

॥ JAI SRI GURUDEVII

**SRI ADICHUNCHANAGIRI SHIKSHANA TRUST ®
(SACST)**

**Sri Kshetra, Adichunchanagiri
Nagamangala Taluk,
Mandya District,
Karnataka**

SERVICE RULES

**(For Unaided Teaching Institutions and
Establishments)**

SUBMITTED TO

**THE PRESIDENT/ TRUSTEE
SACST GROUP OF EDUCATIONAL
INSTITUTIONS/HOSPITALS**

**SUBMITTED BY
CEO & TEAM
Date:9.9.2014**


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SRI ADICHUNCHANAGIRI SHIKSHANA TRUST ® (SACST)**Sri Kshetra, Adichunchanagiri****Nagamangala Taluk,****Mandya District, Karnataka****SERVICE RULES****(For Unaided Teaching Institutions and Establishments)****INDEX**

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SRI ADICHUNCHANAGIRI SHIKSHANA TRUST[®] (SACST)

**Sri Kshetra, Adichunchanagiri
Nagamangala Taluk,
Mandya District, (KARNATAKA)**

SERVICE RULES

(For Unaided Teaching Institutions and Establishments)

CHAPTER: I**1.1 PREAMBLE:**

Sri Adichunchanagiri Shikshana Trust[®] (SACST) under the guidance of Peetadeesha of Sri Adichunchanagiri Mutt his Holiness Padmabhushan Dr. Balagangadharanatha Maha Swamiji has been functioning in various fields like Education, Health, Creating Awareness, Maintaining Temples, Establishing Choultries to help the poor people, providing Free Hostels, etc. Many people, disciples and community people have expressed their willingness to serve the Mutt in various capacities. In order to have a common rules for all the persons, Mahaswamiji felt it necessary to have common Service Rules for all the Institutions/Hospitals which come under Sri Adichunchanagiri Shikshana Trust[®].

1.2 TITLE AND COMMENCEMENT:

- 1.2.1 These rules may be called as the **“SACST SERVICE RULES” (SSR)** of the employees working in the institutes Governed by **SACST**, Sri Kshetra, Adichunchanagiri-571811, Nagamangala Taluk, Mandya District, Karnataka State (Except Proposed SACST University).
- 1.2.2 These rules shall come into force from the date of approval by the Governing Council of the Trust and shall apply to all the employees hereafter defined, on the date of approval by the Governing Council and also for those joining for the employment thereafter.
- 1.2.3 The Governing Council of the Trust reserves the right to amend, modify, alter and add to any of these Rules and to bring any such amendment, alteration into effect from such date as it may decide.

CHAPTER - II**2. DEFINITIONS:**

- 2.1 **“SACST”** means the SRI ADICHUNCHANAGIRI SHIKSHANA TRUST[®], Sri Kshetra, Adichunchanagiri, Nagamangala TQ, **Mandya** Dt, (Karnataka), registered under the Karnataka Societies Registration Act for the purpose of establishment of Educational Institutions, Research Institutions or any other Institutions, Temples, Choultries, Hostels, etc.
- 2.2 **“Mutt”** means Sri Adichunchanagiri Mutt, Sri Kshethra, Adichunaganagiri.
- 2.3 **“Board of Trustees”** means the board the Governing Body constituted to manage the affairs of the Trust.
- 2.4 **“President”** means President of SRI ADICHUNCHANAGIRI SHIKSHANA TRUST[®].
- 2.5 **“Secretary”** means Secretary of SRI ADICHUNCHANAGIRI SHIKSHANA TRUST[®].
- 2.6 **“Governing Council”** means the Council nominated by the Board of Trustees of the Trust, to each College, Institution/ Establishment, referred to as GC/Management.
- 2.7 **“Management”** means the Governing Council of the Trust.
- 2.8 **“Chairman”** means the Chairman of Governing Council (GC)
- 2.9 **“Competent Authority”** in relation to the exercise of any power, means the

- Governing Council and / or any other authority empowered to exercise any such power by Governing Body.
- 2.10 **"Institution"** means the Institutions / Establishments/ Training Centers/ Research Centers set up and / or run by the SACST which includes Aided/Unaided Schools, Colleges, existing as well as those that may be set up in future.
- 2.11 **"Establishment"** means Temples, Choultry, Samudaya Bhavan, Hospitals, Hostel, Mess, Canteen, Printing Press, Store, Drug Stores, STD and ISTD Booths etc. run by the SACST which includes existing as well as those that may be set up in future.
- 2.12 **Mode of Selection:** Selection of the staff shall be made by a Selection Committee constituted by the Management and subsequently approved by Governing Council.
- 2.13 **Appointing Authority** means the Head of the Institute or any other authority who is vested with powers by the Trust/GC in relation to employee /staff member means, who is empowered to make appointments for various categories of workmen and also empowered to prescribe the grades in respect of such workman/employee for the time being and includes any other authority to whom the powers are vested by the Trust/GC to carry out these functions.
- 2.14 **Disciplinary Authority** means the Head of the Institute or any other authority who is vested with powers by the Trust/GC to observe and enforce the provisions under these standing orders or service rules, and is empowered to take all disciplinary actions under these service rules.
- 2.15 **"Head of the Institution/Establishment"** means the Principal of the College, Head Master of the School or anyone, who is appointed / designated as the Head of the Institution by the Governing Council, after the consent from Board of Trustees, who for the time being is managing the Institute/Establishment and, includes such other officer who has been duly authorized by the Management to act as the Head of Institute/establishment for the purpose of observance and enforcement of these Service Rules/Orders, the authorization in this case being notified to the staff member by displaying the same on the Notice Board at the Institute/establishment from time to time. All the powers exercisable by the Head of Institute/establishment shall also be exercisable by the President/Trustee/CEO/GC or its authorized nominee.
- 2.16 **"Employee/Staff Member"** means a person in the employment of the Aided/Unaided Institution / Establishment set up and / or run by the SACST. Staff Member in the context of these service rules / orders (on their usage) is a term synonymous with the term workman/employee as defined here. These terms may be used interchangeably.
- 2.17 **"Family"** means an employee's wife or husband, legitimate children and parents in case of unmarried employee, who are residing with and wholly dependent on the employee.
- 2.18 **"Ministerial Staff"** means an employee whose duties are mainly managerial /clerical in nature.
- 2.19 **"Permanent Employee"** means an employee who upon expiry of the period of probation has been confirmed in writing in his / her appointment.
- 2.20 **"Tenure post"** means a permanent post which an individual employee may not hold for more than a limited period without re-appointment.
- 2.21 **"Probationer"** means an employee appointed on probation in or against substantive vacancy in any cadre with an intention to continue on permanent basis. The employee appointed on probation will continue on probation till he is confirmed in writing. In computing the period of probation extra -ordinary Leave (Leave without salary) granted to a probationer shall be excluded.

