.1.2 Where a case against the employee in respect of any criminal offence is under investigation, inquiry or trial.

7.2.2 An order of suspension shall be in writing and shall take effect from the date of the order or such other date as may be specified therein.

7.2.3 An order of suspension made under this Rule shall remain in force until it is modified or reversed by the authority which made the order or by any authority to which that authority is subordinate.

7.3 SUBSISTENCE ALLOWANCE:

7.3.1 An employee under suspension shall be entitled to draw subsistence allowance equal to 50% of the monthly gross emoluments drawn on the date immediately prior to the date on which the employee is suspended.

7.3.2 Where the period of suspension exceeds six months, the authority which made or is deemed to have made the order of suspension shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first six months as follows;

7.3.2.1 The amount of subsistence allowance may be increased to 75% of the emoluments referred to in sub rule (i) if in the opinion of the said authority period of suspension has been prolonged due to the reasons to be recorded in writing, not directly attributable to the employee under suspension.





7.3.2.2 The amount of subsistence allowance may be reduced to 25% of such emoluments if in the opinion of the said authority, the period of suspension has been prolonged due to the reasons to be recorded in writing, directly attributable to the employee under suspension.

7.3.3 No subsistence allowance is payable to the employee unless the Management is satisfied that the employee was not engaged in any other employment, business, profession or vocation during the period of suspension.

7.4 TREATMENT OF PERIOD OF SUSPENSION:

7.4.1 If the concerned employee is honourably acquitted and reinstated, the full pay and allowances which he would have been entitled to if he had not been suspended as reduced by the subsistence allowance already allowed to him/her, may be paid.

7.4.2 If otherwise, such proportion of pay and allowances as the authority may by an order in writing direct.

7.4.3 In a case falling under clauses (7.4.1) the period of absence from duty shall be treated as period spent on duty and in a case falling under clause (7.4.2) the period of absence shall not be treated as period spent on duty, but the Management may in its discretion, grant leave for the period to the extent admissible to the employee under the Rules and any period of absence which has not been treated as period spent on duty or on leave shall not count as service for any purpose and shall constitute a break in the service.

7.4.4 No order passed under this Rule shall have the effect of requiring the employee to refund any part of the subsistence allowance paid to him/her.





7.5 PENALTIES

7.5.1 The following penalties may, for good and sufficient reasons and as hereinafter provided, be imposed on an employee.

7.5.1.1 Censure / Warning.

7.5.1.2 Withholding of increments of pay.

7.5.1.3 Withholding of promotion.

7.5.1.4 Recovery of the whole or part of any pecuniary loss caused by him/her to the Management by his/her misconduct or negligence.

7.5.1.5 Reduction to a lower grade or post or to a lower stage in a time scale.

7.5.1.6 Removal from service which shall not be a disqualification for future employment elsewhere.

7.5.1.7 Dismissal from service.

7.5.2 The following shall not amount to a penalty within the meaning of this Rule, namely;

7.5.2.1 Stoppage of an employee at the efficiency bar in the time scale of pay on the ground of his/her unfitness to cross the bar.

7.5.2.2 Non promotion of an employee whether in a substantive or officiating capacity, to a grade or post for promotion to which he is otherwise eligible.

7.5.2.3 Reversion of an employee officiating in a higher grade, or post to a lower grade or post, on the ground that he/she is considered to be unsuitable for such higher grade or post or on any administrative ground unconnected with his/her conduct.





7.5.2.4 Reversion of an employee on deputation to his/her parent organization or department.

7.5.2.5 Termination of Service:

7.5.2.5.1 of a temporary employee at any time before his/her confirmation.

7.5.2.5.2 or an employee appointed under a contract or agreement or a contract for a fixed period in accordance with the terms of such contract or agreement.

7.6 PROCEDURE FOR IMPOSITION OF PENALTIES:

7.6.1 No order imposing any penalty shall be made except after an enquiry held in accordance with these Rules.

7.6.2 Where it is proposed to hold an inquiry against an employee, the disciplinary authority shall frame charges against such employee and communicate them to him/her together with other material as may be necessary or relevant for the purpose of the enquiry and also inform him/her of the appointment of an inquiring authority for conducting the enquiry.

7.6.3 At the enquiry, the employee shall have the right to appear in person before the Enquiry Officer or to be represented by another co-employee.

7.6.4 The proceedings of the enquiry may be recorded either in English, or in any other language as may be convenient to the Enquiry Officer.

7.6.5 On the conclusion of the inquiry, the employee shall be made available copy of the Report & Findings of the Enquiry Officer and the employee shall be provided an opportunity to submit his/her say on the findings of the Enquiry Officer and show cause as to why the proposed punishment should not be imposed on the employee in respect of the misconduct proved against him/her. If the disciplinary





authority is satisfied after considering the report of the Inquiring Officer and the records of the proceedings and submission of the employee on the findings of the Enquiry Officer that all or any of the charges against the employee have been proved, will award the appropriate punishment.

7.6.6 In awarding any penalty to an employee under this rule, the authority imposing the penalty shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other extenuating or aggravating circumstances that may exist.

7.6.7 The order imposing penalty shall be communicated to the employee.

7.6.8 An employee who is dismissed or removed from service in accordance with these Rules shall not be entitled to any notice or pay in lieu of such notice.

7.6.9 Any recommendations by Govt. / MCI / AICTE / UGC / Universities and any other Governing Bodies may be accepted and implemented by the Management without further enquiries.

7.7 NO WORK NO PAY

In all cases of absence from duty without leave or permission or in all, cases of absence from place of work, the principle of 'no work no pay' shall apply without prejudice to the other provisions of these rules.

7.8 PENALTY FOR ABSENCE WITHOUT LEAVE OR PROPER CAUSE

If employees acting individually or in concert and without reasonable cause absent themselves from work or being present at the work spot refuse to work, each one of them shall be liable to a deduction from his salary an amount equal to his remuneration for eight days for the first time.





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Management at its discretion can terminate the services of an employee for habitual refusal. Any punitive action shall be taken only after proper enquiry and employee will be given adequate chance to present his case before the enquiry committee set by the Management.

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CHAPTER: 8

8. LEAVE RULES

8.1 INTRODUCTION

8.1.1 Leave is a provision that allows employees to be absent from work for legitimate reasons with the consent of management. It may be allowed for a one-time or ongoing purpose, on medical grounds, or in exceptional circumstances.

8.1.2 Leave cannot be taken as a matter of right. As a result, leave regulations and standards have been classified under numerous headings. Vacation and leave are controlled by a set of regulations and guidelines established by the Government of India. The leave laws and norms outlined here provide information on the various sorts of leave and how to apply for them. Certain restrictions apply to both Teaching and Non-Teaching staff at the Institute. Certain standards and conventions have been established expressly for the faculty of the Institute. These guidelines are solely intended to supplement and explain the leave rules and standards and are not intended to supersede the leave laws of the Government of India.

