

St. Francis Institute of Technology (Engineering College)
Staff Service Rules, 2011
(3rd Amendment as on 1st July 2022)

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1.0 Introduction

1.1 About the Congregation

- i. The Congregation of Franciscan Brothers (CMSF) was founded in 1901 at Nagpur by Bro. Paulus Moritz, a German Missionary. In 1908 an orphanage and a school were established in Mt. Painsur, Borivli, Mumbai, to look after and educate the orphans of the area. The Congregation now has number of centres in India conducting orphanages, schools, colleges, industrial training institutes, a higher technical and a management education centre, leprosy centres, agricultural training farms, youth centres, clinics, dispensaries, hospitals, etc. The focus in all these activities is oriented around orphans, the poor, and lower/middle class section of the society, without any discrimination whatsoever. In rural areas, the congregation aims to provide primary education and an appropriate level of technical education to create self-employment / small entrepreneur class.
- ii. The Congregation's higher education centres are located in urban and semi urban areas, providing higher level general & technical education with a view to create technical entrepreneurs and skilled labour. The Congregation's institutions/schools /colleges have a high level of competence & reputation and have been winning State & National Awards. All the units of the Congregation are registered under the relevant laws of the States as public charitable trusts/ societies etc. The Congregation has Centres in the USA, Canada, South America, Africa, Sri Lanka, Germany, Switzerland and Italy, with Mumbai as the International Headquarters.
- iii. In the city of Mumbai at Borivli (West), the Congregation has the following institutions:
 - a) St. Francis Orphanage
 - b) St. Francis D'Assisi High School & Junior College
 - c) St. Francis Industrial Training Institute (ITI)
 - d) St. Francis Institute of Art & Design
 - e) St. Francis Institute of Technology (Engg. College)
 - f) St. Francis Institute of Management & Research
 - g) St. Francis School (ICSE Section)

- h) St. Francis Institute of Hotel Management, Catering Technology & Applied Nutrition.
- i) Prem Sangh – Technical Skill Development Centre

1.2 About St. Francis Institute of Technology (Engineering College)

- i. St. Francis Institute of Technology (Engineering College) also referred to as “SFIT” (for the sake of brevity) was established in 1999 by the ‘Society of St. Francis Industrial Training Institute,’ Borivli (W), Mumbai which is registered under the Societies Registration Act, 1860 under Registration No. BOM. 417/73 G.B.B.S.D and the Bombay Public Trust Act, 1950 under Registration No. 3393.
- ii. The All India Council for Technical Education (AICTE), vide order dated 2nd July, 1999 granted approval for starting the Engineering College in three Under Graduate courses/ branches, viz. (a) Information Technology, (b) Computer Engineering and (c) Electronics & Telecommunication Engineering, with an initial intake capacity of 60 students in each. The Directorate of Technical Education (DTE), Government of Maharashtra granted recognition to the college, vide order dated 5th July 1999. The University of Mumbai vide order dated 23rd July 1999, granted affiliation to the college for the aforesaid three UG courses / branches. Subsequently, the intake has been increased to 120 students in each of the above mentioned three branches. From the academic year 2015-16, three existing UG courses (CMPN, EXTC and INFT) have been granted Permanent Affiliation by the University of Mumbai. From the academic year 2018-2019 SFIT has added two more UG courses namely, (a) Electrical Engineering and (b) Mechanical Engineering with an intake of 60 students in each branch.
- iii. In the academic year 2012-2013, SFIT started a full time 2-year Masters of Engineering (M.E.) programme in the branches of (a) Computer Engineering and (b) Electronics and Telecommunication Engineering, with an intake of 18 seats in each branch. Both the courses have been approved by AICTE/DTE and are affiliated to the University of Mumbai.
- iv. In the academic year 2014-2015 the college started PhD (Technology) degree course in the branch of Computer Engineering and Electronics and Telecommunication Engineering as ‘Research Centre of the University of Mumbai’. The present intake is intake is 15 seats in EXTC and 12 in CMPN.

- v. SFIT is a private, un-aided, self-financing, religious, minority educational institution. The college has received a certificate from the National Commission for Minority Educational Institutions bearing F.No. 397 of 2006/-11882 dated September 20, 2006, declaring the SFIT as a minority educational institution covered under Article 30 of the Constitution of India, within the meaning of Section 2(g) of the National Commission for Minority Educational Institutions Act, 2004.
- vi. Our UG programs Computer Engineering, Information Technology and Electronics & Telecommunication Engineering were initially accredited by the National Board of Accreditation (NBA) but the accreditation has expired as on date. However, the college has registered for further accreditation/Re-accreditation for all the three courses and the visit of the NBA team is expected soon. We are expecting a positive result. The institute has also applied for accreditation by NAAC.
- vii. SFIT is certified by DNV, a world renowned certification body for conforming to the Quality Management System (QMS) Standard, ISO 9001:2015 “providing Undergraduate Courses in Engineering/Technology.”

1.3. Our Vision

Our Vision is “to be a chrysalis where bright youngsters are transformed into technological entrepreneurs and innovative leaders of tomorrow’s world, consistent with the Franciscan vision of integrity, peace and love.”

1.4 Our Mission

- i. For UG Programme - “To churn highly competent engineering graduates with a commitment to result oriented work, a perennial zest for learning, a quest for excellence, an open mind and the universal values of honesty, dignity and mutual care.”
- ii. For PG Programme – “To continually improve and progress in the path of developing post graduate scholars who will be competent in exploring, developing and disseminating new knowledge in their areas of specialization so that the repository of new knowledge and innovation and its dissemination will be enhanced in scope and effectiveness.”

2.0 Preamble

- i. These service rules shall be called “**St. Francis Institute of Technology (Engineering College) Staff Service Rules, 2011**” (herein after referred to as the “**SFIT Staff Service Rules, 2011**” for the sake of brevity) with 1st amendment as on 1st October 2014, 2nd amendment as on 1st July 2018 and the 3rd amendment as on 1st July 2022. However, the amendments wherever applicable, shall deem to be in force from the date mentioned in the relevant Office Orders /Circulars/Notices issued from time to time as and when necessary.
- ii. These Rules are applicable to all the members of SFIT staff, both teaching and non-teaching, unless specifically exempted.
- iii. These Service Rules do not affect, in any manner whatsoever, the right of the Director to enter into any arrangement, employment contract, agreement (as the case may be) with any person/class of persons/staff/ category of staff in respect of his/her respective terms and conditions of services. However, the provision of these service rules and subsequent amendments from time to time by the Competent Authority, shall override and prevail over the contract/agreement/appointment terms & conditions with staff of all categories if any, before the effective date, of these amended service rules.

3.0 Definitions

- i. **Administrative Staff** means members of the staff working in the Library, Office, Examination Cell, Accounts, Training & Placement, NSS and such other departments handling clerical and administrative matters.
- ii. **‘Chairman’** is the Superior General of the Congregation of the Society of Franciscan Brothers who is also the President of the Society of ‘St. Francis Industrial Training Institute’ which is the Governing Body of SFIT as well as the Chairman of the Executive Committee (EC) of SFIT, the Governing Council (GC) and the College Development Committee (CDC). In his absence, the Assistant Superior General of the Congregation, who is also the Campus Administrator or any such member of the Congregation or the Governing Body as shall be nominated by him to be the Chairman at all the meetings of EC, GC and CDC of SFIT.
- iii. **‘Competent Authority’** means and includes any such person / office bearer of the Society / Director of the Institute (as the case may be) who is duly appointed as such to exercise specific powers as may be provided in these Rules or as the Governing Body deems fit. The Director of SFIT shall be the Ex-officio Competent Authority.

- iv. **‘Continuous Appointment’** means an appointment held by an employee without any break. (Leave approved by the Competent Authority does not constitute break.)
- v. **‘Contract Post’** means a post which an employee holds for a limited period (which may be extended due to exigencies of work or otherwise).
- vi. **‘Deputy Director’** means and includes any person duly appointed as such by the Society of Franciscan Brothers to aid, enable and assist the Director in discharging his duties.
- vii. **‘Director’** means and includes any person duly appointed as such by the Society of Franciscan Brothers as the Head and overall in-charge of the institute and represents the Society.
- viii. **‘Employment Contract’** means a contract entered into, in writing and executed between the ‘Competent Authority’ and any individual for employment.
- ix. **‘Executive Committee’** means the body (which includes the Director) appointed by the Chairman of the institute to take decisions on policy matters, perspective and strategic plans, short-term and long term goals and objectives for the institute, keeping in view the overall objectives of the Society, to assist the Director in the implementation of the above for the Institute.
- x. **‘Faculty’** means the teaching staff of the Institute and includes the Principal.
- xi. **‘Governing Body’** means the Board of Trustees of the ‘Society of St. Francis Industrial Training Institute’ under which SFIT is established.
- xii. **‘Holiday’** means a Sunday or any other day declared as a holiday by the Competent Authority.
- xiii. **‘Institute’** means and includes ‘St. Francis Institute of Technology (Engineering College)’, ‘SFIT’ (for short), which is at Mt. Painsur, S.V.P. Road, Borivli (W), Mumbai – 400 103.
- xiv. **‘Increment’** means any increase in salary due to ‘Annual Increment’, ‘Special Increment’ as well as increase in ‘Academic Grade Pay’ (AGP) in the case of teaching staff and ‘Grade Pay’ (GP) in the case of non-teaching staff.

- xv. **'Lien'** means the title of an employee to hold the post in which he/she is on probation/confirmed either immediately or on the termination of a period or periods of absence specified in these service rules.
- xvi. **'Management'** means the Director and the Dy. Director of the Institute.
- xvii. **'Principal'** means and includes any person who is legally qualified as per statutes applicable and who is duly appointed as such to look after the academic and related administrative activities of Institute and to act and represent as the Head of Institute before the statutory/regulatory and accreditation bodies Viz. AICTE, State Government Affiliating University, Directorate and Joint Directorate of Technical Education (DTE), Admission Regulating Authority (ARA), NBA, NAAC etc. as may be required. The Principal shall report to the Director.
- xviii. **'Probation'** means and includes an appointment made on specified conditions for a stipulated period mentioned in the appointment letter subject to medical fitness (Fit for Employment) declared as such by the institute's authorized registered medical practitioner.
- xix. **'Society'** means "The Society of St. Francis Industrial Training Institute" under which SFIT is established.
- xx. **'Staff'** means any person duly appointed (teaching or non-teaching) to serve the Institute for a remuneration and includes confirmed, probationers, ad-hoc or contractual, but specifically excludes visiting and part-time staff.
- xxi. **'Teacher'** means a member of the teaching faculty viz, Professor, Associate Professor, Assistant Professor and includes the Principal.
- xxii. **'Technical Staff'** means the non-teaching staff working as 'System/Assistant System Administrator, Network Technician, Lab Assistant, Work Shop Instructor/Lab/Workshop Attendant etc. who are providing technical support.
- xxiii. **'Temporary Appointment'** means an appointment made purely on a temporary basis in a permanent post or against a temporary position/vacancy and includes contractual and ad-hoc appointment.
- xxiv. **'Time – Scale of Pay'** means the scale in which the pay rises, subject to the terms and conditions prescribed from a minimum to a maximum by lapse of time.
- xxv. **'University'** means the affiliating university which is the University of Mumbai.