- 2.22 **"Part-time employee"** means an employee appointed for limited period on a consolidated monthly salary, who may be employed else-where also.
Note: Part-time employees are not ordinarily entitled to the benefits provided to full time employees. They shall be entitled to such benefits as are determined by the management.
- 2.23 **"Temporary employee"** means an employee who has been employed for a limited period or for a specific work of temporary nature.
- 2.24 **A "Casual Employee"** means one who is employed on day-to-day basis for specific work of casual nature.
Note: A casual employee shall not be entitled to benefits provided to other classes of employees.
- 2.25 **A "Contract Employee"** means a person appointed on Contractual appointment for a fixed period of contract of service the same shall automatically cease.
- 2.26 **"Trainee"** is one to whom facilities are extended for training of learning work in a designated field in the Institutions/Hospital/College/School with or without allowances or stipend and without any obligation or employment during the training period stipulated by the management.
- 2.27 **"Apprentice"** Means a learner who has been provided training in accordance with provisions of apprentice Act. The Institute/Establishment will be under no obligation to give employment to an Apprentice after completion of his/her training period. However, on successful completion of training an Apprentice shall be given employment provided a vacancy exists at that time or at a later date and if he/she is found suitable for that vacancy by the Management of the Institute / Establishment.
- 2.28 **Lien:** means the title of an employee to hold substantively either immediately, or on the termination of a period or periods of absence, a permanent post, including a tenure post, to which he has been appointed substantially.
- 2.29 **Officiating:** An employee may officiate in a post when he performs the duty of a post on which another person holds a lien. An employee may also officiate in a vacant post on which no other employee holds the lien.
- 2.30 **"Stipendiary"** employee is an employee who performs certain types of work for a limited and fixed tenure for which he is paid a periodical stipend.
- 2.31 **"Substitute" or "Badli"** is one who is engaged in the post of a permanent employee or a probationer who is temporarily absent
- 2.32 **"Continuous Service"** means the service of an employee from the beginning of his/her service, without any break.
- 2.33 **"Time Scale Pay"** means pay which rises by periodical increments from minimum to a maximum.
- 2.34 **"Honorarium"** means a recurring or non-recurring payment to an employee payable as remuneration for work done in respect of affairs of the Institutions, as may be determined by the competent authority from time to time.
- 2.35 **"Special Pay"** means an additional pay to the emoluments of a post or of an employee, granted in consideration of –
2.32.1 The specially arduous nature of the duties; or
2.32.2 A specific addition to the work or responsibility.
2.32.3 Necessity of acquiring or retaining an employee in the interest of the Trust / Institution/College/School.
- 2.36 **"Subsistence Pay"** means the payment made to an employee who is not in receipt of pay or leave salary.
- 2.37 **"Substantive Pay"** means the pay, other than special pay, personal pay to which

- an employee is entitled on account of holding the post to which he has been appointed substantively or by reason of his/her substantive position in a cadre.
- 2.38 **"Leave Salary"** means the amount paid by the Management to an employee for leave period.
- 2.39 **Travelling allowance:** means an allowance granted to an employee to cover the expenses which he incurs in travelling in the interests of the Institute/Establishment.
- 2.40 **Premises:** Shall mean and include the entire area wherein the Institute/Establishment and its administrative offices are situated and other buildings, if any, in the premises and include the precincts thereof around these buildings or other buildings within the boundaries of the institute's/trust's lands.
- 2.41 The singular includes the plural and vice versa, where the context so requires.
- 2.42 Masculine includes feminine and vice versa, unless otherwise stated.
- 2.43 **"Day"** means a calendar day, beginning and ending at midnight, but absence from Headquarters which does not exceed 24 hours shall be reckoned for all purpose as one day, at whatever hours the absence begins or ends.
- 2.44 **"Month"** means a calendar month. In calculation a period expressed in terms of months and days, complete calendar months, irrespective of the number of days in each should first be calculated and the odd number of days calculated subsequently.
- 2.45 **"Holiday"** means a holiday prescribed or notified by Competent Authority of the Institution.
- 2.46 **"Notice"** means a notice in writing required to be given or to be pasted for the purpose of the Standing Orders/Rules issued by Management/Head of the Institution.
- 2.47 **"Notice Board"** means the notice board maintained in a conspicuous place at or near the main entrance or the "Institute/Hospital" building for the purpose of displaying notices required under the provisions of these Standing Orders. This includes Notice Boards provided in each department of the Institute/Hospital for displaying information and communication with the employees in the concerned departments.
- 2.48 **"Muster Roll"** means all registers wherein the attendance of the employees, is marked and maintained under any laws or enactment and also includes the computer print outs from the computerized attendance system which may be required to be maintain for the purpose of payroll from time to time.
- 2.49 **"Medical Certificate"** means a certificate issued by the Registered Medical Practitioner appointed by the Dr. ----- Hospital or any medical certificate issued by any other Registered Medical Practitioner which is authorized by the Hospital's appointed Medical Practitioner.
- 2.50 **"Security Staff"** includes Security Employees, Security Guards, and any other category of staff members engaged in the work of security within the premises and precincts of the Institute/Establishment/Trust.
- 2.51 **"Habitual"** means commission or omission of an act for minimum of three times in a period of six months.

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

CHAPTER - III**3. APPOINTMENT, CONFIRMATION, TERMINATION & RETIREMENT:**

- 3.1 All appointments of all categories shall be made by the Governing Council. The Governing Council may appoint selection committee wherever necessary (Approval by BOM).

3.2 METHOD OF RECRUITMENT:**3.2.1 SCREENING**

- 3.2.1.1 Recruitment is normally done twice in a year during May and November.
- 3.2.1.2 Number of vacancies is notified by Principal/Designated Authority based on student strength / resignations or terminations of staff members, to the management for approval / information.
- 3.2.1.3 Vacancies are advertised in Notice Board / newspapers – both Kannada and English.
- 3.2.1.4 Screening of applications is done by the respective screening committee.
- 3.2.1.5 Short listed candidates are informed through call letters and over telephones by HR Department.
- 3.2.1.6 At times, Walk- in interviews is also conducted for immediate postings.

3.2.2 INTERVIEW

- 3.2.2.1 Interview Committee consists of Principal/Designated Authority, Academic Council members and respective Heads of the department and subject experts.
- 3.2.2.2 A written test is conducted for Lecturers post and short listed candidates shall be called for personal interview and selection be made on merit.
- 3.2.2.3 Direct interview is conducted for senior posts. Selection committee shall be constituted by the Chairman as per the guidelines approved by the Governing Council.

- 3.3 Any person seeking employment shall be required to make an application in writing and /or fill in and sign a prescribed form. The form and the application will contain such particulars and terms as may be specified from time to time by the Management of the Institute/Establishment generally or specifically in respect of any individual case.

- 3.4 All persons, on appointment will be deemed to have been appointed on the basis of the declarations made or facts disclosed in their applications for appointment. In case, any declarations made or the facts disclosed is found to be wrong or is concealed, then it will invalidate the appointment and will be deemed to have automatically been cancelled.

- 3.5 Candidates for employment shall not normally be less than 18 years of age.

- 3.6 **Address:** Every Staff member shall intimate the Management his /her residential on joining the institute or establishment. He / she must also notify to the management from time to time in writing, of any change of address. Any notice or communication forwarded by the management by post to the last address given by the staff member as per the institute/establishment's records shall be regarded as sufficient compliance by the management of having given the concerned Notice or communications to the concerned staff member.

- 3.7 A candidate appointed by direct recruitment shall assume charge of the post for which he/she was appointed within the period specified in the appointment order.

