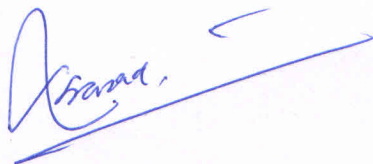


# **RKGIT (PHARMACY) SERVICE RULES**

(Effective from 01/07/2016)

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## RKGIT (PHARMACY) SERVICE RULES

### 1. GENERAL:

1.1 The Governing Council of Raj Kumar Goel Institute of Technology (Pharmacy), Ghaziabad (RKGIT, Pharmacy), herein after referred to as the "Management Board", has framed these rules and regulations to define and regulate the service conditions of the employees of RKGIT, Pharmacy.

1.2. Service rules shall come into force with effect from the date of their publication/issue.

1.3. Service rules shall apply to all the employees who are either already in service of the Institute on the date these rules come into force and or have joined after the date of issue of these orders.

1.4. Except where it is otherwise expressed or implied, these Service Rules with such amendments and or additions and or alterations as may be effected by the Management Board from time to time, shall be applied to all the employees recruited by the Management Board for service. These rules shall not, however, apply to persons employed on part-time or honorary or ex-officio or casual workers on temporary basis.

1.5. The Management Board may delegate any of its powers under these Service Rules to the Chairman, Vice-Chairman or any other nominee to be the Competent Authority. No persons, other than those delegated with such powers, are the Competent Authority as prescribed under these rules to exercise such powers.

1.6. The Management Board shall have the right from time to time, to amend or to alter classification of the various cadres of non-teaching staff, their scales of pay, their academic qualifications, their age limit, their experience, mode of recruitment or any other matter governing their recruitment, promotion etc. If any question arising as to the interpretation of the service rules, the decision of the Management Board shall be final and binding on all such employees.



1.7. The cadres of teachers along with number in each cadre, their scales of pay, their academic qualifications, their age limit, their experience, mode of recruitment or any other matter governing their recruitment ,promotion etc shall be as per regulations laid down by All India Council For Technical Education (A.I.C.T.E.), New Delhi from time to time.

1.8. Notwithstanding anything contained in these Service Rules, the Management Board may relax these Service Rules, either generally for any cadre of employee, or at any specific instance without violating regulations of A.I.C.T.E.

1.9 . The following general conditions shall apply to all appointments for service in the Institute.

1.9.1. No person shall be eligible for initial appointment unless he/she has completed the age of 18 years.

1.9.2. An employee shall not, except for reasons approved by the Management Board, be permitted to alter the date of birth as declared at the time of employee's appointment at the Institute.

1.9.3. No person shall be initially appointed unless his character and antecedents are such as to qualify him for such appointment.

1.9.4. No person shall be eligible for appointment who has previously been dismissed, removed or compulsorily retired from the Service of the Institute.

## **2. DEFINITIONS:**

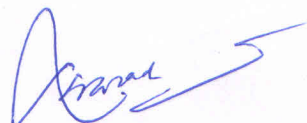
2.1. In these rules, unless the context otherwise requires,

“**INSTITUTE**” means “Raj Kumar Goel Institute of Technology (Pharmacy), Ghaziabad” affiliated to the University

“**UNIVERSITY**” means Dr. A.P.J. Abdul Kalam Technical University, Lucknow.

“**STATE GOVERNMENT**” means the State Government of U.P.

“**MANAGEMENT BOARD**” means Governing Council of the Institute.



“**CHAIRMAN/VICE-CHAIRMAN**” means Chairman/ Vice-Chairman of the Management Board.

“**PRINCIPAL**” means the Principal of the Institute.

“**HEAD OF DEPARTMENT**” means Head of Academic Department of the Institute

“**SECTION IN-CHARGE**” means an Officer In-charge of the section duly nominated by the Chairman/ Director.

“**EMPLOYEE**” means a person serving in the Institute whether regular or temporary and drawing salary in a month.