4.0 Staff Classification

The members of the staff are classified as under:

- i. **'Temporary staff'** is one whose services are engaged for a limited period of time and includes ad-hoc staff.
- ii. **'Trainee'** is one who is a fresher or is awaiting results of the prescribed qualifying examination, without any previous relevant experience for the job, and is appointed for on the job-training for a prescribed period with/without stipend.
- iii. **'Ad-hoc staff'** is one who is engaged on an ad-hoc basis for a limited period as specified in the Appointment Letter and is essentially temporary in nature.
- iv. **'Probationer staff'** – is one who is provisionally appointed on specified conditions for a stipulated period to a post for determining one's fitness/suitability for eventual confirmation in the post. In the case of an existing serving temporary/ad-hoc employee, such employment shall be automatically terminated before appointing the person on probation. Probation period may be extended if required or reduced as the case may be at the sole discretion of the Competent Authority.
- v. **'Confirmed staff'** - is one who is confirmed in the service of the Institute after satisfactory completion of the probation period as per the terms of appointment by a separate communication in writing to that effect duly signed by the Competent Authority. No employee shall be deemed to be confirmed automatically at the end of the probation period.
- vi. **'Contractual staff'** - is one who is engaged on a contract on such terms and conditions for a specific period which may be renewed at the sole discretion of the Competent Authority. Unless so renewed in writing, such contracts shall be deemed to stand automatically terminated at the end of the contract term.

5.0 Recruitment and Employment

5.1 Policy:

Appointment for the various posts i.e. teaching and non-teaching in the Institute shall be in terms of qualifications, experience, pay scales and other guidelines issued by the All India Council for Technical Education (AICTE), the affiliating University, and Government Resolutions as amended from time to time. However, being a private self-financing, unaided Minority Educational Institute, the Executive Committee or the Competent Authority reserves the

right to modify the same depending upon the needs/circumstances keeping in view foremost the interest of the Institute.

- i. All vacant/additional permanent regular teaching posts (other than ad-hoc, temporary & contractual) are generally advertised in prominent newspapers and/or on the College Notice Board/Website. However, the Management reserves the right to recruit its employees directly through other sources as well, such as internal referrals, placement agents, jobsites etc., depending upon the urgency and availability of the candidate keeping in view the interest of the students and the Institute.
- ii. The Selection Committee duly constituted as per prevailing norms, shall interview the eligible candidates for regular permanent teaching posts and recommend the short listed candidates for selection.
- iii. Based on the recommendation of the Selection Committee appointed by the Chairman, the selected candidates may be appointed by the Competent Authority in an appropriate salary structure applicable for the relevant post, subject to medical fitness (Fit for Employment) certified by Registered Medical Practitioner appointed by the Competent Authority.
- iv. Candidate who is issued an appointment letter on probation will have to complete the medical examination and declared medically fit for employment before joining the institute.

5.2 Probation and Confirmation

- i. A new staff member for regular permanent post subject to the procedure prescribed for selection and appointment, will be appointed on probation for a period not exceeding 24 months from the date on which he/she joins duties and after the satisfactory completion (the decision of the Competent Authority shall be final and binding) of the probation period he/she may be confirmed and informed accordingly in writing. Otherwise his/her services shall be terminated at any time provided that at least one month's notice is served on him/her prior to the expiry of the period of probation or one month's pay is paid to him/her in lieu of the notice period.
- ii. It shall not be necessary to assign any reason for terminating the services of staff member on probation by the Competent Authority.
- iii. No staff member shall be deemed to be confirmed automatically at the end of the probation period. Confirmation shall always be by a separate communication in writing issued by the Competent Authority confirming the service of a staff member.

- iv. The Management of the Institute will maintain an Assessment Report of a staff member on probation, and decide, if a staff member is to be confirmed or not at the end of the probationary period.
- v. During the probation period if any member of the staff has not attended the institute on account of long leave with prior permission (with or without pay) due to valid/genuine reasons such as sickness, accident, maternity etc., the probation period shall be extended to the extent of the total duration of the absence from duty, the reason being, a staff member should be present in the institute to assess his/her performance during the entire probation period.
- vi. Existing faculty members teaching Basic Science and Humanities subjects in the First Year Engineering, who were appointed without possessing NET/SET qualification at the time of implementing VI Pay Commission Pay Scales, shall not be eligible for any increments unless and until they obtain the prescribed NET/SET qualification along with Master's Degree in their own discipline as per minimum qualification norms at entry level prescribed by UGC/University of Mumbai. No grievance in this regard shall be entertained.
- vii. While on probation if any member of the teaching faculty and technical staff decides to resign the post/service he/she shall follow the following procedure/rules:
 - a) Shall tender a resignation letter in own hand writing to the Competent Authority through proper channel, which shall be signed as witnesses by two teachers working in the College/Institution.
 - b) Shall not resign from the service in the College/Institution without giving prior notice in writing to the Competent Authority of his/her intention to resign. The period of such notice shall be one calendar month.
 - c) If the resignation is accepted by the Competent Authority by a written communication, **it shall be effective only from the end of the Academic Year** i.e. 30th June or the end of the academic year as decided by the affiliating University, whichever is later. Under no circumstances one shall be relieved from the service in the College/Institution in between the Academic Year, for whatsoever reason.
 - d) Shall complete all instructional and term work requirements, to the satisfaction of HOD, Principal and Director and upon handing over charge to the HOD / Principal or any person duly designated/notified by them.

- e) Shall submit the College 'Clearance Form' duly signed by all concerned.
- viii. In the event a confirmed member of the teaching & technical staff decides to leave the services of the Institute, he/she shall follow the same procedure as mentioned in Clause No. 5.2 Sub-clause vii (a-e) above, except that the period of prior notice shall be three calendar months in the case of the teaching staff and in the case of technical staff the period of the prior notice shall be one calendar month.
- ix. Physical attendance in the College/Institute during the entire notice period is mandatory. Effective from the date the resignation is accepted by the Competent Authority, all types of leave entitlement ceases and all accumulated/balance leave if any, even if pre-sanctioned, shall stand automatically forfeited/cancelled.
- x. After serving the entire mandatory notice period a member of the staff shall be issued service certificate/relieving letter only at the end of the academic year i.e. 30th June or as notified by the University, whichever is later subject to completing/fulfilling all the requirements mentioned in Clause No. 5.2 Sub-clause vii (a-e), viii, and ix above.
- xi. In case of default in giving the mandatory prior notice if the staff member leaves the institute it shall be presumed that the staff member has abandoned his/her service in the Institution on his/her own and consequently, the Competent Authority shall have the right to recover the dues from the concerned staff member, an amount not exceeding the salary for the shortfall in the required notice period as well as not issue Service Certificate & Relieving Letter.
- xii. If a staff member (whether on probation, confirmed, ad-hoc or contractual) is found to have divulged any particulars, working or methodology of the Institute, in the course of employment with the Institute to anyone else without the prior sanction of the Management or resorts to any action which would hamper the functioning or working of the Institute or involves in any activity which according to the Management is against the interest of the Institute, the Competent Authority shall be within its rights to terminate the services by giving one month's notice or wages/salary in lieu thereof. In the case of ad-hoc and contractual staff members, their services can be terminated without assigning any reason whatsoever.
- xiii. In the event of a clash between the Service Rules and the terms and conditions of the Appointment Letter, the prevailing Service Rules and any amendments made thereafter by the Competent Authority, shall prevail.

5.3 Retrenchment on account of abolition of post or reduction in work-load.

- i. In the event of abolition of a post or reduction in work load, a staff member on probation may be retrenched/ terminated by giving him/her one month's notice or by paying one month's pay.
- ii. Three months notice or three months pay in lieu thereof, if the teacher/staff member is confirmed in the post.
- iii. In case the workload is reduced to half or less than half, if the teacher so wishes, he/she shall be continued as a part-time teacher and shall be paid as per the scale of the part time teacher.

6.0 Pay Structure

The pay structure for different categories of staff in the institute are usually fixed as per the norms, notifications and guidelines issued by Mumbai University, All India Council of Technical Education (AICTE) and Govt. of Maharashtra through Government Resolutions (GRs), from time to time. However, being a private, un-aided, self-financed, minority educational institute, the Management reserves the right to have separate pay structure, as provided by law.

7.0 Career Advancement of Staff

7.1 Career Advancement of teaching staff

- i) Career Advancement norms for scheme for the teaching staff shall be as per the Guidelines laid down in the Govt. GR Ni. SPC-2010/(34/20) TE-2 dated 20th August 2010 implementing the VI Pay Commission Pay scales as well as the Institute's own norms / guidelines laid down in the Screening Committee meetings as well as Office Orders/Circulars/Notices issued from time to time.
- ii) The Screening Committee of the college consisting of the Director, Principal, the Heads of Departments and an external member, not less than the rank of Professor/Principal, meet usually once a year to recommend to the Management, the names of the eligible teaching faculty for career advancement, provided they fulfil the criteria and meet all the requirements laid down by the All India Council of Technical Education (AICTE), University of Mumbai, Govt. of Maharashtra as well as the Institute's own guidelines/norms issued from time to time.

7.2 Norms/guidelines for career advancement of teaching staff

7.2.1 **Continuous Service:** Minimum 5 years of continuous service in the Institute / in the previous AGP. Continuous service means uninterrupted service calculated from the date of probation in the Institute including paid Casual Leave, Earned Leave, Paid Maternity Leave as per the Maternity Benefits Act, Sick Leave and Vacation. All other type of leave paid or unpaid including Study Leave is excluded.

7.2.2 In the case of Assistant Professors, who were re-designated from Lecturer with the implementation of VI Pay Scale, their continuous service shall be calculated from the date they were re-designated as 'Assistant Professor' and not from the date of joining on probation in the Institute.

7.2.3 Technical Refresher Programmes:

All career advancement to higher AGP will be effected subject to completion of Technical Refresher Programmes of minimum 6 weeks, during the review period.

Out of these:

- a. 2 weeks at IIT / IISC campus are compulsory.
- b. 2 weeks at any of the IIT Remote Centres including SFIT

OR

NPTEL MOOCs courses approved by AICTE in the respective branches as per the conversion ratio given below can be considered.

- i. A 4-week NPTEL online course is equivalent to a half-week FDP.
- ii. An 8-week NPTEL online course is equivalent to a one-week FDP.
- iii. A 12-week NPTEL online course is equivalent to a one-and half-week FDP.

- c. Two (2) weeks of AICTE/ISTE sponsored technical programmes organised by SFIT or any other Technical Degree Institute.

In exceptional circumstances where physical attendance for the courses is not possible due to lockdown on account of pandemic or any other natural calamity, the requirement of physical attendance may be waived by the Competent Authority and On-line completion of courses may be permitted instead.

7.2.4 **Paper Publications:** The eligible candidates during the review period should submit and get reviewed at least one good paper. The review

comments should be attached along with the paper. The paper published should be as per the following norms:

- i. Paper should be written by not more than 3 authors;
- ii. The publications of the M.E. students along with the guides shall not be accepted unless the related research paper is published in any of the following unpaid journals as listed below:

Approved Journals / Publications:

- i. IEEE Transactions
- ii. Elsevier Publication
- iii. Springer Publication
- iv. Wiley Publication
- v. Taylor & Francis Publication
- vi. Journal of Basic Engineering by American Society for Mechanical Engineers ASME (particularly for Applied Mechanics, if possible and for Mechanical Engg.)
- vii. The Journal of Association for Computing Machinery (ACM)
- viii. Journal of the Institute of Electronics and Telecommunication Engineering of Research
- ix. Papers published in International Regional Conference/s conducted by IEEE Societies or in any of the above mentioned journal
- x. Scopus / SCI / AICTE / UGC approved list of journals

7.2.5 Research:

One departmental research / minor research under University of Mumbai

OR

One STTP should be organised at department level

7.2.6 Norms for F.E. teachers teaching Basic Sciences & Humanities subjects.

- a) Faculty members (both confirmed & probationers) teaching **Basic Sciences & Humanities** subjects, who are yet to be NET/SET qualified, will be considered for promotion from AGP of Rs. 6000/- to Rs. 7000/- (VI Pay) only after they obtain NET/SET qualification subject to fulfilment of other criteria. As a special case, they will be exempted from publishing a paper till they clear NET/SET.