- 3.8 Every staff member excluding casual, at the time of his /her appointment,

- confirmation, promotion or re-classification shall be given a written order specifying his/her appointment, confirmation, promotion or re-classification as the case may be, signed by the Head of the institute or any other person authorized in this behalf by the Governing Council.
- 3.9 All categories of staff members/employees will be paid consolidated pay during the temporary or probationary period. On confirmation an employee will be placed in an appropriate scale of pay, if any and his consolidated pay will be split up into basic pay, dearness allowance and other allowances at the discretion of the management and in accordance with law.
- 3.10 **Security Bond:** The management at its discretion shall employ staff members of special category (whose duties are of special nature) for a specified and may required to execute a security bond for such period of services in the institute or establishment, as may be specified in the appointment order and the security bond.
- 3.11 **Accommodation or Housing facility:** The Management at his discretion may provide housing accommodation or facility on the conditions specified in this regard in a bond, which shall be executed by the staff member.
- 3.12 **Double Employment:** No staff member/employees while in service of the institute/establishment is allowed to accept other employment or undertake any work or service, either directly or indirectly, honorably or otherwise, without previous written permission from the Head of the Institute or any other officers authorized on this behalf by the management. Subject to the provisions of any enactments or rule in force in the State for the time being, the decision of the Head of the Institute upon any question arising out of, in connection with or incidental to these orders shall be final.
- 3.13 **Duties and Responsibilities:** In addition to the specific duties and responsibilities mentioned in the appointment order, the employees/staff member are obliged to comply with following duties and responsibilities:
- 3.12.1 Every employee shall devote his full time of work to the institute or establishment diligently and faithfully, and observe standing orders/service rules and regulations contained herein, as well as other instructions, directions, orders, which are or will be issued from time to time.
- 3.12.2 Any staff members/employees shall not undertake any assignment, employment or business outside his employment without the institute/establishment's specific approval in writing.
- 3.12.3 Any staff members/employees shall be courteous to their customers, guests, students, fellow employees, visitors on business/institute and superiors.
- 3.12.4 Every employee shall be prepared to and agreeable to perform even a lower classified job as alternative work when asked by the management in the interest of the uninterrupted and productive working of the institute/establishment.
- 3.12.5 A staff member/employee is liable to perform all jobs which are ancillary to, incidental to, or connected with or preliminary to his/her main duties.
- 3.12.6 The staff member/employee is required to strictly abide by the discipline of the institute/establishment without fail. Also, he must not get himself involved directly in any acts subversive of discipline, eg., abusing, threatening guests, students, customers, visitors, stopping the other employee from coming to work, gheraoing, assaulting or fighting, etc.

- 3.12.7 The staff member/employee must not indulge in or force or cause others to indulge in any activities prejudicial to the interest of the institute/establishment, inside/outside the premises, eg., causing inconvenience to customers, students, holding meetings, canvassing for union, raising union subscriptions, shouting slogans, leading or participating in processions, distribution or display of posters or leaflets, gheraoing any officer/supervisor, etc, inside or outside the premises of the institute/establishment.
- 3.12.8 The staff member/employees shall not enter the institute/establishment's premises outside the duty hours unless he/she is required and sent for by any of his superiors in the management.
- 3.12.9 No employee shall defame his employer, superiors and/or any customer, guest, students, etc.
- 3.12.10 Every member of the staff shall agree to abide by all the conditions herein stated and also such conditions as may be stipulated from time to time by the competent authority.
- 3.12.11 Every member of the staff shall employ himself / herself honestly, efficiently and diligently under the orders and instructions of the Principal/Designated Authority or other officers under whom he/she shall, from time to time, be placed. He / she shall discharge all duties pertaining to the office and perform in such a manner which may be required of him / her or which are necessary to be done in his / her capacity as aforesaid.
- 3.12.12 No member of the staff shall apply, during the period of his / her service in this institution, for an appointment outside or send an application for study or training, except with the prior permission of the management and such application should be routed through the Principal/Designated Authority. Any breach of this rule will be viewed seriously and suitable disciplinary action will be taken. The management may permit not more than two such applications in an academic year, but reserves the right to refuse the forwarding of such applications in case there is any bond for the employee for a particular period of service in the college.
- 3.12.13 Every member of the staff shall devote his / her whole time to the duties of the said employment and shall not, either directly or indirectly, carry on or be concerned / involved in any trade, business or canvassing / private consulting work, private tuition or the like of a remunerative kind or of an honorary nature without the specific written permission of the Chairman or President/Head of Institute or his nominated competent authority.
- 3.12.14 For the development and progress of the college/department, all members of the staff should work as a team and they should also maintain a cordial relationship with other departments.
- 3.12.15 If a staff member draws advance from the college to meet financial expenses for official tour or for arrangement of a college event, he / she shall settle the account within 21 days from the date of drawal of advance or within 7 days after the completion of the event for which advance was drawn failing which the advance shall be adjusted from his salary.
- 3.12.16 Staff Members, if and when relinquishing their job, shall hand over their jobs and responsibilities and get the NOC from all departments concerned.
- 3.12.17 Staff should be available in the college premises during the entire period of office hours, on all working days.

- 3.12.18 All members of the staff shall be governed by general rules / norms/SOP's also practiced by institute from time to time.
- 3.14 At the time of joining the Candidate shall complete the following formalities.
- 3.13.1** Submission of Joining Report.
 - 3.13.2** Submission of True Attested Copies of Educational Certificates along with originals for verification.
 - 3.13.3** Submission of Relieving Letter from the previous employer.
 - 3.13.4** Submission of Evidence of date of birth / proof of age.
 - 3.13.5 Nomination for Provident Fund / Gratuity in prescribed form (if eligible)
 - 3.13.6 Application for Identity Card along with three passport size photographs.
 - 3.13.7 Application for opening a Bank Account.
- 3.15 The following documents may be accepted as evidence of date of birth / proof of age:
- 3.14.1** Certified Extract from Registrar of Births & Deaths.
 - 3.14.2** Secondary School Leaving Certificate/ SSLC Marks Card.
 - 3.14.3** Any other valid document acceptable to the Management.
- The age of employee verified with reference to any of the above shall be the sole evidence of the age of the employee for all purposes concerning his/her employment including retirement. The date of birth once furnished and accepted by the Management and entered in the Service Register shall be final and conclusive and under no circumstances, the request for correction of the same will be entertained.
- 3.16 The Institution may verify the antecedents of the candidate either directly or through Agency by referring to the previous Organization in which the candidate was working. In the event, it is found that the candidate had suppressed material information or furnished wrong information, the employee is liable for summary termination of employment.
- 3.17 All appointments shall be subject to the candidate being medically found fit and the candidate shall produce Medical Certificate from the Doctor specified by the Institution. The Institution may require employee to be examined by a Medical Officer approved by the Institution for the purpose. If on examination, the employee is found suffering from any disease or complaint that is infectious or medically objectionable and detrimental to the healthy functioning of the Institution or to the health of the other employees, students and staff, the Institute may terminate his/her services of the employees for being found medically unfit.
- 3.18 All employees other than temporary one shall be on probation for a period of two years or as specified in the appointment order. The probationary period may be extended for a further period of six months or any part thereof at the absolute discretion of the management. Notice of extension of probation will be given to the employee in writing before the expiry of the probationary period. However, if such extension notice is not served on the employee, he shall continue to be on probation until and unless, his/her services are confirmed in writing.
- The appointment of a probationer is liable to be terminated at any time during the period of probation or extended period of probation or at the end of the period of probation or before confirmation in writing, without notice or compensation in lieu of notice and without assigning any reason whatsoever. Senior posts need not be probationary at the discretion of the Management.
- 3.19 A permanent employee appointed in a different post or promoted to a higher post shall be on probation for a period of one year and is liable at any time during this probationary period to be reverted to the original post at the discretion of the