“**FACULTY MEMBER TEACHER**” means an employee who is appointed for teaching students of the Institute

“**TEACHING SUPPORTING STAFF**” an employee serving in a laboratory and assists faculty members for functioning of laboratory

### **3. CADRES**

Principal/Director

#### **Teaching Cadre:**

Professor

Associate Professor

Assistant Professor

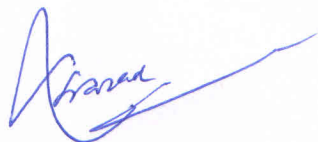
#### **Other Cadres:**

**Library:** Librarian, Deputy Librarian, Assistant Librarian, Cataloguer, Library Assistant (Grade-1, Grade-2) Library Attendant

**Administration:** Registrar, Deputy Registrar, Assistant Registrar, Personal Assistant, Office Assistant (Grade-1, Grade-2), Attendant\*

**Accounts:** Accounts Officer, Accountant (Grade-1, Grade-2), Internal Auditor

**Laboratory:** Laboratory Assistant (Grade-1, Grade-2), Laboratory Attendant



**Workshop:** Workshop Superintendent, Assistant Workshop Superintendent, Instructor (machine shop, fitting shop, welding shop, carpentry shop. Forging shop)

**Maintenance:** Estate Officer, Maintenance Engineer, Carpenter. Plumber,

**Electrician, Mason**

**Stores:** Purchase Officer, Stores Officer, Stores Assistant (Grade-1, Grade-2)

**Dispensary:** Medical Officer, Compounder

**Hostels:** Chief Warden, Warden, Assistant Warden, Care Taker, Office Assistant, Lady Attendant

\*Attendants will be placed in different sections as per need

#### **4. QUALIFICATIONS & PAY SCALES:**

Director: As prescribed by A.I.C.T.E.

Teaching Cadre: As prescribed by A.I.C.T.E.

Librarian, Deputy Librarian, Assistant Librarian: As prescribed by A.I.C.T.E.

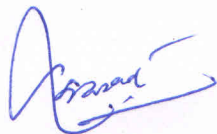
Other Cadres: As decided by the Management Board of the Institute

#### **5. ALLOWANCES:**

5.1. The following allowances may be granted to an employee :

- (a) Dearness Allowance (DA)
- (b) House Rent Allowance (HRA)
- (c) City Compensatory Allowance (CCA)

5.2. Dearness Allowance, House Rent Allowance and city compensatory allowance shall be at such rates as the Management Board decides from time to time.



5.3. In addition to the above allowances the Management Board may sanction payment of any other allowances or pay to any employee and or cadre of employees as may be prescribed from time to time.

**6. INCREMENT:**

6.1. All employees will normally be considered for a single increment in the appropriate incremental on completion of satisfactory service of one year on each stage of that scale, except where such increment has been withheld as a result of a penalty imposed under the Conduct and disciplinary Rules / Actions. The amount of increment will be regulated by Self Appraisal Report of the employee as per the Institutes measurement norms.

6.2. The increment in the incremental scale will however be so advanced as to fall due at the commencement of the month corresponding to the employment date or any other date which the Management Board deems to fit.

6.3. The Management Board shall have the right to sanction from time to time advance increment or increments, to any employee or cadres of employees for showing meritorious performance or for acquiring special qualifications, which may be useful in discharging their functions. The policy for sanction of such advance increment or increments shall be as prescribed by the Management Board from time to time.

6.4. No increment shall be withheld except as a disciplinary measure and each order withholding the increment shall state the period for which it is withheld and whether the withholding shall have the effect of postponing future increments.

6.5. On promotion from one cadre of post to another cadre of post, the basic pay of an employee in the higher cadre shall be fixed at the stage next above the pay notionally arrived at by increasing his pay in respect of the lower cadre by one increment at the stage at which such pay has accrued.



## **7. RECRUITMENT:**

### **7.1.1. Selection Committee for Director/Principal:**

The Selection Committee for Director will be as follows:

- |   |          |
|---|----------|
| (i) Chairman of the Management Board                                      | Chairman |
| (ii) One A.I.C.T.E. nominee not below the rank of<br>Professor/ Principal | Member   |
| (iii) Three experts from outside  | Member   |
| (iv) One University nominee not below the rank of<br>Professor/ Director  | Member   |
| (v) One nominee of the Management Board                                   | Member   |

7.1.2. At least four members including two outside experts shall constitute the quorum.

7.1.3. In addition to other parameters, the Selection Committee should also take into account for assessment of aptitude for teaching and research, ability to communicate clearly and effectively and analyse and discuss.