8.2 GENERAL PRINCIPLES REGARDING GRANT OF LEAVES

8.2.1 Applicability

The provisions contained in these rules shall apply to all employees of the Anjuman-I-Islam's Kalsekar Technical Campus, New Panvel and A. R. Kalsekar Polytechnic, Panvel.





8.2.2 Right to leave

- 8.2.2.1 Leave cannot be claimed as a matter of right and the leave sanctioning authority may refuse, or revoke leave of any kind.
- 8.2.2.2 Leave sanctioning authority cannot alter the kind of leave due and applied for.
- 8.2.2.3 Leave will not be granted to staff under suspension.

8.2.3 Authority empowered to sanction leave

- 8.2.3.1 Applications for leave shall be addressed to the College Development Committee (CDC) by the Director/Principal and to the Director/Principal by all other members of faculty and staff.
- 8.2.3.2 Leave may be sanctioned by the Director or by a Dean/Head/FE Controller/Section Head to whom the power has been delegated by the Director/Principal. Normally, the Registrar/OS will regulate the leave accounts of the staff members (Teaching and Non-Teaching Staff).
- 8.2.3.3 Leave application of the respective Teaching and Non-Teaching staff will be sanctioned through a two-level approval system, first by their respective Deans/HODs/Section Heads and then by the Director/Principal of the campus.
- 8.2.3.4 The President or his nominee of Anjuman-I-Islam may sanction leave other than Casual Leave to the Director/Principal. The Director/Principal can avail himself of Casual Leave on his own authority under the intimation to Hon. Exe. Chairman of the Board.

8.2.4 Commencement, Combination and termination of leave

- 8.2.4.1 Leave usually begins on the day when leave is actually taken and concludes on the day before duty is resumed.





8.2.4.2 Saturdays, Sundays and other Holidays, as well as the Vacation may be prefixed or suffixed to any leave, subject to any restrictions. Absence limits on leave are specified for each type of leave.

8.2.4.3 Any type of leave which comes as a suffix and prefix to any Saturdays, Sundays and other Holidays will be permitted once in a year.

8.2.4.4 Unless otherwise specified, any kind of leave granted under these rules may be combined with or continued in conjunction with any other type of leave, subject to any restrictions established in such situations.

8.2.5 Grant of leave beyond the date of retirement and in the case of resignation

8.2.5.1 Any type of leave will not be granted beyond the date on which a Teaching/Non-Teaching staff member is compulsorily retiring.

8.2.5.2 If any Teaching/Non-Teaching staff of the Institute resigns, he/she shall not be granted any leave due to his/her credit except casual leave, during notice period of resignation. Provided that the Director/Principal may, in any case, grant leave to an employee during notice period due to resignation if, in the opinion of the Director/Principal, the circumstances of the case justify such grant of leave.

8.2.6 Conversion of any kind of leave into another kind

8.2.6.1 Leave of any kind sanctioned earlier to the employee can be converted into leave of any other kind at a later date on an application within 30 days of joining duty after leave by the employee, and at the discretion of the sanctioning authority subject to adjustment of leave salary.

8.2.7 Re-joining duty on return from Leave on medical grounds

8.2.7.1 An employee who has been granted leave on medical reason/s is required to produce a medical certificate of fitness issued by a registered medical practitioner before resuming duty.





8.2.7.2 Leave sanctioning authority may secure a second medical opinion on the medical certificate produced by the employee, if considered necessary.

8.2.8 Re-joining duty before the expiry of leave

8.2.8.1 Except with the permission of the competent authority, who granted leave, no member of the staff on leave may return to duty before the expiry of the period of leave granted to him.

8.2.9 Maximum period of leave from duty can be granted

8.2.9.1 Any member of regular service shall not be entitled for any kind of leave for a continuous period of more than Five years.

8.2.9.2 Any staff of regular service remains absent from duty for a continuous period exceeding Five years, whether with or without leave, shall be deemed to have resigned from the service.

8.2.10 General Rules for taking leave

8.2.10.1 Leave should always be applied for and sanctioned before it is taken, except in cases of emergency and for satisfactory reasons.

8.2.10.2 Absence from duty after expiry of leave entails disciplinary action.

8.2.10.3 Absence without leave will constitute an interruption in service.

8.2.10.4 A staff on leave should not take up any service or employment elsewhere without obtaining prior permission from the competent authority.

8.3 TYPES OF LEAVE

The following types of leave shall be permissible to the employee of this Institute:

Sr. No.	Leave Type	Number of Days per Year	Whom Applicable
1.	Casual Leave (CL)	8	All Staff of the campus





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Sr. No.	Leave Type	Number of Days per Year	Whom Applicable
2.	Special Leave (SL)	14	Adhoc Teaching Staff completed one academic year or two consecutive semesters of service and divided equally in Winter and Summer Vacation.
3.	Vacation (V)	60	Only to Academic Staff (Teaching Staff, Lab Instructor, Lab Assistant and any other vacation eligible staff)
4.	Earned Leave (EL)	30	Only Administrative (Non-Academic Staff such as Director/ Deans/ Principal/ Registrar/ OS/ Clerk/ Lab Attendant/ Peon etc.)
5.	Medical Leave (ML)	10 days	Only to Academic Staff (Teaching Staff, Lab Instructor, Lab Assistant and any other vacation eligible staff)
6.	Half Pay Leave (HPL)	20 days for each completed year of service	Only Administrative (Non-Academic Staff such as Director/ Deans/ Principal/ Registrar/ OS/ Clerk/ Lab Attendant/ Peon)
7.	Maternity Leave (MTL)	90	Permanent regular female staff and only two times of her entire service.
8.	Study Leave	6 Months	Only for PhD pursuing from IITs, NITs and other equivalent premier Universities/ institutions for completion of course work subject to Approval of Management through CDC from time to time and case to case, on paid or partially paid or unpaid basis. (Refer the AIKTC policy for study leave issued from time to time).
9.	Leave Without Pay (LWP)	Maximum of 5 years	Permanent regular staff
10.	On-Duty Leave	30	All Staff as per the nature of external duty assigned under the approval of

Conceived, Compiled & Developed By Dr. Abdul Razak Honnutagi, Director

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Plot 2 & 3, Sector - 16, Khandagaon, Near Thana Naka, New Panvel - 410206. Tel. : +91 22-27481247 / 48.
Fax+91 22 - 27481249. Email Id : aiktc.newpanvel@gmail.com URL. www.aiktc.org



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Sr. No.	Leave Type	Number of Days per Year	Whom Applicable
			Director/ Deans/ Principal/ HoDs/ FE Controller/ Section Heads.