- management.
- 3.20 No person shall be deemed to be in the regular employment of the Institution/Hospital unless and until he has received a letter of appointment from the appointing authority.
- 3.21 On satisfactory completion of probation, the Governing Council shall confirm the employee in service in writing.
- 3.22 **RECORD OF SERVICE**
- 3.21.1 REGISTER:** A Service Register shall be maintained for every employee showing among other things, his/her permanent address, date of appointment, consolidated pay, scale of pay on which he/she was appointed increments given from time to time, leave availed of, transfers, promotions, suspensions, punishments, warnings etc. The Register shall be opened immediately after the employee report for duty and to be updated periodically.
- 3.21.2** It shall be incumbent upon every employee to furnish in writing his correct and complete bio- data to the appointing authority, as required by the management for the purpose of record and also thereafter, promptly to notify in writing any subsequent changes in the particulars of his bio- data.
- 3.21.3** A service book for keeping the record of service of staff shall be maintained by Human Resources (HR) Department in respect of each employee of the Institute.
- 3.21.4** All activities of an employee in his/her official position shall be re-corded in this service book, and each entry must be attested by the HR Manager or his/her superior.
- 3.21.5** The HR Manager shall show the service book to each employee in the month of April every year and the employee shall sign in the service book after verification.
- 3.23 **SPECIAL SERVICE CONTRACT:** The Governing Council may appoint an employee on Contract basis for a fixed period on such terms and conditions which the Governing Council deems proper and fit as per the requirement of the Institution.
- 3.24 **PROMOTION POLICY:** Employee's promotion to a higher grade/skill is the exclusive right and function of the management. While promoting an employee, his/her merits and seniority will be considered as main criteria. In deciding this factor, the employee's/staff members qualifications, efficiency, and attendance, past service records shall be taken into consideration.
- 3.25 **SENIORITY:** The Seniority in a particular cadre of service or class approved shall be determined as follows;
- 3.24.1 All persons confirmed shall be senior to all others.
- 3.24.2 When persons are recruited to a class of post both by internal promotion and direct recruitment, the internally promoted candidate shall rank higher than those recruited directly.
- 3.24.3 When promotions are made on the basis of seniority cum merit at the same time, the relative seniority shall be determined by their seniority in the lower cadre.
- 3.24.4 When promotion to a class of post or cadre are made by selection at the same time, the seniority shall be in the order in which the names or candidate are arranged in the Order of Merit.
- 3.24.5 Seniority of direct recruitment shall be determined as follows:
- 3.24.5.1.1 When the recruitment is made through the process of written test and interview, the seniority shall be in the order of position in the Merit List obtained by the Candidate.
- 3.24.5.1.2 If the appointments are made otherwise than by way of written test and interview, the date of joining of the candidate shall be the date for reckoning seniority.

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

- 3.25.1 Whether the resignation is not in the middle of the academic session prescribed by Affiliating University/Council/Board.
- 3.25.2 Whether the three months notice or salary equivalent to the notice period has been paid.
- 3.25.3 If the resignation is before completion of three years of service, it should also be seen whether the employee has been paid salary for the vacation period and if so such salary drawn for the immediate preceding vacation period is also to be refunded.
- 3.25.4 Whether dues or no dues certificate has been obtained from different Department / Section of the Institution.
- 3.25.5 If the conditions of 3.25.1 to 3.25.4 are fulfilled, the Head of the Institution shall forward the resignation letter to the Governing Council with suitable opinion / remarks for orders / acceptance. The Management has right to reject the resignation in case the resignation is received in the middle of the academic session in the interest of the students.
- 3.25.6 After receiving the orders / acceptance, the same shall be communicated to the employee by Head of the Institution concerned.
- 3.25.7 The salary for the month and onwards in which the resignation is submitted shall not be drawn until the resignation is accepted by the Management.
- 3.25.8 The Governing Council shall be the Competent Authority to accept the resignation of all employees.
- 3.25.9 The Governing Council may decline to accept resignation of an employee against whom the disciplinary proceedings are pending. However, while processing resignation of such employee, the Governing Council shall keep in view the nature of charges leveled against the employee for whom the disciplinary proceedings are pending and the likely punishment the employee may be imposed in the event charges are established. If the disciplinary proceedings are unlikely to culminate in discharge or dismissal or termination of the employee from service, the Governing Council may consider accepting the resignation.

3.27 TERMINATION OF SERVICE AND REGISTRATION: The Management may terminate the services of an employee-

- 3.26.1 After giving three months notice or pay in lieu thereof, no such Notice shall be necessary, if the termination is as a result of proved misconduct in the enquiry conducted in accordance with these Rules.
- 3.26.2 Serious misconduct and willful negligence of duty
- 3.26.3 Gross insubordination
- 3.26.4 Physical or mental disability or infirmity, defective eyesight or hearing etc.
- 3.26.5 Conviction by criminal court for an offence involving moral turpitude
- 3.26.6 In such termination cases of (3.26.2/3.26.3/3.26.4/3.26.5), rule 3.26.7 & 3.26.8 will not be applicable and the staff member will not be eligible for any terminal benefit.
- 3.26.7 After giving three months notice or pay in lieu thereof, if the employee is found to be unfit to continue in service on medical grounds or other reasons to the satisfaction of the Governing Council. In case of medical unfitness, the opinion of the Medical Board as decided by the Governing Council shall be obtained.
- 3.26.8 The services of a probationer may be terminated by giving one month notice or salary in lieu thereof.

- 3.26.9 The Governing Council may curtail or waive the notice period or payment in lieu thereof in appropriate cases at its discretion if requested by the employee.
- 3.26.10 Employees are required to be in a reasonable state of good health. Therefore, prolonged illness or frequent intermittent illness unsupported by proper certification.
- 3.26.11 Continued low efficiency or bad working.
- 3.26.12 Giving wrong declaration in the application or any appointment from at the time of seeking employment.
- 3.26.13 Absence on account of arrest or detention by govt. under the Defence of India Rules or under any other Law.
- 3.26.14 If a permanent staff member or other staff member intends to leave the service of the institute, he shall give three months notice of his intention to do so in writing to the institute, or if he wants to be relieved earlier, he shall surrender in lieu thereof wages equivalent to the days for which the notice falls short of three months. But if the exigencies of work so require, the institute may not relieve him earlier than the expiry of the entire period of notice.
- 3.26.15 In case a staff member resigns, it will not be necessary for the institute/establishment to send him any acceptance of resignation. The resignation once submitted cannot be withdrawn except with the written consent of the management, even if no acceptance has been conveyed to the staff member at that time.
- 3.26.16 An order of termination of service shall be in writing and shall be signed by the Head of the Institute/establishment or any other officer authorized by the management in this behalf, a copy thereof shall be supplied to the staff member concerned. If the staff member is permanent, reasons for termination of service will be given unless the disclosure of the reasons is not expedient for any reason. In case of general retrenchment, closing down of department/departments or termination of service as a result of strike, such notice will be affixed on the notice board.
- 3.26.17 Every staff member who ceases to be in the employment of the institute/establishment will be given a service certificate on request.