- b) For promotion to subsequent higher level of AGP from Rs. 7000/- to Rs. 8000/- in addition to NET/SET qualification and other criteria, they must publish at least one good paper in Journals/Conference in their own discipline. As an alternative to paper publication/presentation, they can also obtain a 'Research Grant' approved by UGC/University.

7.2.7 General guidelines:

- a) Those who were re-designated as Associate Professor without Ph.D. qualification by way of fitment from V Pay to VI Pay, are not eligible for promotion to higher AGP applicable to Professor, unless they complete their Ph.D., have the prescribed experience and research papers publications in the approved list of journals (SCI/AICTE/UGC) and also go through the regular faculty selection process and get selected by the Selection Committee.
- b) Assistant Professors in the AGP of Rs. 8000/- shall not be eligible to move to the next Pay Band and designated as Associate Professor, unless they possess the mandatory Ph.D. qualification and experience as well as research papers publications in SCI/AICTE/UGC listed journals prescribed by per AICTE/University norms, as well as go through the regular faculty selection process (UGC) and get selected by the Selection Committee.
- c) An existing Assistant Professor appointed before the implementation of VI Pay Commission Pay Scale, subsequently acquires the prescribed PhD qualification and teaching experience shall not be eligible for the post of Professor directly based on the number of years of total teaching experience, unless he/she gets first selected to the post of Associate Professor and completes the requisite number of years in the post of Associate Professor and gets selected to the post of Professor in the regular interview.

7.2.8 Satisfactory Performance/Conduct and Behaviour meeting the expectation of the Management is a prerequisite.

7.2.9 Following form should be filled in by the candidates who consider themselves to be eligible for getting the promotion under Career Advancement. This will help the Committee in the process of the finalization of Career Advancement.

1	Name	
2	Designation	
3	Date of Joining	
4	Record of long leaves taken	

5	Record of Maternity Leave	
6	Total experience in the Institute (barring the leave period under (4) and (5), above)	
7	Papers Published	
I	In the Journals as notified in the Revised Norms for Career Advancement	
ii	Papers published in the Regional Conferences organized by IEEE	
iii	Papers published in any other journal than those specified in the Revised Norms for Career Advancement	
8	Any other information which you feel necessary in support of your claim	

7.3 Career Advancement of non-teaching staff

The institute has laid down the following policy for the career advancement of the non-teaching staff:-

- i. Non-teaching staff (technical/administrative), other than Institute's Librarian, who have completed 10 years of continuous service in the institute without a break, will be granted one special increment in their existing Pay Band (Pay in Pay Band and Grade Pay) as per Sixth Pay Commission Pay Scale, provided their performance, commitment and conduct are satisfactory and meet the expectation of the Management. This special increment will be over and above the Annual Increment, if due.
- ii. In the case of the institute's Librarian who has completed 10 years of continuous service, since the pay scale and salary structure is the same as that of 'Assistant Professor' as per the VI Pay Commission pay scale, his/her 'Academic Grade Pay' (AGP) shall be raised to the next higher level in the existing pay band, subject to fulfilling the other conditions mentioned in point no. i) above.
- iii. All non-teaching staff (technical/administrative) other than the Librarian, on completion of 15 years of continuous service in the institute will be given 15% (maximum) increase in their 'Grade Pay' (GP), in the existing Pay Band, subject to their satisfactory performance, commitment and conduct meeting the expectation of the management.
- iv. Similarly, in the case of institute's Librarian on completion of 15 years of Continuous service in the institute, his/her Academic Grade Pay (AGP) shall be raised to the next higher level, provided he/she fulfils other criteria mentioned in point no. i) above.

7.4 Policy for calculating continuous service in the institute

For the purpose of calculating 'continuous service' in the institute, the following guidelines shall be applicable:

1. The period of continuous service in the institute, shall be calculated starting from the **date of probation appointment**.
2. The period of **long absence from duties without pay for whatever reason** for more than 6 months, except study leave, **shall be excluded** while arriving at the total period of continuous service, for the purpose of calculating gratuity.

7.5 Policy for Annual increments :-

- i. Annual increments in salary as per rules are normally granted to the confirmed and probationer staff members (excluding ad-hoc/temporary) subject to satisfactory overall performance and conduct. To synchronize with the new academic year, the annual increments are paid in the salary for the month July every year to coincide with the new academic year, provided they have put in at least 6 months' continuance service during the preceding academic year and also subject to their satisfactory performance meeting the expectation of the management. For the purpose of calculating the requisite period of 6 months service, all type of study leave, leave without pay etc. are excluded. However, paid maternity leave shall be considered.
- ii. The annual increment is not a matter of right and the Competent Authority shall be within its rights to withhold or reduce the annual increment amount of any member of the staff on grounds of unsatisfactory performance, attendance, punctuality, bad behaviour or any misconduct and/or for such or similar reason.
- iii. In the case of contractual staff, annual increment shall be paid as per prevailing norms at the rate of 10% of their existing gross pay, but only after completion of one year of continuous uninterrupted service in the Institute, provided the contract is renewed for a further period and also subject to satisfactory performance meeting the expectation of the management.
- iv. Confirmed 'Assistant Professors' (Revised designation Associate Professor) with M.E./M.Tech qualification, must complete their PhD in the relevant discipline/branch, within a period of 7 years of their revised

designation as Associate Professor, failing which their further increments/salary rise shall stop.

- v. Existing confirmed/probationer 'Lecturers' (Revised designation Assistant Professor) teaching Basic Science and Humanities subjects, without the prescribed mandatory NET/SET qualification, shall not be eligible for normal annual increment unless and until they obtain NET/SET qualification.

8.0 Policy regarding incentives for acquiring PhD (Technology) while in service.

- i. Confirmed teaching faculty members who complete full time PhD degree course while in service, with prior written permission from the Competent Authority shall be granted 2 (two) non-compounded advance increments, if such PhD is in the relevant branch/discipline and has been awarded by a University recognised by UGC or IIT/NIT or any such Institution of similar ranking, provided they have completed their PhD within 4 years from the date of admission to the PhD course with respective Institute /University, including the period of prescribed course work and evaluation. If not completed PhD within 4 years from the date of admission, they shall not be granted any increment.
- ii. Since NET/SET qualification for teaching Basic Science and Humanities subjects is mandatory at the entry level, no special increment shall be given to the existing faculty members who acquire NET/SET qualification while in service.
- iii. In Science and Humanities, faculty members teaching Science and Humanities subjects and Engineering Mathematics shall not sponsor PhD since it is not required nor necessary.
- iv. Teaching faculty members, who are appointed with PhD qualification for any post as per the minimum prescribed qualification by AICTE/University for that post, shall not receive any additional increments for PhD qualification.
- ii. Non-teaching confirmed/probationer technical staff who acquire higher qualification while in service, with the written permission from the Competent Authority, may be given one increment in their existing salary at the sole discretion of the Management and not as a matter of right but merely as a token of appreciation, even though the said higher qualification may not be required for the job they are appointed. Further, their higher qualification will not entitle them for any promotion to higher post unless due procedure is followed and clear vacancy exists for such a position and is recommended in the regular interview by the Selection Committee.

9.0 General Working Conditions

9.1 Work Hours/Work Days

- i. All members of the staff shall observe the work hours/days as applicable to their respective category in the Institute and as may be communicated by the Management from time to time. Any increase in working hours/days shall not attract additional remuneration.
- ii. Currently the working hours/days are as follows:
 - a) Monday to Friday - 9.00 a.m. to 5.00 p.m. or as per time table assigned.
 - b) 1st, 3rd and 5th Saturdays – 9.00 a.m. to 4.00 p.m. (for all)
- iii. The duty hours are inclusive of 45 minutes staggered Lunch Break.
- iv. The working hours/days/pattern may be altered/changed by the Competent Authority by a Notification.
- v. The following norms shall be generally applicable and followed by the teaching faculty with regard to 'Teaching Contact Hours' including lectures, tutorials, practical and projects:
 - a) Principal - 4 hours per week
 - b) Head of the Department – 8 to 10 hours per week
 - c) Professor – 10 to 12 hours per week
 - d) Associate Professor - 14 hours per week
 - e) Assistant Professor - 16 to 18 hours per week

9.2 Attendance

It is mandatory to report to work on time and record attendance both IN and OUT. All staff members are required to be at their workplaces on time and remain till the end of the shift. Coming late/leaving early without permission is a serious offence liable for strict disciplinary action.

9.3 Late reporting or early leaving

- i) Any staff member reporting late for duty for more than 10 minutes or leaving early without the written permission from the Competent Authority, on more than 3 occasions in a month, shall lose half day's casual leave which will increase in the same proportion for every subsequent 3 occasions.

ii) A staff member reporting late for duty or leaves early from work by more than one hour (60 minutes), without the written permission from the Competent Authority, shall lose half day's casual leave for each occasion.

iii) All such written permissions from the Competent Authority mentioned under Clause No.9.2 Sub-clause ii and iii above, shall be submitted to Accounts staff on the same day failing which it will be presumed that no such permission was given by the Competent Authority and the above rule shall be enforced.

iv) Habitual late reporting on duty or early leaving will also amount to misconduct and Management shall take strict disciplinary action as deemed fit.

v) In case a staff member has failed to record his/her attendance through oversight, he/she shall regularise the same either on the same day or following working day by giving a letter duly authorized by the Competent Authority to the Accounts section.

vi) If any member of the staff (teaching/non-teaching) remains absent without the permission of the Competent Authority is liable for disciplinary action such as loss of one Casual Leave/Sick Leave or a day's salary.

vii) If any member of the staff remains absent without permission of the Competent Authority for more than 10 (Ten) consecutive days, he/she shall automatically lose his/her lien on the job.

9.4 Outdoor duty:-

i. Outdoor duty (O.D.) may be sanctioned only for official work (any work related to the Institute or University only). Faculty members deputed by the Institute for training courses/seminars (STTP) in their own domain as a part of training, with the written permission of the Competent Authority will be eligible for OD. No OD shall be sanctioned for attending any conference/paper publication, if it is related to and a necessary requirement of his/her PhD thesis.

ii. Faculty members deputed for STTPs with the permission of the Competent Authority are reimbursed 50% of the course fee as per prevailing practice. However, they shall bear the expenses for their travelling and other miscellaneous expenses connected with the training.

- iii. A staff member required to go on Outdoor Duty from the Institute or directly from home without recording attendance in the Institute, must regularize his/her absence either for the full day or part of the day, by filling in the prescribed outdoor duty form and submit the same to the Accounts section duly sanctioned by the Competent Authority, along with proof of the outdoor duty. Failure to regularize the absence while on outdoor duty will result in marking the same, as leave without pay.

9.5 Weekly Off: -

Sunday shall be the Weekly Off for the Institute. However, the Management reserves the right to change the weekly off or introduce staggered weekly off system in respect of an individual member of the staff or class of staff members (teaching or non-teaching) depending on need and keeping in view the academic interest of the students viz: Examination, Practical, Assessment of students papers, Admissions etc., at any time in future by issuing a suitable communication. A staff member will not be entitled to any additional compensation for working on such changed weekly off day.