8.3.1 Casual Leave (CL)

8.3.1.1 Casual Leave is not earned by duty. A staff member on CL is not treated as absent from duty. CL cannot be claimed as a matter of right and is subject to a maximum of 8 days in a calendar year (4 days in the duration of 1st January to 30th June and 4 days in the duration of 1st July to 31st December).

8.3.1.2 Not more than 4 CLs can be availed in continuation except under special circumstances with due permission from the Director/Principal.

8.3.1.3 CL cannot be prefixed or suffixed with any other kind of leave or vacation except OD.

8.3.1.4 Saturdays, Sundays and other holidays, whether intervening, prefixed or suffixed, shall not be counted as Casual Leave.

8.3.1.5 CL can be taken as Half Day Leave.

8.3.1.6 CL cannot be combined with joining time.

8.3.1.7 Official joining during the middle of a year may avail CL proportionately or to the full extent at the discretion of the competent authority.

8.3.1.8 Employees who have got only half days leave at credit when applying for half-day CL for the afternoon of a day should ensure that they attend office the next day since CL cannot be combined with EL. However, if due to sickness or other compelling grounds he/she is not able to attend the next day, combining with EL can be permitted as an exception with the permission from the Director/Principal.

8.3.1.9 In case of emergency, telephonic intimation is acceptable to the immediate superior and not through the subordinate. All CL forms must necessarily be sanctioned by the concerned Dean/Heads of the Department/Section Head (as the case may be) and further submitted to Administration office. CL of Dean/Head of the Department/Section Head is sanctioned by the Director/Principal. The application of CL if not





submitted before, it is to be submitted within four days from the date of availing the CL.

8.3.2 Earned Leave (EL)

8.3.2.1 The EL admissible to a member of the staff shall be 30 days in a calendar year. 15 days of EL are credited in advance on the first January and first July every year.

8.3.2.2 Non-Vacation Staff: 30 days per year (15 days for every six months) and Vacation staff: No of days on duty during vacation period/2.

8.3.2.3 The advance credit for the half-year in which a staff member is appointed will be at the rate of 2½ days for each completed calendar month of service.

8.3.2.4 EL credit for the half-year in which the staff retires / resigns / removed / dismissed or dies in service will be afforded at the rate of 2½ days per completed calendar month up to the end of the calendar month preceding the last calendar month of service. While affording credit, a fraction shall be rounded off to the nearest day.

8.3.2.5 EL can accumulate up to 300 days.

8.3.2.6 When the credit of EL at the start of any half year, results in the total accumulation of EL being more than 300 days, the 15 days EL for that half year shall be kept separately and set off against the leave availed during that half year. Any portion of this separately credited leave not availed within the half year, shall be accumulated with the previous EL to the credit of EL account, provided the total accumulated EL does not exceed 300 days. Such procedure may be restored to in cases where the earned leave at the credit of the Institute employee on the last day of December or June is 300 days or less but more than 285 days.

8.3.2.7 The maximum amount of Earned Leave that can be granted to a member of the staff at a time shall be 180 days.





8.3.2.8 EL may be taken at a time up to 300 days as leave preparatory to retirement.

8.3.2.9 EL up to 300 days at a time may be granted to staff, if at least the quantum of leave in excess of 180 days is spent outside India.

8.3.2.10 Encashment of EL, a maximum of 60 days in the entire service are permissible. At least equal number of days of EL should be availed of along with encashment. The encashment so availed will be taken into account while computing the maximum admissible for encashment at the time of quitting service.

8.3.2.11 For leave encashment HRA, CCA and special increment for small family norms are not taken into account.

8.3.3 Vacation

8.3.3.1 Teachers including Librarians, Lab Instructor and Lab Assistant can avail 60 days' vacation in an academic year partly in winter and partly in summer period or entire 60 days in summer period with the permission from Director/Principal. Other employees are not eligible for vacation.

8.3.3.2 A new regular faculty joining in the summer vacation period is not eligible for vacation during that summer.

8.3.3.3 A Regular faculty joining in the middle of the academic year is eligible for a proportionate vacation for that academic year.

8.3.3.4 The duration of winter vacation period and summer vacation period will be notified by the Director/Principal/Registrar.

8.3.3.5 Vacation can be suffixed or prefixed with any leave but the duration of vacation and other leave combined should not exceed 180 days at a time.

8.3.3.6 If a staff member is retained from vacation, half of that vacation period will be credited to his/her EL account.





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For example, if a staff member avails 40 days' vacation in an academic year, 20 days will be deducted totally from his/her EL account in the respective half year EL account. It is equivalent to say that if a staff member avails of 40 days' vacation in a year, only $[30 - (40/2)] = 10$ days EL benefit will accrue for that year in his/her account, instead of 30 days.





8.3.4 Half Pay Leave (HPL) or Medical Leave

- 8.3.4.1** The Half Pay Leave admissible to a member of the staff in respect of each completed year of service shall be 20 days. Service includes periods of duty and leave including extraordinary leave with or without medical certificate, but does not include periods of suspension treated as dies non, overstayed of leave/joining time unless otherwise regularized.
- 8.3.4.2** HPL is applicable to non-vacation staff and Medical is applicable to eligible Vacation staff.
- 8.3.4.3** HPL is credited in advance at the rate of 10 days on the 1st January and 1st July every year.
- 8.3.4.4** The advance credit for the half-year in which a staff member is appointed will be at the rate of 5/3 days for each completed calendar month of service.
- 8.3.4.5** The advance credit will be reduced by 1/18th of the period of dies-non / suspension treated as 'dies-non' during the preceding half-year, subject to a maximum of 10 days.
- 8.3.4.6** HPL credit for the half-year in which the staff retires / resigns / removed / dismissed or dies in service will be afforded at the rate of 5/3 days per completed calendar month up to the end of the calendar month preceding the last calendar month of service. While affording credit, a fraction shall be rounded off to the nearest day.
- 8.3.4.7** HPL may be availed of either on medical certificate or on private affairs.
- 8.3.4.8** HPL can be converted into full pay leave as 'Commuted Leave' if leave applied for medical ground. (2 HPL convert to 1 full pay 'Commuted Leave').

8.3.5 Commuted Leave





8.3.5.1 Commuted Leave not exceeding half the amount of half pay leave due can be taken on medical certificate.

8.3.5.2 Commute Leave can be taken without medical certificate:

8.3.5.2.1 Up to a maximum of 180 days of HPL (90 days of full pay leave) in the entire service if utilized for an approved course of study certified to be in public interest by the Director/Principal.

8.3.5.2.2 Up to a maximum of 60 days by a female staff if it is in continuation of maternity leave.

8.3.5.3 Commuted Leave can be granted only when the leave sanctioning authority is satisfied that there is a reasonable prospect of staff returning to duty on its expiry. So, it cannot be granted as leave preparatory to retirement.