### **7.2.1 Selection/Promotion Committee for teaching cadre:**

The Selection Committee for direct recruitment/promotion at all levels of teachers namely Assistant Professor, Associate Professor and Professor will be as follows:

- |  |          |
|--|----------|
| (i) Chairman of the Management Board or his nominee                                | Chairman |
| (ii) Principal of the Institute  | Member   |
| (iii) The Head of the Department if the selection<br>is not of the equivalent post | Member   |
| (iv) One A.I.C.T.E. nominee  | Member   |
| (v) Two experts of the subject out of the panel<br>approved by the Vice-Chancellor | Member   |
| (vi) One University nominee  | Member   |



7.2.2. At least four members including two outside experts shall constitute the quorum.

7.2.3. In addition to other parameters, the Selection Committee should also take into account for assessment of aptitude for teaching and research, ability to communicate clearly and effectively and ability to analyse and discuss.

### **7.3.1 Selection/Promotion Committee for other than teaching cadre :**

The Selection Committee for direct recruitment/promotion of employees other than teaching cadre shall be as follows:

- |   |          |
|---|----------|
| (i) Chairman of the Management Board or his nominee | Chairman |
| (ii) Principal of the Institute                     | Member   |
| (iii) Head of the Department/Section -Incharge      | Member   |
| (iv) One expert of the area                         | Member   |

7.4. The Management Board shall be the appointing authority for all employees of the Institute. The Director shall place the matter of approval in the meeting of the Management Board. If meeting of the Management Board is not scheduled in near future, the Chairman shall provide approval and place the matter in the forthcoming meeting of the Management Board for formal approval.

7.5. Notwithstanding anything contained in rule above, appointments may also be made on any post/category of posts in the Institute on special contracts for specific periods subject to such terms and conditions as the Management Board may lay down from time to time.

## **8. JOB RESPONSIBILITIES OF AN EMPLOYEE:**

### **8.1. Teaching Cadre:**

The job responsibilities of a teacher shall in general comprise

8.1.1 Academic (classroom/laboratory instructions, design and development of new programmes, curriculum development, development of learning source materials and laboratories, students assessment and evaluation, examination work



of the Institute and the University, participation in co-curricular and extra-curricular activities, students guidance, placement and counseling and their development and continuing activities )

8.1.2. Research, development and consultancy ( students research guidance, project proposals and follow up for funding, executing and monitoring sponsored research, technology development and industrial consultancy )

8.1.3. Administration (academic and administrative management of the Institute ,policy planning , promotional activities at departmental, Institute and University levels, headship, deanship, wardenship and committee work, participation at regional and national levels, etc. )

8.1.4. Extension services ( organizing courses, participating as faculty in courses in continuing education programmes for teachers and persons from industry, organization and participation in community services, promoting entrepreneurship, providing technical support to social development, etc, ).

#### **8.1.5. Work Plan:**

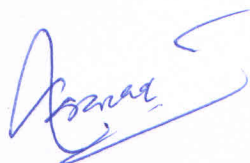
The work plan of a teacher shall ensure, in modest productive manner, the utilization of stipulated working hours per week with regard to roles, jobs, and targets assigned to him/her by the Department/ Institute /University.

#### **8.1.6. Contact Hours:**

The contact hours per week of a teacher shall be as prescribed by A.I.C.T.E. from time to time. Under emergent situations the contact hours may exceed this limit in the interest of the students/teaching. For the purpose of counting contact hours, two tutorial hours/ two laboratory hours will be counted as equivalent to one teaching hour.

#### **8.2. Other Employees:**

The job responsibilities for other employees shall be as decided by the Management Board.



## **9. APPOINTMENT LETTER:**

9.1. The appointment letters to Director shall be issued by the Chairman. The appointment letter to teachers and officer grade employees shall be issued by the Chairman or his nominee. For other employees, the appointment letter shall be issued by the Chairman's nominee or Director. The appointment letter shall include nature of appointment i.e. permanent or temporary or on contract, designation, pay scale, starting salary along with allowances and terms & conditions. A copy of service rules of the Institute shall be made available to all employee as and when they want to refer. The employee concerned shall deliver an acceptance letter duly signed to the Competent Authority within the period specified in the appointment letter.

## **10. PROBATION:**

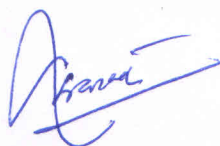
10.1. Every Faculty and Non-teaching staff on first appointment in the Institute shall be on probation for a period as mentioned below excluding the period spent on leave, except casual leave and authorized vacation, from the date of joining the service in the College.