CHAPTER - IV

4. HOURS OF WORK & HOLIDAYS :

- 4.1 All employees are required to work for a minimum of six days a week and 8 hours a day.
- 4.2 Duty hours in the different Departments and Sections of the Institutions are to be followed as notified from time to time.
- 4.3 The duty hours notified may be changed as per the requirement of the Institution from time to time and the employees shall attend duty accordingly.
- 4.4 Working hours will vary in different Institutions /departments /Colleges/Schools and areas throughout the hospital and research center. Because the Hospital must operate on 24 hours day and seven day week basis, employees may be required to work irregular hours, day and/or work periods. Besides, an employee may be required to work beyond his working hours if the exigencies of work so demand, and such instructions at institutions etc. shall be complied with.
- 4.5 All employees shall be: required to attend to any emergency or other urgent duties outside their regular hours of work including on Sundays and holidays if required. They shall not be entitled to any extra remuneration for such work except to compensatory Time off at the management's discretion and

convenience.

- 4.6 Subject to provisions of rules 4.4 and 4.5 above all employees will be required to work six days a week and eight hours a day exclusive of rest interval or time for meals.
- 4.7 Employees on shifts duty shall continue to be on duty until relieved by the employee of the next shift.
- 4.8 Salary and remuneration of each individual staff member would be determined in accordance with the letter of appointment given. Increment in salaries may be given to individual staff member from time to time at the sole discretion of the management depending upon the merits and the other circumstances of each staff member and shall not be claimed as a matter of right by any staff member. The increment in pursuance of grades and pay scales if any, are always subject to continued satisfactory work, out-put, efficiency, behavior and attendance of the staff member concerned, and if the staff member is found wanting in any of the above matter or is found guilty of any misconduct, then his/her increment is likely to be stopped or deferred at the sole discretion of the Management. (Such Increment is also likely to be stopped or deferred in case of depression or slackness in business, continuous losses or any other sufficient reasons).
- 4.9 Every staff member shall be allowed in each week a holiday of one day without deduction of wages/salary in accordance with the provisions of act. However, the management is entitled to require any staff member to work on weekly holiday in which case, the staff member will be given a substitute weekly holiday. Such substitute weekly holiday shall not be considered as overtime work.
- 4.10 Every employee is required to work on the basis of staggered weekly holiday and staggered working hours due to exigencies and shall not demand a fixed holiday on any of the week as weekly holiday or continuous work in a shift.
- 4.11 National and festival holidays with wages/salary shall be allowed as per the provisions of the (National and Festival Holidays) Act, as amended from time to time.
- 4.12 Notwithstanding anything contained in sub clause (4.11) above, these standing orders / rules any staff member may be required by the management to work on holiday allotted under that sub-section for which notice shall be given 24 hours before such holiday.
- 4.13 For work done on a holiday as specified in clause(4.12) above, a staff member will be entitled to wages/salary at the ordinary rate of pay or a substitute holiday with a period of 3 months to be had at the discretion of the management.

4.14 ATTENDANCE:

- 4.14.1 All employees shall mark their attendance in their respective Attendance Register maintained in the office of the School or College as the case may be.
- 4.14.2 On arrival for duty, the employee shall initial their names against the appropriate date. The Attendance Register will not be available for such initialing after lapse of fifteen minutes from the time fixed for the commencement of duty.
- 4.14.3 No employee reporting fifteen minutes later from the time fixed for commencement of duty will be allowed to attend duty unless permission is given by the Head of the Department.
- 4.14.4 All employees are expected to be at their allotted place of work throughout their duty timings.
- 4.14.5 Any employee found absent from his/her place of work during working

hours without prior permission of the Head of the Department or section, is liable to be treated as absent for the day.

- 4.15 NATIONAL & FESTIVAL HOLIDAYS:** Institutions can follow holiday list as per their respective affiliated Universities/Councils/Boards as notified by the Head of the Institution. However the employee has to be present for the flag hoisting ceremony compulsorily on 15th August and 26th January.

CHAPTER-V

5. PAY AND ALLOWANCES

- 5.1 REGULATION OF EMOLUMENTS:** The pay and allowances admissible to the permanent employees shall be at the rates and scales of pay sanctioned by the Management from time to time. All appointments shall be made at the minimum of the relevant pay scale, provided the pay above the minimum of pay scale may be fixed at the discretion of the Governing Council on the merit of each case.
- 5.2 CHARGE ALLOWANCE:** When an employee is assigned with additional duties in addition to his/her own duties and the charge entails a substantial increase of responsibility and some additional work, he/she may be paid additional allowance in the form of charge allowance to be fixed by the Governing Body. The charge allowance shall generally not exceed one tenth of the minimum of the scale of pay applicable to the post of which an employee is placed in additional charge or independent charge.
- 5.2.1** No charge allowance is admissible unless the incumbent has actually given / taken over charge of the office under the orders of the Head of the Institution.
- 5.2.2** The minimum period required for claiming charge allowance under this rule shall be one month.
- 5.2.3** Charge allowance in respect of only one additional post is admissible, even though an employee is placed in additional charge of the duties of more than one post concurrently. In such case, the charges allowance is admissible at rate of 1/10 of the minimum pay of the post carrying highest pay scale.
- 5.2.4** However higher charge allowance can be approved by Governing Council as and when the need may arise.
- 5.3 FIXATION OF PAY:**
- 5.3.1** Pay for the selected candidates is fixed by the selection committee as per the pay scale approved by the Governing Council for the respective post based upon the qualification and experience of the candidate.
- 5.3.2** Higher Pay Packages for exceptional and experienced candidates are fixed by the selection committee subject to the approval of the President of the Trust.
- 5.3.3** When an employee is promoted to a post or appointed to an ex-cadre post and such promotion or appointment involves assumption of duties involving higher responsibilities than those of the post held by him/her, his/her initial pay in the time scale of the higher post shall be fixed at the stage next above the pay in the time scale of the lower post at the time of such fixation.
- 5.3.4** An increment/promotion may be withheld from an employee by the Institution, if his/her conduct/performance has not been satisfactory and such withholding the increment on the said ground shall not be treated as punishment. However, reasons for withholding the increment may be intimated to the employee in writing. The employee may seek review of such decision by representing to the authority higher

to the one who is empowered to sanction the increment.