8.3.5.4 If commuted leave is taken, twice the number of days availed should be debited in the HPL account.

8.3.5.5 Where the staff granted commuted leave quits service voluntarily without returning to duty, the commuted leave shall be treated as HPL and excess salary shall be recovered. If the retirement is by reason of ill-health incapacitating him for further service or in the event of death, no such recovery should be made.





8.3.6 Maternity Leave

8.3.6.1 Maternity Leave may be granted to a permanent regular female staff with less than two surviving children, for a period of up to 90 days from the date of its commencement.

8.3.6.2 Maternity Leave may also be granted on full pay in cases of miscarriage including abortion, subject to the condition that the leave applied for does not exceed 45 days in entire service and the application for leave is supported by a medical certificate.

8.3.6.3 Maternity Leave shall not be debited to the leave account.

8.3.6.4 Maternity Leave may be combined with leave of any other kind except Casual Leave.

8.3.6.5 Any leave may be taken without a medical certificate up to one year in continuation of Maternity leave.

8.3.6.6 During maternity leave, leave salary equal to last pay drawn is admissible.

8.3.6.7 Maternity will be granted only two times in the entire service for any female staff.

8.3.7 On Duty Leave (OD)

Duty leaves up to 30 days in an academic year may be granted for the following purposes:

8.3.7.1 Attending Orientation Programme, Refresher Course, Research Methodology Workshop, Faculty Induction Programme, Conference, Congresses, Symposia and Seminar, as a delegate nominated by the university or with the permission of the Director/Principal.

8.3.7.2 Delivering lectures in institutions and universities at the invitation of such institutions or universities received by the university, and accepted by the Vice- Chancellor/Principal of the College;





8.3.7.3 Working in another Indian or foreign university, any other agency, institution or organisation, when so deputed by the College.

8.3.7.4 Participating in a delegation or working on a committee appointed by the Central Government, State Government, the UGC, a sister university or any other similar academic body; and

8.3.7.5 For performing any other duty assigned to him/her by the University/College.

8.3.7.6 The duration of leave should be such as may be considered necessary by the sanctioning authority on each occasion.

8.3.7.7 The leave may be granted on full pay, provided that if the teacher receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he/she may be sanctioned duty leave on reduced pay and allowances.

8.3.7.8 Duty leave may be combined with earned leave, half pay leave, or Casual leave.

8.3.7.9 Duty leave should be given also for attending meetings in the UGC, DST, etc. where a teacher is invited to share his/her expertise with an academic body, government agency or NGO.

8.3.8 Leave Without Pay (LWP)

8.3.8.1 Leave without pay shall always be without pay and may be granted when no other kind of leave is admissible.

8.3.8.2 Leave without pay does not count for increment, unless otherwise specified.

8.3.9 Unapproved Leave Without Pay (ULWP)

8.3.9.1 Employees who absent themselves from the work place without prior approval will be considered to be on Unauthorized leave without pay.





Disciplinary action may be imposed against an employee for an unapproved absence and/or for unauthorized leave without pay.

8.3.10 Study Leave

8.3.10.1 The Board of Governors or the School Committee or Pharmacy Council of India or Council of Architecture or the Directorate of Technical Education (DTE), as applicable, on the following terms and conditions, grant study leave to a permanent teaching staff of the Institution, who has put in not less than five years continuous service at the Institution and who desires to go abroad or to some place of training within the country to improve his/her qualifications or to carry out research work.

8.3.10.2 The duration of the study leave shall not ordinarily exceed two years but the competent authority may, in exceptional cases, grant further extension upto one year.

8.3.10.3 The nature of leave (full pay, Half pay or without pay) will be determined by the competent authority.

8.3.11 Compensatory off leave (CO)

In the present era, institutions are facing the problems of meeting deadlines related to institutional development activities such as Admissions/ Examinations /Assessment /Student related activities /Staff development activities /Short term Training programmes (STTP) /Arranging for Seminars, Conferences and any other activities conducted under the auspices of the Management. Such activities are assigned by the Deans/ HoDs/ Section Heads to faculty /staff members capable of successfully completing the tasks. These members of the staff take up work related to such activities, apart from their routine academic related assignments.

8.3.11.1 It is also understandable and practical that in order to do justice to additional work, they may be required to work on Saturdays /Sundays /any other institutional or public holidays. As a motivating factor, it is





proposed to provide such staff with equivalent **"Compensatory Off (CO)"** subject to the terms and conditions laid down as under.

8.3.12 Terms and Conditions for the Sanction and Availing of CO

8.3.12.1 A member of the staff is entitled for "Compensatory Off", if he/she is instructed by the principal in writing (through an office order) to attend to a particular time bound – specified assignments / task on a Saturday / Sunday / any other institutional or public holiday. Employees required to clear their own arrears of work, however, shall not be entitled to a Compensatory Off.

8.3.12.2 In case of teaching staff, Compensatory Off can be carried over beyond the period of instructions but not beyond the academic term.

8.3.12.3 No member of the staff is entitled for "Compensatory Off", if he/she, for reasons of holidays / absence / leave etc. has engaged extra lectures / practical.

8.3.12.4 If the staff conducts lectures with the intension of improvement in result/additional coaching to students he will be entitled for CO subject to justification by the staff and approval by the supervisor of such staff.

8.3.12.5 The "Compensatory Off" may be claimed, with prior permission and sanction of the Dean/Director/Principal in writing, and in advance. No claim for "Compensatory Off" will be entertained or sanctioned when submitted after availing of leave.

8.3.12.6 A "Compensatory Off" should be utilized within three months only. However, it is the discretion of the Dean/Director/Principal to consider or refuse, if any employee request citing genuine reasons for claiming the Compensatory Off beyond three months period.

8.3.12.7 More than three "Compensatory Off" will not be sanctioned at one time.





8.3.12.8 "Compensatory Off" should not be assumed to be similar to Casual Leave sanction and prior approval for a Compensatory Off is mandatory.

8.4 LEAVE ENCASHMENT

8.4.1 Leave encashment will be done on 'Superannuation', Voluntary/Premature retirement, permanently incapacitated/invalid for service, termination of service by notice.

8.4.2 The encashment of leave shall be made at the rate of salary paid as on date of superannuation, voluntary/premature retirement, resignation and death of the employee while in service.

8.4.3 For the purpose of encashment, the 'Salary' is defined as – Basic pay & includes Dearness allowance. No other payment/allowances applicable to employees shall be considered as part of 'Salary' for determining the amount of leave encashment.

8.4.4 No encashment of leave and/or leave preparatory to retirement shall be permissible in case of termination leading to dismissal.