(a) Professor, Associate Professor One year

(b) Assistant Professor and Other cadre employees Two years

10.2. A letter of confirmation/non confirmation shall be issued to the employee at least one month before the expiry of his/her probation. In case a letter of confirmation is not issued before the expiry of probation, the employee shall be deemed to have been confirmed in his/her service.

10.3. The Competent Authority may, for reasons to be recorded in writing, extend the period of such probation by such period as the Competent Authority may specify in each case.



## **11. SENIORITY OF EMPLOYEE:**

11.1. Seniority of staff in the Institute shall be determined by the date of joining the institute in the particular cadre.

11.2. If two or more persons have equal length of service in particular cadre, the relative seniority among such persons shall be determined by age, if both are new entrants.

11.3. Seniority as determined above will be applicable only for the period a person holds the appointment in a particular cadre and will start afresh in case of reappointment after a break.

11.4. Seniority of teachers availing study leave will not be affected by their period of absence from the Institute.

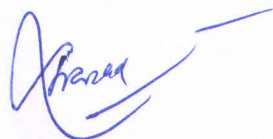
## **12. RESIGNATION BY EMPLOYEE:**

12.1. An employee may resign from the service of the Institute as per the terms and conditions stipulated in the appointment letter. No teacher will be relieved from the Institute once semester teaching starts.

12.2 An employee shall tender resignation from his/her post through proper channel to the Director. The resignation will be effective from the date of its acceptance by the Competent Authority as decided by the Management Board. The resignation shall not be accepted if not properly tendered and forwarded to the Director duly endorsed by the head of the Deptt. or Section-in-Charge.

12.3 The resignation of an employee shall not be effective unless the Competent Authority accepts it. The Competent Authority shall have the right to refuse the resignation of an employee in following circumstances:

- (a) If disciplinary proceedings have been initiated against the employee.
- (b) If the employee is under an obligation to serve the Institute for a specified period that has not expired.



- (c) The employee owes the Institute any sums of money.
- (d) Or for any other sufficient grounds to be recorded in writing.

### **13. CONTRACT APPOINTMENT:**

13.1. A person can be appointed on a particular post on contract basis for a specific period, the conditions of such contract appointment shall not be inconsistent with the conditions as laid down in the Service Rules and shall be clearly mentioned in the appointment letter. On the expiry of the contract, the person may enter into a further contract by mutual agreement.

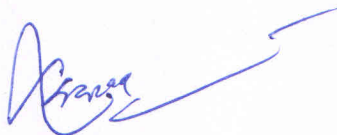
### **14. PROMOTION:**

14.1 All deserving employees will be considered for promotion under career advancement scheme as and when they become eligible for promotion as per the Institute rules. Internal Screening Committee shall review the performance of the employee. If necessary, the employee can be called for interview to present his/her case before the Selection/Promotion Committee. The recommendations of the Selection/ Promotion Committee will be effective on approval by the Management Board/ Chairman.

### **15. RETIREMENT:**

15.1. All employees except teachers will retire with effect from the afternoon of the last day of the month in which he/she completes the age of 60 years. The retirement age for the teachers will be 65 years.

15.2 Teachers who have completed 65 years of age may be permitted on the sole discretion of the Management to continue and serve up to the age of 70 years provided they are efficient and medically fit to do so.



15.3 An employee leaving the service of the Institute as a result of termination, resignation, dismissal, retirement or otherwise shall account for and hand over to the Competent Authority all the property of the Institute and or documents/books/charts/ correspondence etc., which were entrusted to him or which were in his/her possession. In the event of his/her failure to do so, the Institute shall have the right, without prejudice to its other rights in respect of such failure, to withhold any sums of money that may be due to the employee from the Institute.

#### **16. TRANSFER:**

16.1 The Competent Authority shall have the right to transfer a non-technical employee from one department to another department or from one post to another equally ranking post or from one office to another office of the Institute without giving any notice or assigning any reason whatsoever.

#### **17. APPLICATION FOR HIGHER STUDIES:**

17.1 An employee who wishes to apply for higher studies shall forward his application through proper channel to the Competent Authority who has got the discretion either to forward the same or to withhold it because of genuine reasons.

#### **18. CONDUCT AND DISCIPLINE RULES:**

18.1 Every employee of the Institute shall conform to and abide by the Service Rules and comply with and obey all orders and directions which may from time to time be given to him by and person or persons under whose jurisdiction, superintendence or control he/she is placed.