- 5.3.5 Where under the conditions of his/her service, an employee has to pass any service examination or test before earning an increment; he/she shall not earn the increment until he/she passes such examination or test. These examinations or tests may be made mandatory if these check the level of competency of a post which may change from time to time (Computer Hardware and Software knowledge-Operating Systems, MS-WORD, MS-POWERPOINT, MS-EXCEL, MS-OUTLOOK, TALLY Etc.). If the employee fails the examinations declared mandatory by Governing Body within the prescribed duration specified by Governing Body he/she may be demoted/terminated after giving sufficient chance to improve. Employee concerned shall be given only two opportunities within specified time of one year for each test to qualify.
- 5.3.6 After passing the examination or test, his/her pay shall be fixed in the time scale at the stage at which he/she would have drawn the pay, if the earning of the increment had not been deferred, but the increased pay shall be given from the date of passing the examination or test.
- 5.3.7 When an efficiency bar is prescribed in a time scale, the increment next above bar, shall not be given to an employee without specific sanction of the Governing Council.
- 5.3.8 The conditions under which service counts for increments in a time scale are as follows:
- 5.3.8.1 All duty in a post on a time scale counts for increment in that scale; provided that for the purpose of arriving at the date of the next increment in that time scale the total of all such period as do not count for increment in the time scale shall be added to the normal date of increment.
- 5.3.8.2 All leave except extraordinary leave (Leave without Allowances) count for increment in the time scale applicable to a post in which an employee was placed at the time of proceeding on leave.
- 5.3.8.3 Extra ordinary leave (Leave without Allowance) on medical grounds duly supported by medical certificate shall count for increment.
- 5.3.8.4 The period spent on probation shall count for increment.
- 5.3.8.5 Time passed while on suspension does not count towards increment; if the period of suspension is treated as such.
- 5.3.8.6 Period of unauthorized absence not regularized, but treated as such, shall not count for increment in the time scale.
- 5.3.7 If the pay of an employee is reduced as a measure of penalty to a lower stage in his/her time scale, the authority ordering such reduction, shall state the period for which it shall be effective and whether on restoration it shall operate to postpone future increments and if so to what extent.

CHAPTER - VI

6.0 ATTENDANCE, DUTIES AND CONDUCT

6.1 ATTENDANCE, ABSENCE FROM WORK, LATE COMING ETC.

- 6.1.1 Every employee shall be at the assigned place of work and at the notified time for the commencement of his work. He shall report or record each day the time of reporting at and departure from the place of work, in the manner specified by the management. An employee failing to report or record the time as above is liable to be marked absent. An employee who is found absent from his proper place of work during the working hours without permission shall be liable to be treated as absent from the period

he is away from his place of work and will not have earned salary for the period of absence. In addition, he will be liable for disciplinary action.

- 6.1.2** Any employee who after reporting for duty, leaves his place of work during his working hours without permission shall be liable to be treated as absent without leave or permission for the whole day in case his absence is before the rest interval. He will not be paid salary for the full day or half a day as the case may be.
- 6.1.3** If any employee reports late for duty either at the commencement of his working hours or after recess three times during any calendar month he shall forfeit one day's casual or annual leave or one day's salary in lieu thereof if he has no leave to his credit. If he reports late by an hour or more on any day, he shall forfeit half a day's salary in lieu thereof if he has no leave to his credit. The employee reporting late is nevertheless expected to work for the rest of the day failing which he shall forfeit the half day's salary in addition to forfeiture of leave. Services of habitual late comer may be terminated at the discretion of the Management.
- 6.1.4** Late coming up to a maximum of 30 minutes on a single day in month is permitted. Late coming beyond 30 minutes on that day will attract deduction of payment in units of 30 minutes.
- 6.1.5** A staff member arriving within 10 minutes of the commencement of one's scheduled shift is not considered as late coming beyond of 10 minutes from the commencement of the shift/duty will attract deduction of payment in units of 30 minutes (calculated from the commencement of the shift and not from 10 minutes thereafter).
- 6.1.6** Similarly early departure upto a maximum of 30 minutes either on single day or on different occasions aggregating to 30 minutes in a month, is permitted at the discretion of Departmental Head. Any early departure after exhausting this limit will attract deduction of payment in units of 30 minutes.
- 6.1.7** No permission whatsoever (with Pay) shall be given for late coming or early departure other than the permissible limits.
- 6.1.8** Without prejudice to the management's right to effect deductions of payment for late coming and early going beyond the permissible limit, late coming on more than three occasions in a month (excluding the permissible limits, is a mis-conduct and mere deduction of pay for such late coming does not absolve the late comers of the misconduct and they shall be subject to disciplinary action, under these service rules.
- 6.1.9** Besides, deduction of payment for late coming and early departure, such an act amounts to misconduct and appropriate disciplinary action will be taken against such staff in accordance with these service rules.
- 6.1.10** If any departure from the Institute before the close of the scheduled shift, such as going out on official duty, etc, a personal gate pass has to be obtained from the concerned departmental head and surrender the same to the security at the gate and then only leave the institute premises.
- 6.1.11** In the event of any staff member not signing the attendance register as per the clauses mentioned in this rule, he will be marked absent for the whole day or half a day as the case may be.
- 6.1.12** A staff member who is on staggered shift shall not leave his post or duty until he is relieved by his successor.
- 6.1.13** Every staff member shall be present punctually at the specified time at his allotted place of work.

- 6.1.14 No staff member shall remain absent from work without sanction of leave, prior permission or intimation to the sanctioning authority. Absence from duty or frequent late coming causes dislocation of the working schedules and consequent inconvenience even in the inter-connected departments. All the staff members, therefore, should ensure that they do not absent themselves from work or come late frequently.
- 6.1.15 If a staff member is absents from the allotted work place during his working duty or duty hours,(except when he is authorized by the Management) he shall be liable to be treated as absent for the whole day, in case his absence commences before the recess period, he will be marked absent for the whole day, and in case his absence commences after the recess period, he will be marked absent for half a day. He will be liable for disciplinary action under these service rules.
- 6.1.16 Such Category of staff member as may be specified from time to time shall while on duty wear uniform supplied to them. They shall exercise proper care in preserving the uniform in good condition and return them to the Institute when ceasing to be in service, or transferred to a position where such uniform is not required.
- 6.1.17 If staff member reports for duty in improper dress or without wearing the required uniform in a proper manner, condition and properly groomed, he/she shall not be allowed to work until he/she equipped/dressed/properly groomed and shall not be paid for the time so taken by him/her.

6.2. DUTIES OF TEACHERS:

- 6.2.1 The Faculty Member should come to the college at least 15 minutes before the commencement of classes and should leave the college not earlier than 15 minutes after the end of the last hour.
- 6.2.2 All the Faculty Members are expected to follow the rules and regulations of the Institution as prevalent from time to time.
- 6.2.3 The work load of all the staff shall be fixed by the management. The work load of the teacher should not be less than 48 hours a week, of which teaching-contact hours should be at least as follows:

(i)	Principal	4 hours / week
(ii)	Dean / Professor	8 hours / week
(iii)	Associate Professor	12 hours / week
(iv)	Assistant Professor/SL/Lecturer	16 hours/week

For the above stipulations, two tutorial hours/two laboratory/Drawing hours will be counted as one teaching hour.

The work plan of teachers shall ensure, in the most productive manner, the utilization of stipulated 48 working hours per week, with regard to the roles, jobs and targets assigned to them by the Department/ Institution.