9.6 Paid Holidays: -

Presently the Institute grants paid public holidays in a calendar year, as declared by the University of Mumbai. However, the Management reserves the right to make changes either in the number of holidays or cancel/substitute a holiday as the case may be depending on specific needs of the Institute taking into consideration the interest of the students.

9.7 Vacation

- i. All confirmed teaching faculty members and probationers after completing 3 (three) semesters continuous service are eligible for taking vacation, subject to completing the work assigned by the respective HOD/Principal.
- ii. The calendar for an academic year including vacation shall be as fixed by the University from time to time.
- iii. It is mandatory that Vacation as per entitlement should be taken at a stretch without breaks in between.

- iv. If any faculty member is called for any important work during the vacation with the approval of the Principal & Director, their vacation can be extended by those many days, but not beyond the end of the vacation period.
- v. Vacation will automatically lapse if not consumed before the last day of vacation. However, if vacation is not permitted by the Competent Authority, in only in such a case half of unutilized vacation will be converted to Earned Leave as per rules.
- vi. A teacher, other than the Principal, is entitled to 60 days of vacation during the period of 12 months commencing from the beginning of the academic year.

9.8 Leave Facilities

9.8.1 General

- i. All leave shall be calculated on the basis of calendar year from 1st January to 31st December every year.
- ii. No leave can be claimed as a matter of right. All leave requires specific sanction from the Director/Principal as per leave sanctioning procedure. Discretion to grant, refuse, revoke or cancel leave already granted depending on exigencies, lies with the sanctioning authority.

9.8.2 Casual Leave

- i. Every staff member (permanent/probationer) is entitled to get maximum 8 (eight) days casual leave in a calendar year. Members of the staff joining on probation in between the calendar year will be granted casual leave on pro-rata basis.
- ii. Casual leave cannot be combined with any other kind of leave except half day casual leave (post noon) preceding earned leave.
- iii. Casual leave cannot be taken for more than four days at a time. It may be either prefixed or suffixed with holidays or Sundays provided the total period absence including holidays/closed days and weekly off doesn't exceed four days at one time.
- iv. Casual leave can be granted for half day.
- v. Casual leave can neither be accumulated nor encashed.

- vi. Casual leave shall be applied for in advance in writing. However, in exceptional circumstances where leave cannot be applied for in advance before the leave begins, the staff member may apply for the sanction subsequently i.e. *post facto*. In exceptional circumstances leave sanctioning authority may grant *post facto* sanction of casual leave. If the leave sanctioning authority is not satisfied about the exceptional circumstances, the casual leave availed of without prior permission may be treated as leave without pay or unauthorized absence.
- vii. Mass casual leave shall not be treated as casual leave but misconduct and will be dealt with accordingly.
- viii. Leave Sanctioning Authority may refuse to grant casual leave depending on the exigencies of work or if the reason does not appear to be genuine.
- ix. If no casual leave is balance in the account of a staff member, the Director may at his sole discretion grant leave without pay.

9.8.3 Earned Leave

- i. The Principal being an administrative, academic head of the Institute shall be treated as a non -vacation teacher and shall not be entitled to vacations to which teachers are ordinarily entitled. He/she shall, however, be entitled to 30 days of earned leave and subject to a maximum accumulation limit of 120 days.
- ii. If a teacher is refused vacation either in full or part due to his/her responsibilities in the Institute by the Competent Authority (Director), then the unutilized vacation due to the teacher will be converted into Earned Leave equal to one half of such unutilized vacation (as per clause No.9.7. v above), provided however, such leave cannot be accumulated for more than 120 days as the maximum accumulation limit for earned leave is 120 days.
- iii. All the confirmed permanent non teaching staff are entitled to 30 days of Earned Leave in a year worked out on the basis of 1/11th of the working period, excluding leave period.
- iv. Unutilized earned leave at the end of the calendar year shall be carried forward to the following calendar year subject to accumulation limit of 120 days, except in the case of contractual staff.
- v. Earned Leave can be accumulated upto maximum 120 days. Leave in excess of 120 days shall automatically lapse except in case where leave is applied for and has been refused by the Competent Authority due to contingencies of work in the Institute. In such eventuality only the leave in excess of 120 days arisen due to non- sanctioning of leave applied for,

shall be en-cashable, with the special written permission of the Competent Authority, so as to maintain the accumulation limit of 120 days.

- vi. Application for earned leave shall be submitted to the “Leave Sanctioning Authority” (Principal and Director) at least 15 days in advance.
- vii. The maximum earned leave that may be applied for at a time, shall not exceed 60 days.
- viii. Earned leave shall not be applied for less than 3 days at a time and not more than 3 times in a year.
- ix. All accumulated earned leave (i.e. max.120 days) as per rules, is en-cashable only at the time of retirement on attaining the age of superannuation from the Institute.
- x. The cash equivalent for the purpose of encashment of earned leave shall be only Basic Pay + Dearness Allowance.

9.8.4 Sick Leave

- i. All confirmed members of the staff (teaching & non-teaching) are entitled to 7 days of sick leave with full pay on medical grounds.
- ii. If a staff member reports sick for more than three consecutive days at a time, he/she shall be required to produce a medical certificate from a Government Medical Officer or a Registered Medical Practitioner, along with the leave application which may be sent through a messenger, courier or by registered post. The Institute shall have at all times a right to verify the medical certificate produced by the member of the staff. If such verification does not satisfy the Competent Authority that the sick leave applied for is not on proper medical grounds, the Institute may refuse to grant such sick leave.
- iii. If the Competent Authority feels that the Medical Certificate produced is false or doubts the genuineness of the same, they may call for all medical reports and also require such staff member to get himself/herself examined by the panel doctor of the Institute, whose opinion shall be final and binding on the Institute as well as the staff member.
- iv. At the time of rejoining duty after sick leave for more than 3 consecutive days, the staff member shall produce a certificate of fitness obtained from the Government Medical Officer or from a Registered Medical Practitioner approved by the College.

- v. Unutilized sick leave shall be carried forward to the following year subject to a maximum accumulation limit of 15 days except in the case of contractual staff members. Any sick leave beyond the accumulation limit shall automatically lapse.

9.8.5 Maternity Leave

The entitlement of 'Maternity Leave' shall be as per the provisions of the 'Maternity Benefit (Amendment) Act, 2017, effective from 1/4/2017.

In the light of the above, the maternity benefit will be as under:

i. A woman having two or more surviving children, shall be entitled to maternity benefit of 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery;

ii. A woman having no child or only one surviving child shall be entitled to maternity benefit of 26 weeks of which not more than 8 weeks shall precede the date of her expected delivery;

iii. In the case of miscarriage or Medical Termination of Pregnancy (MTP) subject to the provisions of Medical Termination of Pregnancy Act, 1971 a woman shall be entitled to maternity benefit for a period of six weeks immediately following the day of her miscarriage or MTP as the case may be, subject to production of a medical certificate from a registered medical practitioner.

iv. Any other benefits which are not specifically listed above, if applicable shall be as per the provisions of the Maternity Benefit (Amendment) Act, 2017.

v. For a woman to be eligible to receive maternity benefits is that she should have actually worked in the establishment for a period not less than 80 days in a period of 12 months immediately preceding the date of her expected delivery.

vi. During such period a woman shall be paid leave salary equal to the pay drawn immediately before proceeding on maternity leave.

iv. Any increment/salary increase which may fall due to a lady staff member during the maternity leave period shall be effective prospectively without any arrears, only after resumption of duty.

v. In the case of a lady teacher entitled to vacation, if the delivery takes place during the vacation, maternity leave shall not run concurrently with the vacation and will commence from the date of the delivery. Unconsumed vacation leave as on date of delivery shall be added to balance vacation leave.

vi. Leave in continuity of maternity leave with or without pay

Confirmed/Probationer lady staff members who are sanctioned maternity leave as per the prevailing maternity leave rules of the College/Institution, in case they are compelled to extend their leave due to medical reasons for the following semester as well, must submit a written application to the Director supported by medical certificate, at least 2 months in advance of the start of the next semester. Those lady staff members who fail to submit the application at least 2 months in advance, will not be permitted to extend their leave for the semester that follows.

9.8.6 Leave for Contractual Faculty/Staff

Contractual faculty/staff after completion of one year of continuous service subject to renewal of their contract will be entitled to the following leave facilities:

- i) Earned Leave (EL) – 20 days (annual pro-rata basis)
- ii) Casual Leave (CL) – 8 days (annual pro-rata basis)
- iii) Sick Leave (SL) – 7 days (annual pro-rata basis)

The contractual faculty/staff are not permitted to carry forward any type of leave and unconsumed leave of any type at the end of the calendar year (31st December) will automatically lapse.

9.8.7 Leave for Ad-hoc/temporary staff

Ad-hoc/temporary staff (teaching/non-teaching) are entitled to 12 days of leave (all inclusive) per annum pro-rata basis, during the period of ad-hoc engagement.

9.8.8 Leave Without Pay

A member of the staff who has exhausted all type of entitled leave may be sanctioned Leave Without Pay for genuine valid reasons, by the Competent Authority at its sole discretion and not as a matter of right. However, if such absence is not regularized by following the leave procedure, it shall not be automatically considered as leave without pay, but absence without permission/unauthorized absence and liable for disciplinary action. If any member of the staff fails to regularize his/her absence by applying for leave with/without pay as the case may be, by the end of the month, then his/her salary for that month shall be withheld.

9.8.9 Leave during the notice period

Physical attendance of the staff member in the institute during the notice period is compulsory. However, in exceptional circumstances such as lockdown due to pandemic or any natural calamity where physical attendance is not possible, the requirement of physical attendance may be waived by the Competent Authority. Effective from the date the resignation is accepted by the Competent Authority, all leave entitlement ceases and all types of accumulated/balance leave if any, even if pre-sanctioned, shall stand automatically forfeited.

9.8.10 Leave Sanctioning Procedure

- i. Vacation/Earned Leave as per entitlement, should be planned in advance and may be availed during the Semester breaks only, so as not to disturb the normal academic activity. This applies to all teaching as well as non-teaching technical staff.
- ii. Any member of the staff who wants to proceed on Earned Leave, Vacation and/or Maternity Leave shall get his /her leave approved from the Competent Authority at least 15 days before proceeding on leave.
- iii. If any staff member, fails to inform the Competent Authority and remains absent without permission for more than 10 consecutive working days is liable to lose lien on his/her appointment.
- iv. Even where the leave has been sanctioned, the Competent Authority is empowered to cancel/prepone or postpone the same at any time depending upon the exigency of work and taking into consideration the interest of the students and the institute.
- v. The Competent Authority for different kinds of leave for all employees shall be as under:
 - a. All kinds of leave to the Principal shall be approved by the Director
 - b. All types of leave only upto 3 days for the teaching faculty can be approved by the Principal. Any type of leave for more than 3 days at a time or in combination/continuation with or without gaps with any other type of leave such as SL/CL/EL/closed Saturdays, weekly off, Leave Without Pay, shall be approved by the Director only.
 - c. All kinds of leave to Administration staff shall be approved by both the Principal & Director irrespective of the number of days.

- vi. In the absence of the Director, the Dy. Director is ex-officio is authorized to sanction leave.

9.8.11 Leave Salary:-

Leave salary shall be the monthly basic pay and allowances to which an employee is normally entitled, immediately before the commencement of leave.

9. 8.12 Employee Leave Card:-

Leave Card is maintained calendar year wise a copy of which may be retained by the staff member. Members of the staff shall apply for all types of leave in the College Leave Card only and after obtaining the approval by the Leave Sanctioning Authorities, shall immediately submit the original to the Accounts section.