8.4.5 For cases where employee is re-engaged or their term is extended after superannuation, the leave earned during such period shall not be encashable

8.4.6 Leave encashment for EL and HPL to a maximum of 300 days in combination available with employee.

8.4.7 First encashment is allowed for 'EL', then shortfall if any from 300 days is allowed from 'HPL'.

8.4.8 If there is 'EL' of 300 days or more, then HPL encashment is not admissible.

8.4.9 On expiry of extension of services in public interest, beyond the date of superannuation: Leave encashment allowed for EL and HPL at his credit on the date of retirement plus EL and HPL earned during the period of extension minus EL and HPL availed during such period, subject to a maximum of 300 days.





8.4.10 On resignation or quitting service: Leave encashment of EL subject to a maximum of 150 days but encashment of HPL is not admissible to such employees.

8.4.11 During the continuity of service of existing employee, if any of the employee is engaged in alternative category i.e. from vacation staff to non-vacation staff or vice versa, the rules applicable to revised category shall be applicable from the date of such change & all previous credits of EL shall be carried forward within & up to the limits prescribed above.

8.5 EXAMPLE OF LEAVE ENCASHMENT CALCULATION

Balance Earned Leaves (EL)	: 250
Balance Half Pay Leaves (HPL)	: 150
Maximum Leaves allowed for encashment	: 300
EL authorized for encashment	: 250
HPL authorized for encashment	: 50
Total Leaves authorized for encashment	: 300

Last salary Details:

Last Basic Pay (BP)	: 70,000 Rs.
DA @17%	: 11,900 Rs.
Total Emoluments (BP+DA)	: 81,900 Rs.
Half of Emoluments	: 40,950 Rs.

Calculation of Earned Leaves (EL) encashment

EL authorized for encashment	: 250
Total Emoluments (BP + DA)	: 81,900 Rs.
EL Encashment	= (Total Emoluments / 30) x No. of EL
	= (81,900 / 30) x 250 = 6,82,500 Rs.

Calculation of Half Pay Leaves (HPL) encashment:

HPL authorized for encashment	: 50
Half of Emoluments	: 40,950 Rs.
HPL Encashment	= (Half Emoluments / 30) x No. of HPL
	= (40950 / 30) x 50 = 68,250 Rs.





ANJUMAN-I-ISLAM'S

KALSEKAR TECHNICAL CAMPUS, NEW PANVEL

Approved by : All India Council for Technical Education, Council of Architecture, Pharmacy Council of India New Delhi,
Recognised by : Directorate of Technical Education, Govt. of Maharashtra, Affiliated to : University of Mumbai.

- SCHOOL OF ENGINEERING & TECHNOLOGY
- SCHOOL OF PHARMACY
- SCHOOL OF ARCHITECTURE

$$\begin{aligned}\text{Total Encashment} &= \text{EL encashment} + \text{HPL encashment} \\ &= 6,82,500 + 68,250 = 7,50,750 \text{ Rs.}\end{aligned}$$

8.6 INTERPRETATION OF RULES

Any doubt or dispute arising about the interpretation of these rules shall be referred to the CDC, whose decision shall be final and binding on all.

8.7 PROCEDURE FOR PROCESSING APPLICATIONS FOR VARIOUS TYPES OF LEAVE

Sr. No.	Type of Leave	Sanctioning Authority	Through	Request for leave must be received at least
1.	Casual Leave (CL)	Director/Principal / Deans/ HODs/ Section Heads		
2.	EL/ HPL/ Maternity Leave	Director/Principal	Deans/ HODs/ Section Heads	5 days in advance (except on Medical Grounds)
3.	Vacation	Director/Principal	Deans/ HODs/ Section Heads	Before going on Vacation
4.	Special Leave	Director/Principal	Deans/ HODs/ Section Heads	Before going on Special Leave
5.	On-Duty Leave	Director/Principal / Authority nominated by Director/Principal	Deans/ HODs/ Section Heads	5 days in advance
6.	For any type of leave for going abroad/ for attending Conference/ Seminar/ Workshop/ Symposium	CDC/Director/Principal / IQAC	Deans/ HODs/ Section Heads	15 Days in advance
7.	Compensatory	Director/Principal	Deans/ HODs/	

Conceived, Compiled & Developed By Dr. Abdul Razak Honnutagi, Director

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Innovative Teaching - Exuberant Learning

Plot 2 & 3, Sector - 16, Khandagaon, Near Thana Naka, New Panvel - 410206. Tel. : +91 22-27481247 / 48.
Fax+91 22 - 27481249. Email Id : aiktc.newpanvel@gmail.com URL. www.aiktc.org



Sr. No.	Type of Leave	Sanctioning Authority	Through	Request for leave must be received at least
	Off Leave (CO)		Section Heads	
8.	Sabbatical Leave / Study leave/ EOL (Long Leave)	CDC	Deans/ HODs/ Section Heads	1 months in advance

8.8 PROCEDURE FOR AVAILING LEAVE

8.8.1 An employee availing himself / herself of Casual Leave (CL) is expected to inform as far as possible beforehand, the competent authority, but in case he/she is unable to inform, he/she shall give written intimation to the competent authority as early as possible, and in any case at the time of reporting for duty after such casual leave.

8.8.2 An employee applying for leave other than Casual leave, or leave on account of sudden and unexpected illness, shall submit an application for leave in the prescribed form well in advance i.e. at least one week before the date on which he/she desires to proceed on leave. However, the competent authority may entertain an application submitted late in either case provided that there are good and sufficient reasons for condoning the delay and the employee should meet the competent authority to convince the reasons for such delay before submitting such application in the office.

8.8.3 The application on the grounds of illness should be submitted along with Medical certificate issued by a competent medical practitioner within seven days from the date of absence or immediately on reporting to duty whichever is earlier.

8.8.4 An employee who proposes to proceed on leave or who has already proceeded on leave may be allowed by the competent authority to cancel the whole or a part of the leave sanctioned and re-join duty provided that the application for





such cancellation is submitted well in advance of the date on which employee proposes to join for duty.

8.8.5 Under exceptional circumstances of administrative necessity, the authority competent to sanction leave may call back to duty an employee who is on leave, stating the nature of the emergency, and it shall be incumbent on the employee to return to duty. If, however, the employee is unable to return to duty as directed, he/she shall satisfy the said authority of the reasons for his/her inability to resume duty, permission to continue to be on leave being solely at the discretion of the said authority.

8.8.6 A member of the teaching staff proceeding on leave for more than a week shall report along with his/her HOD, to the Dean at least two days before proceeding on leave to enable the Dean/HOD to make necessary alternative arrangements for the period of leave, unless such alternative arrangement is already made by him/her and mentioned in the leave application.