- 6.2.4 Teachers must see that the he / she is conscientious in giving his / her attention to the students.
- 6.2.5 Faculty Members are expected to update their knowledge by attending seminars/workshops/conference, after obtaining necessary permission from the Principal/Management.
- 6.2.6 Faculty Members should attempt to publish text books, research papers in reputed International / Indian Journals / Conferences.
- 6.2.7 The Faculty Member must strive to prepare himself/ herself academically to meet all the challenges and requirements in the methodology of

teaching so that the input may be useful for the student community at large. Every Faculty Member is expected to extend his/her beneficial influence in building up the personality of students and he/she should associate himself/herself actively with such extra-curricular activities which he / she is interested in or assigned to him/her from time to time.

6.2.8 Groupism of any kind should be absolutely avoided. Faculty Members found indulging in such activities will be subject to discipline proceedings.

6.2.9 No teacher is permitted to inflict corporal punishment on a student.

6.2.10 Teachers are expected to record, wherever required by the Regulation, Registers and all Academic marks of their students from time to time in particular at the reopening of the school/ and at the end of the term/semester for Institutions/Colleges. Each year teacher must supply any statistical and other data required by the Head of the Institution.

6.2.11 In addition to normal class-room duties, the teacher shall co-operate carefully and faithfully with the Head of the Institution and other Members of the Teaching Staff in promotion of an atmosphere of academic excellence and in the performance of extra duties and devoting extra time which is required for the welfare of the student or the Institution in general.

6.2.12 No teacher shall undertake private tuition or any other assignment in any other Institutes/Govt. Departments./NGOs etc. without explicit permission from the Head of the Institution.

6.2.13 Teachers shall follow the duties / workload as prescribed by Affiliated Universities/Boards or the Regulatory Bodies like A.I.C.T.E./M.C.I./U.G.C. etc. Management or the Competent Authority shall have the final say in assigning duties/workload.

6.2.14 In any meeting or assembly, decorum should be maintained and difference of opinion, if any, shall be expressed politely in diplomatic words without hurting the feelings of others.

6.3 CODE OF CONDUCT FOR TEACHERS & EMPLOYEES:

NO TEACHER SHALL ---

6.3.1.1 knowingly or willfully neglect his / her duties ;

6.3.1.2 propagate through his/her teaching lessons or otherwise, communal or sectarian outlook or incite or allow any student to indulge in communal or sectarian activity;

6.3.1.3 Discriminate against any student on the ground of caste, creed, language, place or origin, social and cultural back ground or any of them;

6.3.1.4 Indulge in or encourage any form of malpractices connected with the examination or other activities of the Institution;

6.3.1.5 Make any sustained neglect in correcting class work or home-work done by the students;

6.3.1.6 while being present in the Institution/College/School absent himself/herself except with the prior permission of the Head of the Institution from the class which is required to attend;

6.3.1.7 Remain absent from the Institution/College/School without leave or prior permission of the Head of Institution/College/School; Provided that where such absence without leave or without the prior permission of the Head of the Institution/College/School is due to reasons beyond the control of the teacher (serious emergencies), it shall not be deemed to be breach of the Code of conduct, if, on return to duty, the teacher has applied for and

- obtained, ex post facto, the necessary sanction for the leave.
- 6.3.1.8** Accept any job of a remunerative or any non remunerative character from any source other than the Institution / College / School or give private tuition to any student or other person or engage himself / herself in any business unless permitted by the Head of Institution.
- 6.3.1.9** Prepare or publish any book or books, whether directly or indirectly without the permission of the Management.
- 6.3.1.10** Ask for or accept (except with the previous sanction of the management) any contribution, or otherwise associate himself/herself with the raising of any funds or make any other collections, whether in cash or in kind, in pursuance of any object whatsoever, except subscription from the members of any association of teachers.
- 6.3.1.11** Engage himself/herself as a selling agent or canvasser for any publishing firm or trader.
- 6.3.1.12** Enter into any monetary transactions with any student or parent nor shall he / she exploit his / her influence for personal matters in such a manner that he / she has to incur a debt beyond his / her means to repay.
- 6.3.1.13** Accept or permit any member of his / her family or any other person acting on his/her behalf to accept, any gift from any student, parent of any person with whom he / she come into contact by virtue of his / her position in the Institution/College/School.
- Explanation :** a) The expression 'gift' shall include free transport, boarding, lodging or any other service or any other pecuniary advantage when provided by any person other than near relation or personal friend having no dealings with him/her in connection with Institution/College/School.
b) On occasions, such as, weddings, anniversaries when the making of a gift is in conformity with the prevailing social practice provided directly or indirectly it does not form an act of corruption.
- 6.3.1.14** Practice, or incite any student, to practice, casteism, communalism or untouchability.
- 6.3.1.15** Cause, or incite any other person to cause, any damage to Institution/College/School property.
- 6.3.1.16** Behave, or encourage or incite any student, teacher or other employee to behave, in a rowdy or disorderly manner in the Institution/College/School premises.
- 6.3.1.17** Be guilty of, or encourage, violence or any conduct which involves moral turpitude.
- 6.3.1.18** Be guilty of misbehavior or cruelty towards any parents, guardian, student, teacher or other employee of the Institution/College/School.
- 6.3.1.19** Organize or attend any meeting during the school hours except where he/she is required, or permitted by the Head of the Institution/College/School to do so.
- 6.3.2 EVERY TEACHER SHALL –**
- 6.3.2.1** Be punctual in attendance and in respect of his/her class -work and also for any other working in connection with the duties assigned to him/her by the Head of the Institution/College/School.
- 6.3.2.2** Abide by the rules and regulations of the Institution / College / School and also show due respect to the Constituted Authority.
- 6.3.2.3** Take prior permission from the Management for contesting / canvassing for any election and obey any direction issued by the Management.
- 6.4** Nothings contained in sub-rules of 6.1 to 6.2 shall be deemed to take away or

bridge the right of a teacher/employee.

- 6.4.1** To appear at any examination to improve his/her qualifications.
- 6.4.2** To become, or to continue to be, a member of any literary, scientific or professional organization.
- 6.4.3** To make any representation for the redressal of any bonafide grievance, subject to the conditions that such representation is not made in any rude or indecorous language.
- 6.4.4** To organize or attend any meeting outside the school hours, subject to the conditions that such meeting is held outside the Association / Institutions / Colleges / Schools premises provided such meetings are not detrimental to the Trust / Institutions / Colleges / Schools.
- 6.5** The breach of any condition specified in sub-rules of **6.2** shall be deemed to be a breach of the Code of Conduct.
- 6.6** The Code of conduct specified for teachers shall, apply to all other employees of the Institution.
- 6.7 DEPARTMENT:**
 - 6.7.1** The Faculty Member should always first talk to the HOD and keep the HOD in confidence about the member's professional and personal activities.
 - 6.7.2** The teaching load will be allotted by the HOD after taking into account of the Faculty Member's interests.
 - 6.7.3** In addition to the teaching, the Faculty Member should take additional responsibilities as assigned by HOD / Principal in academic, co-curricular or extracurricular activities.
 - 6.7.4** Every Faculty Member must give seminar on some topic at least once in each semester to other faculty.
 - 6.7.5** Every Faculty Member should maintain student's attendance records and the absentees roll number should be noted everyday in the Master attendance Register maintained in the Department as soon as the classes/laboratory hours are over.
 - 6.7.6** Whenever a Faculty Member intends to take leave, the Faculty Member should get the leave sanctioned in advance and with proper alternate arrangements made for class / lab / invigilation. In case of emergency, the HOD or the next senior faculty must be informed with appropriate alternate arrangements suggested.
 - 6.7.7** The Faculty Member should make himself / herself presentable. The Faculty Member should show no partiality to any segment / individual student.
 - 6.7.8** The Faculty Advisor must update the student's personal file regularly and put up for inspection by HOD/Principal as the case may be.
- 6.8 CLASS ROOM TEACHING**
 - 6.8.1** Once the subject is allotted the Faculty Member should prepare the lecture hour wise lesson plan
 - 6.8.2** The Faculty Member should get the lesson plan and course file - approved by HOD and Principal.