10.0 Sponsorship norms for PhD (Technology) course & Study Leave

10.1 Eligibility/Guidelines for selecting institutes/colleges for pursuing Ph.D. (Technology) degree course by SFIT teachers while in service.

The following norms and guidelines shall be followed by SFIT teachers while in service, for selecting institutes/colleges for pursuing Ph.D. (Technology) degree course by SFIT teachers while in service.

- a) They should try for PhD in IITs, NIITs or institutes of similar ranking/standing as decided by the Management, as the first option. In case they are selected in such institutes, then the existing limit on the period of study leave without pay may be relaxed, depending on the actual requirement of such institutes.
- b) In case they don't succeed in getting admission in such institutes as first option, then the second option shall be SFIT or reputed Autonomous institutes such VJTI and SPIT in Mumbai.
- c) Even after trying the first and second options if they still don't succeed in getting selected for PhD course, then the third and the last option could be any other institute/college under the University of Mumbai but to be decided by the Management, after getting the details of such an institute in advance from the aspiring candidate. In this last option, other autonomous institutes in Mumbai approved by the University of Mumbai and also NMIMS (Deemed to be University) in Mumbai would be considered. The criteria for deciding such institutes in the third option, will be based on:

- i) Area of PhD research

ii) Prospective guide's profile

iii) Contribution to department/institute for research

d) Only full time PhD Courses are permitted and therefore any other type of PhD courses such as Part-time, Distance, Modular etc. are specifically ruled out.

e) The upper age limit for applying for PhD for all SFIT teachers should not be more than 46 years of age, to ensure their usefulness to the institute after PhD.

f) Before applying for PhD to any institute/college, including SFIT, prior written approval from the Director is a pre-requisite. NOC by the college after getting selected will not be issued if this important requirement is not met, as a first step.

g) Only confirmed teachers having Master's Degree in Engineering who have completed minimum 5 years of continuous service from the date of probation without a break in the institute, are eligible to apply for PhD (Technology).

h) Teachers teaching Basic Science and Humanities subjects (Applied Chemistry, Applied Mathematics, Applied Physics, English Communication Skills) should first obtain NET or SET qualification, in their respective area of discipline, before seeking permission for PhD. The need for PhD teachers in Basic Sciences and Humanities subjects if any, will be decided by the Management.

i) The number of teachers to be permitted for pursuing PhD (Technology) from each department will be decided by the Management as per actual need of PhD teachers in the department/institute.

j) In the selection of deserving candidates to permit for applying from the same department if there is a tie between two or more candidates, it shall be decided based on seniority in the College/Institution, other criteria being equal. As a rule, maximum two faculty members from each department may be permitted to avail sponsorship for PhD (Technology) in an academic year.

10.2 Terms of Sponsored Study Leave

Study Leave for acquiring PhD while in service of the institute shall be **LEAVE WITHOUT PAY** as per the terms and conditions given in the following table:

(1) Period of study leave	(2) Bond period	(3) Liquidated damages if bond is not fully/partly
12 months (minimum.) 18 months (maximum)	2 (two) years after receiving PhD degree certificate issued by the affiliated University, IIT, Autonomous Institute. (Date of provisional certificate).	24 months gross salary, less 30% (applied pro-rata based on balance bond period, details as per Agreement –cum-Service Bond executed)

10.3 General rules for sponsorship for PhD (Technology) degree

i. It is mandatory for all faculty who pursue PhD to execute an Agreement-cum-Service Bond with the Institute and serve the institute for a minimum period of 2 years (24 months) after receiving PhD (Technology) certificate (Provisional). The Agreement-cum-Service Bond shall be executed before confirming the admission to PhD Degree course.

ii. The faculty member, who has executed the Agreement-cum-Service Bond, shall subsequently communicate in writing the period of study leave with dates that should start and end to coincide with the academic term/year which should be applied by filling the Leave Card as per leave sanctioning procedure. This is necessary to prevent disruption of academic and related activities in the interest of students and the institute as well.

iii. At any point of time, not more than two faculty members from the same department shall be permitted to be on study leave at the same time.

iv. The concerned faculty member shall re-join his/her regular duties in the institute immediately on the expiry of the sanctioned leave period on the same basic pay drawn at the time of proceeding on study leave. No increments/increase in salary will be considered during the study leave period and if any such increments fall due during such period, the same shall be considered prospectively only after re-joining the Institute on completion of the study leave period.

v. During the period of study leave, the faculty member shall subject himself/herself to the appropriate directives of the HOD/Principal/Director and report from time to time, the progress of the Ph.D. programme of St. Francis Institute of Technology (Engg. College), with documentary proofs, material, information etc. to the satisfaction of the Second Party.

vi. The college Management shall always have a right to follow up with the Institute in which the sponsored candidate pursues PhD with regard to the candidate's attendance, progress, conduct/behaviour and overall performance.

vii. Teachers on acquiring PhD degree are required to submit to the Institute Library, copy of their PhD thesis as well as research papers published in National/International journals/conferences within a period of 30 working days and submit an acknowledgement from the Librarian to the Director failing which no benefits, monetary or otherwise, if any on account of acquiring higher

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qualification, shall be granted till such time the documents as mentioned above are submitted.

viii. If a faculty member leaves the organization before completing the bond period or without paying the liquidated damages stipulated in the Agreement-cum-Service Bond, he/she shall not be issued 'Experience-certificate-cum-Relieving Letter.'

ix. In the event of a clash between the Service Rules and the terms and conditions of 'Agreement-cum-Service bond' executed by the sponsored candidate before proceeding on study leave, the terms and conditions mentioned in the 'Service Rules' and amended by any subsequent notification from time to time shall prevail.

x. Notwithstanding the above norms, the Management reserves the right to change, alter and modify any or all the terms and conditions mentioned the 'Agreement-cum-Service bond'.

10.4 Remuneration to PhD guides

The remuneration payable to approved PhD guides in the institute will be Rs. 25,000/- per student/per year from the date of admission, upto a maximum period of 4 years, including conducting course work. This payment is made subject to the PhD guide takes normal teaching load and other administrative functions in the department.

11.0 Training Programmes, STTP, Workshop, Seminar

- i. The management expects that all its staff members continuously upgrade their knowledge and skill levels with the latest developments in the field of science and engineering and technology. It is therefore expected that teachers not only participate in workshops, seminars and Short Term Training Programmes (STTPs) conducted outside, but they themselves organize and conduct such workshops, seminars and STTPs for our teaching and non-teaching staff in the Institute as well as for outside participants.
- ii. Staff members are required to take prior sanction in writing from the Director before registering for outside workshops, seminars, STTPs etc. Permission shall be granted only for such learning programmes, which in the opinion of respective HODs, are useful for the Institute. Hence, it is required to obtain their prior approval before approaching the Director for necessary sanctions.
- iii. Whenever staff members are deputed for outside Workshops, Seminars, STTPs etc besides granting full attendance on such days as outdoor duty, 50% of the course fee shall be reimbursed by the Institute.

- iv. Staff members after attending any such training programme, are required to submit a write up on the same to the Library within in 15 days of the programme, through their respective HODs. HODs shall assess the content of the written material and make his/her comments on it, before it is submitted to the Library.

12.0 Staff Performance Appraisal System.

- i. Performance Appraisal and evaluation of the teaching faculty as well as of non-teaching technical staff shall be carried out twice in an academic year at the middle of each semester/term. The Institute has introduced a system for performance appraisal and evaluation of teachers by (a) Evaluation by students (b) Self-evaluation (c) Evaluation by HOD (d) Feedback by the Principal/Director.
- ii. The performance evaluation of every teaching faculty member and technical staff is discussed by the HOD at each mid-semester/term during the academic year together with the feedback given by the students. During this meeting, strengths and areas of improvement of each teacher/technical staff are also discussed, and suitable training needs/courses are jointly identified to bridge the competency gaps and later followed up by the HOD for imparting the required training inputs.
- iii. The feedback from students is also taken for the performance evaluation of administrative functions and infrastructure facilities namely, Accounts, Examination Cell, Library, Office and Training & Placement, Cafeteria, along with teaching faculty & Technical Staff.
- iv. In addition to the above, a separate 'Performance Based Appraisal System' used to calculate 'Academic Performance Index' (API) of teaching staff only. The form is prepared as per UGC norms consisting of:
 - I. Teaching, learning and evaluation related activities (*Self –Assessment*)
 - II. Co-curricular, Extension and professional development related activities
 - III. Research and academic contributions

13.0 Grievance Redressal mechanism for staff.

Any member of the staff if he/she has any grievance regarding his/her academic or academic related administrative issues is free to approach the HOD and the Principal and for matters related to service conditions or any other issue, the Director of the institute.

14.0 Miscellaneous

14.1 Wearing of Identity Badges: All employees who have been issued Identity Badges are required to wear and display them on their person at all times while they are in the Institute premises. Teaching faculty members shall also ensure that students wear their Identity Badge in the college campus.

14.2 Dress Code: All employees shall wear decent clothes. Wearing of revealing or tight clothes, sleeveless tops, T-shirts as well as caps is not permitted. Gents are not allowed to wear jeans, ear rings, keep long hair/pony tails, do body piercing/tattoos etc.

14.3 Religious practices and personal beliefs: Religious practices and personal beliefs of an employee are purely personal and shall not be manifested in whatsoever manner

14.4 Remuneration for Examinership: The teachers shall be entitled to remuneration only in respect of examinations conducted by the Mumbai University or by the Institute on behalf of the University. For internal assessment/home examinations/unit tests being conducted by the Institute at present or which may be introduced as a measure of examination reforms (including the semester system), no remuneration shall be payable to the teachers irrespective of the fact whether the marks obtained by a student in such internal assessment/home examinations/unit tests are to be taken into account while declaring the final results of the student.

14.5 Service Book: A service book shall be maintained in respect of each staff member in the prescribed format.

14.6 Seniority of Teachers

Seniority of the teachers working in the College shall be determined as below:

(1) The Principal/Director of the College/Institution shall be the senior most teacher.

(2) The Professor shall be senior to the Associate Professor and the Associate Professor shall be senior to the Assistant Professor.

(3) The full-time teacher shall be senior to part-time teacher.

(4) Seniority of teachers in the College/ Institute shall be determined on the basis of the date of joining (probation date) and length of continuous service in the Institute under the same category;

(5) In case if more than one teacher from the same cadre join the duties on the

same day in the College/Institution, the seniority shall be decided based on their date of birth.

14.7 Release from service: An staff member shall stand automatically released from the service of the Institute as per the terms and conditions stipulated in the letter of appointment or such other rules subsequently framed and made applicable to the employees.

14.8 Handing Over Charge:-A member of the staff before leaving the services of the Institute, shall hand over proper charge of his/her post/department to a duly authorized person and shall return to the Institute/Library/Department all books, furniture, materials, equipments, identity card etc. issued to him/her and shall pay up in full all charges dues. If he/she fails to do so, the Institute shall recover the amount due from such teacher on account of the above items from his/her final dues. The last salary/dues if any shall be paid to the teacher concerned, only after college clearance certificate in the prescribed format duly filled and signed by all concerned, is submitted to the Accounts section.

14.9 Super Annuation/Retirement Age:- The superannuation/retirement age for the Principal shall be 62 years, for the teaching faculty 60 years and for all other staff, it shall be 58 years.

14.10 Contributory Provident Fund (CPF) :- All confirmed members of the staff as well as those on probation shall be covered under the provisions of the 'Employees' Provident Fund and Miscellaneous Provisions Act, 1952.'