8.8.7 A member of non-teaching staff proceeding on leave for more than a week shall report along with his/her immediate superior, to the Dean/Registrar to enable him/her to make necessary alternative arrangements for the period of leave, unless such alternative arrangement is already made by him/her and mentioned in the leave application.

Important Note

An employee submitting an application for leave without following the procedure stated above, will be treated as unapproved (unauthorized) leave without pay (ULWP) or leave without pay (LWP) and such matters shall be referred to the Board of Governors or School Committee (CDC) or the Management, as the case may be for appropriate disciplinary action.





CHAPTER: 9

9. VACATIONS & PAYMENT OF SALARY DURING VACATION

- 9.1** The Educational Institution shall remain closed for the mid-term (winter) and summer vacation for the period prescribed by the competent authority.
- 9.2** Faculty and staff on probation are not eligible for the entire vacation period. The Director/Principal in concurrence with the Deans and Heads of department may determine how many vacation days such faculty and staff can avail.
- 9.3** The payment of salary for the vacation period is subject to the following conditions:
- 9.3.1** Such faculty and staff members shall be present on duty either on the last working day of commencement of vacation or the first working day on re-opening after vacation.
- 9.3.2** They shall refund the vacation salary drawn for the first year in case, they resign from service before completion of the second academic year. Similarly, they shall refund the vacation salary drawn for the second year, in case they resign before completion of the third academic year. Thus, they shall continue in service for three years in order to avail the full benefit of the vacation salary.





10 CHAPTER: 10

10. OBLIGATIONS OF THE EMPLOYEE

- 10.1** Every employee shall observe courtesy and politeness.
- 10.2** No employee shall enter into monetary dealing with his/her colleagues, subordinates, students, clients or customers nor shall he accept any present (gift) from them.
- 10.3** No employee shall use the Institutions name or properties for his/her own purpose and benefits, except when permitted to do so by the Management in writing.
- 10.4** Every employee shall present himself/herself in his/her seat/duty place at the prescribed time.

11





CHAPTER: 11

11. EVALUATION OF EFFICIENCY

11.1 The institute has introduced Performance Based Appraisal System (PBAS) based on an objective Audit system and respective superiors will submit the PBAS complete in all respect to the Head of the institution for his/her review. Further all other performance-based parameters including confidential parameters are aggregated with PBAS so as to arrive at a Mean score of each and every employee that signals unbiased objective appraisal before granting annual increments and other allowances.

11.2 The management can conduct compulsory examinations / Tests, Training and Orientation programmes etc. for updating knowledge, skill and Attitude to enhance the efficiency and performance of the employees of the institution from time to time. Employees who fail to meet the required standard may be subjected to demotion, dis-increment, withholding promotions and increments. The employee may be subjected to any or multiple of the above said actions.

12





CHAPTER: 12

12. SUPERANNUATION

12.1 All employees shall retire on attaining the age of 58 years and 62 years in case of Director/Principal/Dean. The Management may at its discretion grant extension of service of one year or more at a time beyond the superannuation on the merit of each case, subject to the conditions that the extension of service so granted shall not exceed an age of 65 years in case of faculty and staff members and 70 years in case of Director/Principal/Dean.

12.2 The Board of Governors may in special cases, order any employee to retire from service any time after he/ she completes fifteen years of qualifying service in the interest of the Institution/ organization by giving a notice in writing in this behalf of at least three months before the date on which he/she is required to retire from service.





13 CHAPTER: 13

13. VOLUNTARY RETIREMENT SCHEME (VRS) AND COMPULSORY RETIREMENT SCHEME (CRS)

13.1 The management may formulate its own scheme for VRS (Voluntary Retirement Scheme) and CRS (Compulsory Retirement Scheme) from time to time.

13.2 The management reserves the right to enforce VRS / CRS for its employees.

14





CHAPTER: 14

14. EMPLOYEES PROVIDENT FUND AND GRATUITY/PENSION SCHEME

14.1 EMPLOYEES' PROVIDENT FUND

The employees are covered by the Employees Provident Funds and Miscellaneous Provisions Act, 1952. The application of these Rules is mandatory to all employees. According to these Rules, the employee shall contribute towards PF contribution at the rates prescribed in the Rules and matching share of contribution shall be paid by the Management and both shares of PF contributions shall be remitted to the Regional Provident Fund Commissioner, Maharashtra, Mumbai every month towards crediting the amount to PF Account and Pension Fund Account. The payment of contributions shall cease, on the employee quitting from the service either on resignation, dismissal or by retirement. The accumulated PF contributions will be paid to the employees directly by the Regional Provident Fund Commissioner, Maharashtra, Mumbai. For details with regard to PF and Pension benefits, the Employees Provident Fund and Miscellaneous Provisions Act, 1952 be referred.





15 CHAPTER: 15

15. MISCELLANEOUS PROVISIONS

15.1 TRANSFER

Every employee shall be liable to be transferred from one place to another and from one department to another or from one Institution to another sister Institution (Un-aided) whether located in the same place or elsewhere and whether existing or coming into existence provided that such transfer does not entail reduction in total salary and position. The Director/Principal may depute any employee for outstation duty in connection with the work or business of the Institution. In the event of refusal to accept a transfer, the employee shall be considered absent from work without leave or permission for the period of such refusal and shall not be eligible for any salary for that period. Such an employee shall also be liable for disciplinary action.

15.2 JOINING TIME

15.2.1 When an employee is transferred from one Institution to another under the same Management, he/she should join the Institution to which he/she is transferred immediately. If he/she is relieved in the forenoon, he/she must join in the afternoon. Similarly, if he/she is relieved in the afternoon he/she must join in the forenoon of the following immediate working day. In the case of outstation transfer the employee has to report for duty at the place of posting after availing maximum 5 days joining time.

15.2.2 An employee who does not join his/her post within the joining time, is entitled to no salary, after the end of the joining time. Absence from duty after the expiry of joining time will render the employee liable to disciplinary action for misconduct except where the





employee establishes to the satisfaction of the President that he/she was unable to join duty for reasons beyond control.

15.3 DEPUTATION OF EMPLOYEES FOR HIGHER STUDIES

No employee shall have right to claim for deputation for higher studies. However, any employee applies for sponsoring his/her candidature for higher studies, permission at the discretion of the Board of Governors be given for higher studies, subject to the following conditions:

- 15.3.1** The higher studies, shall be voluntary and at his/her own wishes.
- 15.3.2** No leave with salary shall be granted for the period of study.
- 15.3.3** No salary is payable by the Institution for the duration of the study.
- 15.3.4** No guarantee is given for appointment after completion of study.
- 15.3.5** Such an employee could be taken back to duty after successful completion of higher studies, on the terms and conditions which Board of Governors may decide.
- 15.3.6** In exceptional circumstances Board of Governors may depute an employee on specific recommendation of Head of the Institution with full/partial salary. The terms and conditions fixed by Board of Governors for Bond etc. shall be binding on the employee.