18.2 Every employee shall maintain the strictest secrecy regarding the Institute affairs and the affairs of its constituents. Every employee shall also sign a declaration of fidelity and secrecy in such form as the Management Board decides.



18.3 Every employee shall serve the Institute honestly and faithfully and shall to its utmost endeavors promote the interest of the Institute and shall show due courtesy and attention to one and all.

18.4 No employee shall take an active part in politics or in any political demonstration or stand for election to a local body or Legislative Body of the State or Parliament without approval of the Management Board.

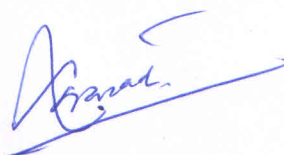
18.5 No employee shall contribute to the press, Radio, T.V., Journals or any other publications except technical or literary publications, without the prior approval of the Competent Authority or without such approval make public or publish any document, paper or information which are against the spirit of the Institute.

18.6 No employee shall misuse or carelessly use amenities of the Institute.

18.7 If an employee absents himself/herself from duty without prior permission for leave or overstays his/her sanctioned leave except under circumstances beyond his/her control, for which he/she must at the earliest, tender a satisfactory explanation, shall not be entitled to draw any pay and allowance during such absence or overstay and this shall be without prejudice to such disciplinary actions as the Competent Authority may take. The period of such absence or overstay may, if not followed by termination of service or dismissal under these service rules or otherwise regularized as leave to which he is eligible be treated as break in service.

#### **19. DISCIPLINARY ACTION:**

19.1 An employee who is detained in custody, whether on criminal charges or otherwise, for a period exceeding 48 hours, shall be deemed to have been suspended with the effect from the date of detention, by an order of the Competent Authority and shall remain under suspension until further orders of the Competent Authority. However, the employee shall be eligible for subsistence allowance equal to half of the gross salary drawn in the previous month.

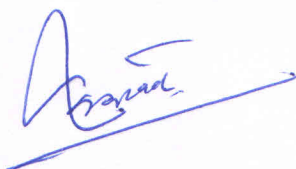


19.2 An order of suspension made or deemed to have been made under this rule may at any time be revoked by the Competent Authority or by any higher authority.

19.3 Without prejudice to the provisions of the other rules, an employee who commits breach of these Rules, or who is (1) negligent or (2) inefficient or indolent or (3) knowingly does anything detrimental to the interest of the Institute in conflict with its instructions or (4) commits a breach of discipline or (5) is guilty of any other act of misconduct, shall be liable to face disciplinary action.

19.4 When it appears prima facie that the act of an employee falls under Section 19.3 an enquiry shall be conducted. An enquiry committee consisting of three persons will be constituted by the Competent Authority. A Charge- sheet shall be issued to the employee by the enquiry committee and a minimum 3 days time will be given to submit his/her response. If needed, the employee may also be called to appear in person before the enquiry committee to defend his/her case. If the enquiry committee finds that the employee is guilty, the enquiry report shall clearly mention the type of misconduct done by the employee and also give clear recommendations about the punishment to be awarded. The enquiry report shall be submitted in closed envelope to the Competent Authority who will take appropriate decision based on the recommendations. The employee may be awarded any one of the following punishment based on the gravity of the misconduct:

- (a) Delay or stoppage of increment without cumulative effect or promotion
- (b) Reduction to a lower stage in his incremental scale
- (c) Degradation to a lower post
- (d) Termination from service



## **20. TERMINATION FROM SERVICE:**

20.1 The services of an employee can be terminated as per the terms & conditions mentioned in the appointment letter issued to him/her and duly accepted by him/her before joining the Institute. The notice period during the probation period will be of one month and after the completion of probation, the notice period will be of 3 months.

20.2 The university will be informed about the reason(s) and the notice before a teacher is removed from the Institute.

20.3 Under the condition of low admission a written communication will be made to the teacher latest by April of the current session to search out-employment-at-other place.

20.4 An employee who is convicted by a competent court for criminal offence which, in the opinion of the Competent Authority, involves moral turpitudes or has bearing on any of the affairs on the Institute, or in the discharge of duties in the Institute the Competent Authority may dismiss such employee without any notice and or assigning any reason.

## **21. DECLARATION:**

At the time of joining service, every employee shall sign a declaration in the form prescribed by the Management Board.