14.11 Employees' Group Gratuity-cum-Life Assurance Scheme (GGCA):- All confirmed members of the staff shall be covered under the Group Gratuity-cum - Life Assurance Scheme (GGCA) of Life Insurance Corporation (LIC) of India. The benefits on leaving service shall be applicable to the employees covered under Scheme, after completion of 5 years of continuous/uninterrupted service in the Institute, calculated from the date of Probation. Long absence from duty with or without pay exceeding 6 months for whatever reason except Study Leave, shall not be accounted for continuous service for eligibility for gratuity. Other benefits of the above scheme and the obligations arising thereof, shall be separately communicated to the employees. However, the Management reserves the right to switch over to any other scheme which may be more beneficial to the employees, in future.

14.12 Non – Liability Certificate: All service benefits shall be granted to the employees only after a non- liability certificate has been issued by the Director.

15.0 **Duties of Teachers**

- i. A teacher shall comply with the provisions of the Act, Statutes, Ordinances, Regulations, Rules and other directions or orders issued

there under from time to time by the Principal / Management, University/AICTE and the Central and State Governments.

- ii. A teacher shall engage classes regularly and punctually and impart such lessons and instruction, do such internal assessment / examination evaluation as the Head of the Department (HOD) / Principal shall allot to him/her from time to time and shall not ordinarily remain absent from work without prior permission or grant of leave.
- iii. A teacher shall help the HOD/Principal to enforce and maintain discipline amongst the students.
- iv. A teacher shall perform any other co-curricular and extra-curricular work related to the Institute as may be assigned to him/her from time to time by the HOD/Principal/Director of the Institute without any extra remuneration.
- v. In addition to the above work, the teacher shall spend the remaining time on guiding the students, preparation of technical research and/or investigation, extra-curricular activities of students and assisting the administration of the Department in the maintenance of equipment, laboratories, developing and updating the work in respect of discipline, to keep in tune with the technical advancements, library work, visiting outside organizations and institutions required and assisting Central Administration whenever required in the interest of the students of the institution and in the building up of high standard of academic and administrative set up.

16.0 Improper Conduct

(1) The teacher shall perform all his/her duties faithfully and will not avoid his/her responsibility. The following lapses would constitute improper conduct on the part of the teacher:

(a) Failure to perform his/her academic duties such as lecturing, demonstrating, assessing, invigilating, etc.

(b) Gross partiality in assessment of students, deliberately over/under marking or attempt of victimization on any grounds.

(c) Inciting or instigating students against other students, colleagues, administration. (This does not interfere with his/her right to express his/her differences on principles in seminars or other places where students are present.)

(d) Raising or exploiting questions of castes, creed or religion, race or gender in his/her relationships with the students and his/her colleagues and trying to use the above considerations for improvement of his/her prospects.

(e) Refusal to carry out the decisions of appropriate authorities, officers, administrative and academic bodies of the College/Institution.

(f) Accepting tuitions, conducting/participating in private coaching directly or indirectly or any classes or courses in any manner.

(g) Involvement in non-academic activities directly or indirectly such as

i) Writing of questions-answers, guides, key, likely questions, cyclostyled or photocopied notes, etc.

ii) Undertaking of any office of profit, agency.

(h) Intoxicating drinks or drugs in force in any area in which he/she may happen to be for the time being;

(i) Consume any intoxicating drink or be under the influence of any intoxicating drink or drug during the course of his/her duty; and the performance of his/her duties at any time is affected in any way by the influence of any such drink or drug;

(j) Consuming any intoxicating drink or drug and appearing in a public place in a state of intoxication, unable to control his/her behaviour.

Explanation : For the purpose of this rule, “Public Place” means any place or premises (including conveyance) to which the public have or are permitted to have access, whether on payment or otherwise.

17.00 Code of Professional Ethics

(1) The teachers and their responsibilities:

Any person who takes teaching as profession assumes the obligation to conduct himself/herself in accordance with the ideals of the profession. The teacher is constantly under the scrutiny of his/her students and the society at large.

Therefore, every teacher shall see that there is no incompatibility between his/her precepts and practice. The national ideals of education which have already been set forth and which he/she should seek to inculcate among students must be his/her own ideals, duly reflecting in his conduct. The profession further requires that the teacher shall be calm, patient and communicative by temperament and amiable in disposition.

A teacher shall :

(i) adhere to a responsible pattern of conduct and demeanour expected of him/her by his/her peers and the community.

(ii) manage his/her private affairs in a manner consistent with the dignity of the profession.

(iii) seek to make professional growth continuous through study and research, writing and decent conduct.

(iv) express free and frank opinion by active participation at professional meetings, seminars, conferences, etc. towards the contribution of knowledge.

(v) maintain active membership of professional organizations, subscribing academic/subject periodicals, and strive to improve education and profession through them.

(vi) perform his/her duties in the form of teaching, tutorial, practical and seminar work conscientiously and with dedication.

(vii) co-operate and assist in carrying out functions relating to the educational responsibilities of the College/Institution and the University such as : assisting in appraising applications for admission, advising and counselling students as well as assisting in the conduct of University and College examinations, including supervision, invigilation and evaluation.

(viii) participate in extension, co-curricular and extracurricular activities including community service.

(b) Teachers and the students :

The teacher shall

(i) respect the right and dignity of the student in expressing his/her opinion.

(ii) deal justly and impartially with students regardless of their religion, caste, sex, political, economic, social and physical status.

(iii) recognize the difference in aptitude and capabilities among students and strive to meet their individual needs.

(iv) encourage students to improve their attainments, develop their personalities and at the same time contribute to community welfare.

(v) inculcate among students scientific, progressive and rational outlook and respect for physical labour and ideals of democracy, patriotism and peace.

(vi) be affectionate to the students and not behave in a vindictive manner towards any of them for any reason.

(vii) pay attention to only the attainment of the student in the assessment of merit.

(viii) make himself available to the students even beyond their class hours and help and guide them without any remuneration or reward.

(ix) aid students to develop an understanding of our national heritage and national goals, and

(x) refrain from inciting students against other students, colleagues or administration.

(c) Teachers and Colleagues:

The teachers shall always

(i) treat other members of the profession in the same manner as they themselves wish to be treated,

(ii) speak respectfully of other teachers and render assistance for professional betterment,

(iii) refrain from lodging unsubstantiated allegations against colleagues to higher authorities,

(iv) refrain from exploiting considerations of caste, creed, religion, race or gender in their professional endeavor,

(v) be thoroughly social and humane, democratic and rational, towards other teachers,

(vi) strive at any cost to remove and wash out the local tensions and controversies and disputes.

(vii) believe in union and unity of the colleagues.

(d) Teachers and authorities :

The teachers shall

(i) discharge their professional responsibilities according to the existing rules and adhere to procedure and methods consistent with their profession in initiating steps through their own institutional bodies and/or professional

organizations for change of any such rule detrimental to the professional interest.

(ii) not undertake any other employment and commitment including private tuitions and coaching classes;

(iii) co-operate in the formulation of policies of the institution by accepting various offices and discharge responsibilities which such offices may demand;

(iv) co-operate with the authorities for the betterment of the institutions keeping in view the interest and in conformity with dignity of the profession;

(v) should adhere to the conditions of contract;

(vi) give and expect due notice before a change of position is made; and

(vii) refrain from availing themselves of leave except on unavoidable grounds and as far as practicable with prior intimation, keeping in view their particular responsibility for completion of academic schedule.

(e) Teachers and nonteaching employees:

(i) the teachers should treat the non-teaching employees as colleagues and equal partners in a co-operative undertaking, within every educational institution.

(ii) the teachers should help in the function of joint staff council covering both teachers and the nonteaching employees.

(f) Teachers and guardians:

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

(g) Teachers and Society :

The teachers shall

(i) recognize that education is a public service and strive to keep the public informed of the educational programmes which are being provided.

(ii) work to improve education in the community and strengthen the community's moral and intellectual life.

(iii) be aware of social and economic problems and take part in such activities as would be conducive to the progress of society and hence the country as a whole.

(iv) perform the duties of citizenship, participate in community activities and shoulder responsibilities of public office.

(v) refrain from taking part in or subscribing to or assisting in any way, activities which tend to promote feeling of hatred or enmity among different communities, relations or linguistic groups but actively work for National Integration.

18.0 **Code of Conduct:**

- a) All members of the staff shall abide by and comply with the terms and conditions stipulated in their individual appointment letter as well as subsequent amendments from time to time and also shall be subjected to the code of conduct as laid down by the Institute as given below and modified from time to time.
- b) In all matters concerning the entire administration and general running of the Institute, the Director/Principal/HODs of the Institute should be respected and their decisions, carried out.
- c) Every member of the staff being an educator is expected to set a good example to the students in and outside the Institute. He / She must be clean, and tidy, modest and sincere above all patient and polite in speech and behaviour.
- d) Every member of the staff shall remain focussed on the all round development of the students, in accordance with the Vision & Mission statement of the Institute, without undue interference, and shall foster in them a spirit of respect, and gratitude towards authority, as well as love and respect for each other and the college in general.
- e) Every member of the staff shall maintain a high standard of discipline and train the students in honesty, good manners, polite speech and behaviour, by being a personal example of these qualities.
- f) All members of the staff shall be punctual in their duties and shall record the attendance in the Register or electronically before starting their work.
- g) A staff member who remains habitually absent without permission/intimation or is irregular in attending the duties shall be liable for disciplinary action.
- h) All the members of the staff shall be present in their respective place of work at least 5-10 minutes before time and shall not leave the premises during duty hours without the prior permission of the Competent Authority.

- i) The members of the staff shall not take out of the Institute, any documents, tools equipments and materials belonging to the Institute, or handover to the students or any unauthorized persons without prior permission of the Director /Principal.
- j) The behaviour of a staff member with students and with co - employees shall be modest, professional and becoming.
- k) A staff member shall communicate change in address if any during vacation, leave period or shifting of residence to the Director in writing.
- l) A member of the staff shall not use any drugs/intoxicating agents, drinks within the institute premises or be under the influence of any intoxicating drinks or drugs during the course of his/her duty.
- m) A staff member shall not refuse to accept, receive or take delivery of notice, or letters or any communication from the Competent Authority/ management and shall not refuse an order of transfer from one job to another, or from one department of the college to another department.
- n) Discussing irrelevant topics with the students or loose talk or criticizing any decision of the Management/Principal/HOD or any other member of the staff in front of the students, either inside or outside the classroom will be treated as breach of code of conduct.
- o) A member of the staff shall not use indecent language or making false allegations against Institute's Authorities, or speak in an abusive manner to co employees or to said authorities or others.
- p) Possessing firearms, explosive materials, weapons or any other article likely to cause danger or threat in the premises, detrimental to the security of the Institute, endangering the safety of staff and students and intimidating other employees by threat, pressures, or other means with a view to preventing them from attending their duties and obstructing the movement of goods, persons or vehicles pertaining to the activities of the institution will be treated as breach of code of conduct.
- q) Insubordination or disobedience, whether alone or in combination with others of any order of a superior authority or instigating others to insubordination or disobedience will be treated as breach of code of conduct.
- r) Tampering with the records of the Institute, falsification, defacement or destruction of any records of the Institute including those pertaining to the students or employees or attempt to do so shall be treated as breach of code of conduct.
- s) When a faculty member is called upon by the Management to take allied subjects or any other subject pertained to the course to another batch of students or whenever his/her help is required in absence of another staff he/she must do so.