15.4 SERVICE CERTIFICATE

Every permanent employee shall be entitled to a Service Certificate at the time of leaving the service of the Institution. Such Certificate shall be valid if it is issued and signed by the Head of the Institution.

15.5 IDENTIFICATION CARD

Every employee will be provided with an identification card and he shall show it on demand to any person authorized by the management for inspection. When an employee ceases to be in the employment of the Institutions/hospital, he shall surrender his identification card to the





management before his accounts are settled. If an employee loses or damages his identification card during his service, he shall pay a fee as prescribed by the management from time to time to meet the cost of replacement.

15.6 ENTRY AND EXIT

No employee shall enter or leave the premises of the Institution or any department except by the gate(s), door(s) provided for the purpose.

15.7 LIABILITY FOR SEARCH

Employees are liable to be searched by any person authorized by the management at any time, and also while entering or leaving the premises of the Institutions provided that the women employees shall be searched only by women. If, acting without malice, any member of the management suspects that any employee is in wrongful possession not belonging to him, he can detain such an employee for search provided that the search shall not be made except in the presence of at least one person where practicable, and that women employee shall not be searched by or in the presence of men except with their consent, Quarters, accommodation and such other facilities provided by the Institutions are also liable to be searched in the presence of the employee concerned. Where the employee is absent or refuses to be present at the search, the search may be made in the presence of two witnesses.

15.8 UNAUTHORISED POSSESSION OF GOODS ETC.

Any employee found in unauthorized possession of any goods, equipment, implants, articles, materials etc., which are in use in the Institutions/hospital or kept in stock in the Institution and are not normally carried on the person will be deemed to have come into possession of such goods etc., by improper means. The management may confiscate such goods etc., and such unauthorized possession may attract disciplinary as well as any other action as deemed fit by the Management.





16 CHAPTER: 16

16. SEXUAL HARASSMENT POLICY

16.1 SCOPE OF THE POLICY

The Policy shall cover complaints by employees against other employee(s) by subordinate against Superior, by a student against the Members of the faculty or non-teaching staff and by a student against the Fellow Student.

16.2 DEFINITION AND AMBIT

'Sexual Harassment', includes any unwelcome sexually determined behaviour, direct or by implication, and includes physical contact and advances, a demand or request for sexual favours, sexually coloured remarks, showing pornography, any other unwelcome physical, verbal or non-verbal conduct of a sexual nature. "Sexual Harassment" shall mean and include, but is not limited to the following:

16.2.1 When submission to unwelcome sexual advances, requests for sexual favours, and verbal or physical conduct of a sexual nature are made, either explicitly or implicitly.

16.2.2 When unwelcome sexual advances and verbal, nonverbal, or physical conduct such as loaded comments, remarks or jokes, letters, phone calls, objectionable SMS or MMS or e-mail, gestures, showing of pornography, lurid stares, physical contact or molestation, stalking, sounds or display of a derogatory nature, have the purpose or effect of interfering with an individual's performance or of creating an intimidating, hostile or offensive Institution environment;

16.2.3 When any form of sexual assault is committed where a person uses, the body or any part of it or any object as an extension of the body in relation to another person without the latter's consent or against that person's will and





16.2.4 When any such conduct as defined above is committed by a third party or outsider in relation to an employee of the Institution, or vice versa on the premises of the Institution.

16.3 CONSTITUTION OF COMMITTEE AND TO PREVENT AND DEAL WITH SEXUAL HARASSMENT

The Institution shall establish a committee to deal with sexual harassment. The committee shall consist of three members. One female member to act as President/Chairman of the committee. The other two members will be one male and another female member.

The term of the office of committee is for a period of two years and after the expiry of the said period the Institution shall reconstitute the committee.

The names of the persons who are on the committee from time to time along with their contact telephone numbers and other details shall be displayed on the notice board of the Institution.

16.4 POWERS AND DUTIES OF THE COMMITTEE

16.4.1 To ensure implementation of this policy.

16.4.2 To ensure and supervise proper constitution and functioning of the committee.

16.4.3 To organize regular workshop and training programmes.

16.4.4 To formulate programmes for the spread of awareness of the policy for all internal stakeholders.

16.4.5 To bring out publication concerning sexual harassment and also concerning implementation of this policy.

16.5 GRIEVANCE PROCEDURE

16.5.1 Any employee will have a right to lodge a complaint concerning sexual harassment against an employee or an outsider to any of the members of the Internal Complaints Committee (ICC).





16.5.2 Such a complaint may be oral or in writing.

16.5.3 If the complaint is oral, the same shall be reduced in writing in detail by the committee member to whom the complaint is made.

16.5.4 The complainant will be afforded full confidentiality at this stage.

16.5.5 Immediately upon receipt of the complaint, and within not more than 2 working days, the Member of the committee to whom the complaint is made shall communicate the same to the chairperson of the committee.

16.5.6 Within a period of 5 working days from the date of such communication, the chairperson shall convene a meeting of the committee.

16.5.7 The committee shall examine the complaint and shall undertake investigation of the complaint after giving opportunities to the complainant to present his/her case and the accused to give his/her version. The committee may examine witness from both the sides and the other side will have opportunity of cross-examine the witness. Documents if any produced by the parties may be taken on record. The committee after completion of investigation may submit its report to Head of the Institution for further necessary action in the matter.

16.6 PROTECTION AGAINST VICTIMISATION

In the event complainant being an employee and the accused being his / her superior, during the pendency of investigation and even after such investigation, if the superior is found to be guilty, the accused shall not act as superior of the complainant.

16.7 CONSEQUENCE OF COMPLAINT BEING PROVED

In the event allegations made in the complaint are proved against the employee, it will be taken as proved misconduct and the competent authority





may impose any or the punishment as envisaged in the policy on disciplinary process. No need to conduct separate enquiry in the matter. Action shall be taken on the basis of the findings of the committee. However, before imposing any punishment, the employee shall be given a copy of the findings of the committee and he shall be called upon to show cause against the proposed punishment.

16.8 OBLIGATIONS OF THE MANAGEMENT

The Management of the Institution shall provide all necessary assistance for the purpose of ensuring full effective and speedy implementation of this policy.

Management shall be bound by the decision of the committee constituted as above and shall implement such decisions in an expeditious manner.

16.9 THIRD PARTY HARASSMENT

In case of third-party Sexual Harassment, the committee will actively assist and provide all its resources to the complainant in pursuing the complaint and ensure his/her safety at least in the Institution's premises.

16.10 SAVINGS

The proceedings under this policy shall not be stalled or postponed merely because the complainant is proceeding against the accused under any other provision of civil or criminal law.