- t) In addition to normal work of the Institute, staff shall be required to participate in co-curricular activities and to be readily available to help anyone and to take extra assignments that the HOD/Principal/Director find it necessary to assign.
- u) A staff member shall report for duty when leave has been refused or when leave has been cancelled.
- v) The staff members shall at all time maintain absolute integrity, and show devotion to duty, and shall not do anything which is unbecoming of an employee of the Institute. He/she shall ensure the integrity and devotion to duty of all employees under his/her control and authority for the time being.
- w) A member of the staff shall extend utmost courtesy and attention to all persons /students with whom he/she has to deal in the sphere of his/her duties. He/she shall strive hard to promote the interest of the Institute.
- x) A staff member, except in accordance with any general or special orders of the Competent Authority or in performance of his/her duties and in good faith, shall not communicate or cause to communicate directly or indirectly any official document or any part thereof or information to any person, within the Institute or outside, to whom he/she is not authorized to communicate such document or information, or to make any use thereof.
- y) The member of the staff shall not contribute to the Press any matter connected with the Institute without obtaining the prior written sanction of the Director or without such sanction make use of any document, paper or information, which may have come in his/her possession in his/her official capacity. He/she shall also not try to obtain unauthorized any information, document, paper which may not come in his/her possession in his/her official capacity, in order to make any use thereof. No employee shall act as the spokesperson of the Institute without prior written sanction from the Director.
- z) No staff member shall directly or indirectly take part in any activity or demonstration or movement which is considered by the Director to be prejudicial to the academic and administrative interests of the Institute.
- aa) No member of the staff without the express sanction of the Director, shall ask for or accept contribution, or otherwise associate himself with the raising of funds or other collections in cash or kind for his own benefit or otherwise.
- ab) No staff member shall accept or permit any member of his /her family or any person acting on his/her behalf to accept any gift in cash or kind for his /her own benefits from any person including another member of the staff or student or parent for a work to be done in connection with the Institute.

- ac) An staff member shall avoid accepting lavish or frequent hospitality from any student /parents/suppliers of the college, so as to invite discredit to the person/Institute.
- ad)The staff members shall not, by writing, speech or deed or otherwise indulge in any activity which is likely to incite or create a feeling of hatred or ill-will between different communities in India on religious, social, regional, communal or other grounds.
- ae) A staff member shall not discriminate against any student, staff etc on grounds of race, religion, caste, language belief or sex or for other reason of an arbitrary or personal nature and shall not incite students/teachers against other students or other teachers, colleagues or administration / Governing Body of the Institute.
- af) A teacher shall have freedom of thought and expression. He / She shall not misuse the facilities or forum of the college while exercising the freedom of academic thought or work, or hurt the feelings, sentiments and well being of others.
- ag) A teacher shall not refuse to carry out the academic and administrative decisions taken by the HOD/Principal/Director/Executive Committee/Governing Body.
- ah)A teacher shall not make use of the resources and / or facilities of the Institute for personal, commercial, political, religious purposes, or any other purpose not connected with the purposes of or the interest of the Institute.
- ai) A teacher shall not be partial in assessment of a student or deliberately over mark, under mark or victimize / discriminate students on any grounds whatsoever.
- aj) A teacher shall not conduct/participate in private coaching classes directly or indirectly. He / She shall also not accept private tuitions.
- ak)A teacher shall not indulge in or resort to, directly or indirectly, any malpractice or unfair means in teaching/examination/administration.
- al) A member of the staff shall not furnish incorrect information regarding his/her qualifications, experience, age, etc, in respect of his/her appointment/ promotion.
- am) A staff member shall not bring in or entertain outsiders in the college/premises without the written permission from the Director.

an) A member of the staff shall avoid physical intimacy of any sort or emotional involvement with any member of the staff and/or students, especially of the opposite sex, even with mutual consent.

19.0 Duties of Principal

Subject to the supervision and general control of the Management, the Principal as the Academic Head of the College/Institution, shall be responsible for –

- 1) academic growth of the College.
- 2) participation in the teaching, research and training programmes of the College.
- 3) assisting in planning and implementation of academic programmes such as Refresher / Orientation course, seminars, in-service and other training programmes organized by the University / College for academic competence of the Faculty Member.
- 4) maintenance of discipline of the College.
- 6) The overall academic administration of the College/Institution.
- 7) Correspondence relating to the academic administration of the College.
- 8) Administration and supervision of curricular, co-curricular / extracurricular or extra-mural, students' welfare activities of the College/Institution and maintenance of records.
- 9) observance of the Act, Statutes, Ordinance, Regulations, Rules and other Orders issued there under by the University authorities and bodies, from time to time.
- 10) supervision of the examinations, setting of question papers, moderation and assessment of answer papers and such other work pertaining to the examinations of College / Recognized Institution.
- 11) overall supervision of the University Examinations.
- 12) maintenance of Assessment Reports of teachers.
- 13) any other work relating to the College/Recognized Institution relating to the academic administration of the College as may be assigned to him/her by the Management, from time to time.
- 14) Preparation of institutional development plan for every five years with action plan of implementation.

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15) Preparation for assessment, accreditation and academic audit of the college/institution

16) Teacher welfare programmes for teachers which include Career Advancement on time.

17) Working as mentor for teachers and non-teaching technical staff of the college/institution.

18) Maintenance and updating college/institutional website giving all mandatory disclosures of the college/institution.

19) Practice inclusive leadership by involving all teachers in various committees for smooth conduct of the college/institution.

20) Connecting college/institution with societal needs.

20.0 Misconduct

The breach of any of the provisions of these Statutes, or any one or more of the following acts shall be deemed as misconduct on the part of the teacher:

(i) any action by the teacher contrary to the provisions prescribed in the Rules and Regulations of the college/institute.

(ii) refusal to accept order or other communication served according to the rules.

(iii) obtaining employment in the College/ Institution, by misrepresenting facts,

(iv) misappropriation of any amount and/or movable and immovable property of the College/Institution.

(v) wilful and persistent negligence of duty,

(vi) insubordination: Refusal to obey the order of Competent Authority, wilful act/communication by ignoring immediate superior authority.

(vii) indulging in or promoting unfair practices in the conduct of College/ Institution /University examinations,

(viii) theft, fraud or dishonesty,

(ix) wilful or negligent damage of the College/ Institution property,

(x) any action, involving moral turpitude and attracting conviction in court of law,

(xi) attending the duties in an intoxicated state and committing nuisance during working hours,

(xii) misbehaviour with students, another teacher, staff, parents.

(xiii) sexual harassment within the meaning of the Sexual Harassment of Women at Workplace (Prevention, Prohibition, Redressal) Act, 2013 and the amendments made from time to time.

Explanation :

(1) wilful negligence of duty shall among other things include the following:

(a) dereliction of duties like not engaging the allotted classes or not completing the prescribed syllabi as expected under circumstances not beyond his/her control.

(b) negligence of administrative, academic or extracurricular, co-curricular duties assigned to the teacher by the Principal of the College/Institution, which are consistent with Regulations or Rules.

21.0 Disciplinary Authority

The Disciplinary Authority in respect of the teacher working in a College and Recognized Institution shall be the Management;

22.0 Penalties

Without prejudice to the provisions of any law for the time being in force, the following penalties may, for good and sufficient reasons, and as hereinafter provided, be imposed on the teacher found guilty of misconduct.

The penalty to be imposed shall essentially be commensurate with the severity or gravity of the misconduct committed and shall be imposed only after sufficient opportunity is provided to the teacher for being heard and to defend himself/herself.

(a) Minor Penalties :

(i) censure,

(ii) fine,

(iii) withholding of increment of pay for specific period,

(iv) recovery from his/her pay, or such other amount as may be due from him/her.

(b) Major penalties :

(i) stoppage of increment with or without effect on future increments,

(ii) reduction to a lower scale of pay, grade, post or service,

(iii) compulsory retirement,

(iv) removal from service,

(v) termination of service.

(vi) dismissal from service,

Explanation (1) : The order under (a) (iii) of withholding increment shall not affect subsequent increment(s).

Explanation (2) : The order under sub-clause (a)(iv) for recovery shall expressly state the amount of the whole or part of any pecuniary loss caused by him/her to the College/Institution by negligence or by breach of orders.

Explanation (3) : Reduction under sub-clause (b) (ii) shall ordinarily be a bar to the placement of the teacher to the higher scale of pay, grade, post or service from which he/she was reduced, with or without further directions regarding condition of restoration to the scale of pay, grade, post or service from which he/she was reduced, and seniority and pay on such restoration.

Explanation (4) : The order of penalty of reduction, under sub-clause (b) (ii) shall expressly state whether the period of reduction shall be exclusive of any interval spent on leave or otherwise.

Explanation (5) : Dismissal under sub-clause (b) (vi) shall be a disqualification for future employment under College/Institution.

23.00 Procedure for imposing Minor Penalty

If the Disciplinary Authority is satisfied that the misconduct committed by the teacher is serious enough to inflict any of the minor penalties, the Disciplinary Authority shall –

- (1) issue a notice to the teacher in writing along with the imputation(s) of misconduct and require him/her to show cause as to why the action proposed be not taken against him/her;
- (2) give reasonable opportunity to the teacher to furnish explanation;
- (3) take into consideration the explanation of the teacher and record findings on each imputation of misconduct;
- (4) issue the order imposing one or many of the minor penalties, or if satisfied, drop the imputation(s) and exonerate him/her of the charge(s);

24.00 Action not Amounting to Penalty

The following shall not amount to penalty within the meaning of Statute, namely:

- (1) non-placement of teacher in various stages of promotion prescribed by UGC and accepted by the State Government from time to time;
- (2) reversion of the teacher already appointed as the Head of the Department;
- (3) compulsory retirement of the teacher in accordance with the provision relating to his/her superannuation or retirement;
- (4) Termination of Services:
 - (a) the teacher appointed on probation will be liable to be terminated during or at the end of the period of probation in accordance with terms and conditions of his/her appointment with proper justification in that regard;
 - (b) the teacher appointed on a temporary or ad-hoc basis may be terminated in accordance with the provisions made in that behalf;
- (5) termination of service of a teacher appointed under agreement in accordance with the terms and conditions of such agreement;
- (6) termination of the service due to abolition of the post(s).

25.00 Suspension

- (1) The Disciplinary Authority may, by an order in the form prescribed, place the teacher under suspension under the following circumstances:
 - (a) (i) where disciplinary proceedings against him/her are contemplated or are pending and are likely to result into imposing any of the major penalties,

(ii) wherein the opinion of the Competent Authority, he/she has engaged himself/herself in activities prejudicial to the interests of the College/ Institution and;

(iii) where there is a strong reason(s) to believe that his/her continuance in service is likely to cause embarrassment or to tamper with the investigation of the case, or likely to tamper with the official record or document(s).

(b) where the case against him/her in respect of any criminal offence is under investigation, enquiry or trial in a court of law.

(2) The teacher shall be deemed to have been placed under suspension :

(a) with effect from the date of his/her detention, in police or judicial custody, on a criminal charge, for a period exceeding forty-eight hours;

(b) with effect from the date of his/her conviction, if in the event of a conviction for an offence, he/she is sentenced to a term of imprisonment exceeding forty eight hours and is not forthwith dismissed or removed or compulsorily retired, consequent to such conviction and shall remain under suspension until the order of suspension is modified or revoked by the Competent Authority.

(3) While under suspension, the teacher shall not be allowed to resign.

(4) If the teacher under suspension attains the age of superannuation, the departmental or judicial proceedings pending against him/her shall continue even after his/her retirement.

(1) If the Disciplinary Authority finds that a teacher is alleged to be guilty of a lapse or an offence of a serious nature and if there is a reason to believe that in the event of the offence being proved against him, he would deserve to be removed or dismissed from service.

The competent Authority/Officer shall first decide whether the person concerned should be placed under suspension.

(2) During the period of suspension, a teacher shall be paid a subsistence allowance equal to his full pay and allowances admissible pending regular enquiry.

a) The amount of subsistence allowance may be reduced by a suitable amount, not exceeding 50 per cent of the pay excluding the allowances admissible during the period of the first 3 months, if, in the opinion of the said authority the period of suspension has been prolonged beyond 3 months due to reasons to be recorded in writing directly attributable to the teacher.

b) The rate of dearness allowance will, as the case may be, vary according to the decreased amount of pay admissible under sub-clause (a) above.

Explanation :

- 1) While under suspension, the resignation of a teacher shall not be accepted.
- 2) No leave shall be granted to a teacher while he is under suspension.
- 3) The suspension order shall be served in the form as specified.

(3) The teacher shall furnish the following certificate before he/she is paid the subsistence allowance : “I certify and declare that I shall not engage myself in any private employment, trade or business during the period of my suspension”;

Provided that, if the Competent Authority suspects genuineness of this certificate, it may get the same duly verified, if necessary through the police authorities, and if the teacher is found to have furnished a false certificate, it shall be construed as an act of misconduct and shall be an additional charge in the enquiry against him/her.

(4) (a) If the teacher under suspension is undergoing a trial in a criminal court or departmental enquiry under these statutes, he/she shall be provided with the subsistence allowance under Clause (2).

(b) If the teacher under suspension is convicted by the competent court and sentenced to imprisonment, the subsistence allowance shall be reduced to a nominal amount of Re. 1/- (Rupee One) per month till he/she undergoes punishment or till he/she is deemed to be in the service.

(c) If the teacher under suspension is acquitted in appeal, he/she shall draw subsistence allowance at the normal rate under Clause (2) from the date of acquittal till the disposal of inquiry.

(5) If the teacher under suspension attains the age of superannuation, he/she shall deem to have been retired and shall not be entitled to any subsistence allowance. If he/she is covered by the Contributory Provident Fund (CPF) scheme, he/she shall be entitled to have his/her own share of contribution but shall not be entitled to the College/Institution share.

(6) If the teacher under suspension is exonerated and/or it is observed that the suspension was wholly unjustified, the teacher shall receive full pay and allowances to which he/she would have been entitled had he/she not been so suspended. If the person is not fully exonerated, he should be given pay equal to:

(i) subsistence allowance or

(ii) certain percentage of pay depending upon the merit of the case.

The period can be converted into leave due and admissible only at the express desire of the teacher concerned.

iii) If the teacher is found fully guilty, and hence removed, terminated or dismissed, the suspension/subsistence allowance already paid to him may be recovered from him.

(7) When the teacher under suspension is reinstated, after undergoing the punishment or paying the penalty under these, Rules unless the Competent Authority has already passed such orders at the time of inflicting the punishment, the Competent Authority may by order state :

(a) whether the said period be treated as duty leave or leave not due, and

(b) the nature of pay and allowances to be paid for the period.

(8) The substitute teacher appointed in place of the teacher under suspension, shall be paid the salary as per rules.

26.00 Preliminary Enquiry

(1) If a teacher is alleged to be guilty of misconduct as per these Rules, a Preliminary Enquiry of such alleged teacher shall be held by the following Committee:

(i) The Competent Authority – Director

(ii) The Management Representative nominated by the Competent Authority – Director

(iii) Either Head of Department or in his absence one senior faculty member of the same department.

(iv) A representative of the teacher whose inquiry is to be conducted.

(2) The Committee, after going through all the documents and evidence(s), shall see whether there is a *prima facie* case against the teacher;

Provided that, while holding the preliminary enquiry, full opportunity shall be given to the Principal/Teacher, as the case may be, to defend his/her case before the Committee.

(3) In the preliminary Enquiry Committee of the Principal, the Chairman of the Governing Council shall be Chairman of the committee and a representative of the Principal from the College/Institute shall be on the committee;

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(4) The Committee, after going through all the documentary evidence(s) and giving a full opportunity to the Teacher, as the case may be, shall prepare their report and submit the same to the Competent Authority.

(5) The Competent Authority, after scrutinizing the report of the Committee, may give permission to hold full-fledged Departmental enquiry of the Teacher, as the case may be;

Provided that, if the Competent Authority, after scrutinizing the report, does not agree with the findings of the report, he/she shall call for additional documents and appoint another Committee and after considering the report shall act accordingly.

26.00 Enquiry Report

(1) After the conclusion of enquiry, the Enquiry Officer shall prepare a report. Such report shall contain

- (a) article(s) of charge(s) and the statement of imputation(s) of misconduct;
- (b) the defence of the teacher in respect of each article of charge;
- (c) an assessment of the evidence in respect of each article of charge; and
- (d) the findings on each article of charge and the reasons thereof.

(2) The Enquiry Officer, shall forward to the Disciplinary Authority the record of enquiry which shall include

- (a) the report prepared by him/her;
- (b) the written statements of defence submitted by the teacher;
- (c) the oral and documentary evidence produced in the enquiry;
- (d) the written statements of argument filed by the Presenting Officer and the teacher, if any; and
- (e) the orders, made by the Disciplinary Authority and Enquiry Officer in regard to the enquiry.

(3) The Enquiry Officer may provide a pointer to the kind of penalty, if so directed by the Disciplinary Authority in writing.

(4) The Disciplinary Authority, to which the record is forwarded may act on the evidence of the record or may, if it is of the opinion that further examination of any of the witnesses is necessary, recall the witness(es) and examine, cross-examine, and re-examine the witness(es) and impose on the teacher such quantum of penalty as it may deem fit in accordance with these Rules;

Provided that, if any witness is so recalled, he/she may be cross-examined by the teacher.

27.00 Action on Enquiry Reports

(1) The Disciplinary Authority shall consider the report and its findings on each charge.

(2) The Disciplinary Authority, itself not being the Enquiry Officer, shall consider the enquiry report and if it disagrees with the Enquiry Officer on any article(s) of charge(s), it shall record its reasons for such disagreement and refer the case back to the Enquiry Officer for further enquiry and report.

The Enquiry Officer shall thereon proceed to hold further enquiry according to the provisions of the preceding Rules.

(3) The Disciplinary authority, having regard to the findings on the charges, comes to the decision that no penalty be imposed or that the teacher be exonerated, it shall order accordingly.

(4) If the Disciplinary Authority, having regard to the findings, comes to the conclusion that any of the minor penalties be imposed on the teacher, it shall notwithstanding anything contained in these Statutes, determine what penalty shall be imposed, it shall order accordingly. The order shall be issued in the form as prescribed.

(5) (a) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge, comes to the conclusion that any of the major penalties be imposed on the teacher, it shall

(i) furnish to the teacher, a copy of the Enquiry Report and its findings on each article of charge, expressly stating whether he/ she agrees with the findings of the Enquiry Officer or otherwise, together with brief reasons for its disagreement, if any within a week; and thereafter

(ii) give to the teacher a show-cause notice in the form as prescribed, stating the quantum of penalty proposed to be imposed on him/her by calling upon him/her, to submit within fifteen days of receipt of the notice or such further time not exceeding fifteen days, as may be allowed, such representation as he/she may wish to make on the proposed penalty and the cause as to why the penalty be not imposed on him/her.

(b) The Disciplinary authority shall consider the representation, if any, made by the teacher and determine afresh the quantum of penalty to be imposed on him/her on the basis of the evidence adduced.

(6) The final orders made by the Disciplinary Authority under this Rules shall be communicated to the teacher and the Enquiry Officer.

(7) If the nature of the penalty is either removal or dismissal, the order of the removal or dismissal be issued in the prescribed format.

c) “Permanent physical or mental unfitness” shall mean:-

- i. Any permanent physical or mental unfitness as certified by a medical board consisting of not less than three medical specialists appointed by the Management.

d) “Incompetence” shall include the following:-

- i) Failure to keep up academic progress and to keep his/her knowledge up –to-date inspite of repeated instructions in that behalf and provision of facilities
- ii) Failure to complete the teaching of the prescribed syllabi within the prescribed period, for reasons not beyond his / her control.

18.5 Appointment of Enquiry Officer: - Any suitable person of a good repute and considered to be just and fair may be appointed as an Enquiry Officer. He / she should not be an interested party.

18.6 Appointment of Management Representative:- The Management can appoint any staff member as a Management Representative to represent the Management’s case before the Enquiry Officer.

18.7 Authority competent to take Disciplinary Actions and impose Penalties:- The power to take disciplinary actions and impose penalties on any member of the staff, vests with the Director of the Institute.

18.8 Applicability of this Code of Conduct:-The code of conduct enshrined in these rules is applicable to all members of the staff of the Institute, including ad-hoc and contractual staff members.

19.0 Sexual Harassment at Workplace

19.1 The Management respects and upholds the fundamental right of ‘Gender Equality’ granted by the Constitution of India. Gender equality includes protection from sexual harassment and right to work with dignity, which is a universally recognized basic human right.

19.2 Equality in employment can be seriously impaired when any person is subjected to gender specific violence, such as sexual harassment in the work place.

19.3 The Supreme Court of India while laying down certain guidelines to ensure the prevention of sexual harassment in workplaces, has made it a duty of the Employer or other responsible person in work places to prevent or deter the commission of acts of sexual harassment and to

provide the procedures for the resolution, settlement or prosecution of acts of sexual harassment by taking all steps required.

19.4 Definition:

For this purpose, sexual harassment includes such unwelcome sexually determined behaviour (whether)

- a) physical contact and advances;
- b) a demand or request for sexual favours;
- c) sexually coloured remarks;
- d) showing pornography;
- e) any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

Where any of these acts is committed in circumstances where under the victim of such conduct has a reasonable apprehension that in relation to the victim's employment or work whether such conduct can be humiliating and may constitute a health and safety problem. It is discriminatory for instance when the woman has reasonable grounds to believe that her objection would disadvantage her in connection with her employment or work including recruiting or promotion or when it creates a hostile work environment. Adverse consequences might be visited if the victim does not consent to the conduct in question or raises any objection thereto.

19.5 In the light of the guidelines laid down by the Hon'ble Supreme Court of India, where such conduct amounts to a specific offence under the Indian Penal Code or under any other law, the Management shall make a complaint with the appropriate authority.

19.6 Such conduct also amounts to misconduct and the Management shall initiate appropriate disciplinary action as deemed fit.

20. Internal Complaints Committee (ICC)/Women's Development Cell (WDC)

The college has constituted Internal Complaints Committee (ICC) / Women's Development Cell (WDC) consisting of representatives of staff and students headed by a staff convenor, for handling women's issues in the institute. Lady staff members as well as girl students are free to take up issues related to women, with any of the representatives of the ICC / WDC who will assist in resolving such issues.

21.0 General:-

For matters not specifically provided for in these terms and conditions of service or in case of any difference or dispute in the interpretation, construction or import of any word, term, clause or sentence, the decision of the Management of the Institute shall be final and binding on all concerned.

22.0 Amendment:-

The Management of St. Francis Institute of Technology (Engineering College) may from time to time, add, alter or otherwise amend these terms and conditions of service, and posting/display of such amendments on the Staff Notice Board/College Website/E-mail, shall amount to due notification of the amendment thereof.

Chairman

Director

St. Francis Institute of Technology (Engineering College)

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