The provisions of this policy shall not restrict the power of Institution or complainant to proceed against the alleged offender for any other misconduct or to pursue the criminal or civil remedies.





17 CHAPTER: 17

17. SERVICE OF NOTICE

17.1 Any matter required to be notified under these rules and any notice by the Management to the employees in the college shall be displayed on the notice board, such matter or notices shall be deemed to have been communicated to all employees.

17.2 Any notice or letter of communication intended for an employee may be delivered to him/her personally in the premises of the college and the employee is bound to receive and acknowledge the same. Refusal on the part of the employee to accept the letter or communication will absolve the management from the obligation to deliver the notice or communication a second time, provided a copy thereof is emailed to the employee or exhibited on the Notice Board. Such refusal will render the employee liable for disciplinary action.

17.3 In the case of an employee who is absent, any notice or letter or communication intended for such an employee sent to him/her by registered post with acknowledgement due to the last known address entered in his/her service register of the employee shall be deemed to have served on him/her. It is mandatory on the part of the employee to update the change in address. Where such a registered communication or letter or notice is returned undelivered for any reason, a copy thereof shall be displayed on the notice board, and such display shall be deemed to be adequate service of communication, letter or notice on the employee.

17.4 Any matter required to be notified under the rules and any notice of communication by the Management to employees will be in English.





18 CHAPTER: 18

18. TRAVEL EXPENSE REIMBURSEMENT & DAILY ALLOWANCE

18.1 Reimbursement of travel expenses including accommodation charges & Daily Allowance is granted in accordance with the rules laid down by the Board of Governors from time to time.

18.2 Subject to limits prescribed in the schedules appended below, reimbursement of travel expenses shall include the following:

18.2.1 Actual cost of ticket or fare paid for the journey within the permitted mode of travel.

18.2.2 Accommodation charges, if any within the prescribed limit.

18.2.3 Daily allowance as applicable.

18.3 An upgrade in the mode / class of travel is permissible only when authorized by the Principal of the Institution or the President of the Board of Governors.

18.4 The Board of Governors reserves the right to arrange or prescribe travel and accommodation of its choice for any class of employees while they are on authorized itinerary. When travel or accommodation is not provided, actual travel expenses / actual room rent within the range prescribed below in the schedule is admissible, subject to production of original bills.

18.5 Travelling on official duty must be undertaken by the cheapest mode of conveyance and by the shortest routes.

18.6 Airfare will be reimbursed only against production of receipts / used passenger coupons / tickets and not against the bills of travel agents.

18.7 When an employee is required to cancel his/her journey, the difference between the fare actually paid by him/her including reservation charges, if





any, and the amount refunded by the transport authority on such cancellation may be reimbursed subject to the following conditions:

18.7.1 The cancellation of the journey is due to exigencies of work and the President / Head of the Institution has authorized such cancellation.

18.7.2 The claim for reimbursement is restricted to the amount admissible had the journey been made by the shortest route.

18.7.3 The claim for reimbursement shall be in respect of the amount actually paid by the employee for the travel ticket inclusive of reservation and charges, if any proof of payment and refund shall be enclosed to the claim.

18.7.4 The cancellation has been made by the employee without any loss of time and the advantage of lower rates of cancellation has been availed of.

18.8 Once an approval has been obtained by an employee from the President/Board of Governors or the head of the Institution for a specific travel, the cancellation of the same will not entitle him/her to adjust the same approval towards any other travel, separate approval has to be obtained from the President / Head of the Institution for each travel (Authority / condition of granting approval are provided in the schedule given below).

18.9 Travelling advances may be paid to employees at their request in writing and the advance shall not be more than the approximate expenses likely to be incurred on performing the journey, if claimed. If the advance taken exceeds the claim amount when the bill is submitted, the balance shall be credited to the President / Board of Governors, forthwith.

18.10 Daily allowance is admissible from the time of commencement of the journey till the time of return to the usual place of work.





18.11 Daily allowance is granted while on travel to defray the cost of meals, refreshments, local conveyance, room rents, laundry charges and other incidental expenses. Therefore, these expenses are not separately reimbursed. However, in certain cases if any abnormal expenditure is incurred due to official exigencies under any of the heads, such expenditure can be reimbursed provided that such expenditure is claimed separately and is approved by the President / Board of Governors.

18.12 When cost of meals and refreshments are included in the room rent of the hotel or included in the package (such as registration fee for a conference) or otherwise borne by the Institution, the entitlement to daily allowance will be restricted to 50%.

18.13 No daily allowance is admissible during the period when an employee goes on leave while on official itinerary.

18.14 A claim is settled on the basis of the information available the dates of admitting claim for reimbursement. Revision of a claim for daily allowance once admitted is not permissible. Accordingly, no arrears of daily allowance is payable where an employee is promoted or reverted or is otherwise granted an increase in the basic pay or a change in the scale is made with retrospective effect.

18.15 All T.A/D.A. bills of staff members shall be approved by the head of the Board of Governors / Institution. However, if any claim is not within the permitted guidelines, then such claims shall be forwarded to the office of the Institution for approval by the President / Board of Governors.

18.16 Following claims for T.A/ D.A. shall be approved by the President / Board of Governors only:

18.16.1 All Head of the Institutions.

18.16.2 Foreign travel of any staff.





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- ☐ SCHOOL OF ARCHITECTURE

18.16.3 Participation in International/ National Conferences, Seminars, Workshops, etc.

18.17 If the staff gets reimbursement of the expenditure by any other agencies for the journey undertaken by them, partly or fully, the claim amount shall be reduced by the amount reimbursed by other agencies.

18.18 Travel on academic work such as examination/ valuation or any other work of the University or Statutory Bodies where travelling expenses are reimbursed by such bodies, shall not entail the staff to claim reimbursement of expenditure.

18.19 Each travel bill shall contain a brief tour report explaining the purpose for which the tour is undertaken.

18.20 All T.A. / D.A. claims shall be made in writing in the prescribed format within a maximum period of 7 days from the date of return from the journey.

18.21 SCHEDULE for Travel Allowance & Daily Allowance: The schedule for TA and DA will be intimated to Heads of the Institutions from time to time by the Management.





19 CHAPTER: 19

19. DISPLAY OF RULES

19.1 These Rules may be displayed on the Notice Board, Website or such other places as specified by the Head of the Institution within the premises of the Institute in English. In case of any discrepancy in English version of these Rules, the concerned superiors or administrative department will provide clarifications.

19.2 The concerned Deans, Heads, Controllers, Section Heads, Librarian will guide those non-teaching staff who are unable to understand these Rules.





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More detailed references shall be acknowledged in its final version subsequently.

(DR. ABDUL RAZAK HONNUTAGI)

Director, Anjuman-I-Islam's Kalsekar Technical Campus, New Panvel