The course file consists of preface, previous year university question papers, notes, hand outs, OHP sheets, test/exam question papers, two model answer scripts for each test/exam, Assignments (if any), minute paper, feedback analysis report etc
 - 6.8.3** The Faculty Member's Diary must be regularly updated and put up for

inspection by HOD/Principal as the case may be.

- 6.8.4 The Faculty Member should refer to more books than textbooks and prepare his/her detailed lecture notes. These lecture notes are his/her aids. The Faculty Member should not dictate the notes in the class.
- 6.8.5 The Faculty Member should go to the class at least 5 minutes before and enter the class without delay when the bell rings.
- 6.8.6 The Faculty Member should engage the full 50 minutes and should not leave the class early.
- 6.8.7 The Faculty Member ideally should recapture for first 5 minutes the lessons of the last lecture, tell what is going to learn in another 2 min-utes, then explain the lecture well up to 40 minutes and in the last 3 minutes conclude and say what we will see in the next class.
- 6.8.8 The Faculty of Member should cultivate to include humour in the lecture, to break the monotony.
- 6.8.9 Should practice/rehearse the lecture well before going to the class.
- 6.8.10 The Faculty Member should make use of OHP, Models etc., as teaching aids.
- 6.8.11 The Faculty Member should encourage students asking doubts / questions.
- 6.8.12 The Faculty Member should get the feedback from students and act / adjust the teaching appropriately.
- 6.8.13 The Faculty Member should take care of academically backwards students and pay special attention to their needs in special classes.
- 6.8.14 In problem oriented subject, regular tutorials have to be conducted. The Tutorial problems have to be handed over to the students at least in week in advance of actual class.
- 6.8.15 The Faculty Member shall give possible 2-mark questions with answers for each unit.
- 6.8.16 The Faculty Member should sign in the class log book every day after he/she finishes the lecture.
- 6.8.17 The Faculty Member should interact with the class coordinator or counselor and inform him / her about the habitual absentees, academically backward student, objectionable behavior etc.
- 6.8.18 The Faculty Member should always aim for 100% pass results in his / her subjects and work accordingly.
- 6.8.19 The Faculty member should regularly visit library and read the latest journals / magazines in his / her specialty and keep oneself abreast of latest advancements.
- 6.8.20 The Faculty Member should make himself/ herself available for doubt clearance.
- 6.8.21 The Faculty Member should motivate the students and bring out the creativity / originality in the students.

6.9 LABORATORY

- 6.9.1 The Faculty Member going for laboratory class must perform the experiments personally and be satisfied with the results before asking the students to conduct the experiments.
- 6.9.2 Whenever possible, additional experiments to clarify or enlighten the students must be given.
- 6.9.3 The lab observations/records must be corrected then and there or at least by next class.

6.10 TEST /EXAM

- 6.10.1 While setting question paper, the Faculty Member should also pre-prepare the detailed answer and marking scheme and submit to HOD for approval.
- 6.10.2 During invigilation, the Faculty Member should be continuously moving around. He / She should not sit in a place for a prolonged time. He/ She should watch closely so that nobody does any malpractice in the exam/test.
- 6.10.3 Whenever any malpractice is noticed, the Faculty Member should get a written statement from the student and inform the University Representative / Chief Superintendent. (Class co-ordinator and HOD concerned in the case of cycle test / Model Examination).
- 6.10.4 The test papers must be corrected within three days from the date of examination and marks submitted to the HOD for forwarding to Principal with remarks

The faculty members should be very fair and impartial in awarding of internal marks to students or in selecting the outstanding students of the department / college and on similar occasions, it should be done strictly as per the prescribed norms. It should not have any bearing with region, language, religion, caste, status of parents, personal relations, etc

6.11 STUDENT – FACULTY REPORT

- 6.11.1 The Faculty Member should have a good control of students.
- 6.11.2 As soon as the Faculty Member enters the class, He / She should take attendance. If anybody enters late, the student may be permitted to attend the class but marked absent. In case of repeaters or habitual late-comers the teacher should try to correct the student through personal counseling and if it does not bring any change the student must be directed to meet the class coordinator, HoD.
- 6.11.3 The Faculty Member should act with tact and deal with insubordination by students maturely.
- 6.11.4 The Faculty Member should be strict but not harsh. Never use harsh words, which would hurt the feeling of the students.

CHAPTER - VII

7. MISCONDUCTS, SUSPENSION AND PENALTIES

7.1 MISCONDUCTS: Misconduct shall mean an act of commission or warranty, expressed or implied, custom or usage, whether specified herein or otherwise, either single or in collaboration with others, whether amounting to a substantial act, abetment or connivance within the premises of the establishment if related to the maintenance of discipline or pertaining to the interest of the management or other employees or officers of the management, provided the instances mentioned hereunder shall not be regarded as exhaustive.

- i. Any act of omissions, which in.
- ii. Discipline or reputation or prestige of the management and the establishment, whether or not expressly regarded as such shall amount to misconduct whether committed within or outside the premises of the institute/establishment.
- iii. Without prejudice to the general meaning of the term, amongst other the following acts and omissions shall be treated as misconduct ;

7.1.1 Theft, fraud and dishonesty in connection with the property of the

Institution.

- 7.1.2** Demanding, accepting or offering bribe or any illegal gratification, whatsoever.
- 7.1.3** Drunkenness, fighting, riotous or disorderly or indecent behaviour within the premises of the Institution/Establishment.
- 7.1.4** Willful insubordination or disobedience, whether alone or in combination with others to any lawful and reasonable order of a superior.
- 7.1.5** Sleeping while on duty or during working hours or after duty in part of the Institute / Establishment.
- 7.1.6** Material mis-statements made on employment in the application for employment.
- 7.1.7** Anywhere within the establishment, causing or threatening to cause mental and / or physical pain or injury to other employees either alone or in collusion with others.
- 7.1.8** Committing any act likely to harm or endanger the Institution's property.
- 7.1.9** Sabotage
- 7.1.10** Commission of any act subversive of discipline or good behavior on the premises of the establishment, or outside if such act adversely affects or is likely to affect adversely the working or discipline in or reputation of the institute / establishment.
- 7.1.11** Breach of any rules or instruction for the maintenance or running of any section or department or machinery or the use of any tool or the manner of doing any work (including traffic regulations by the vehicle drivers) or the maintenance of the cleanliness of any portion of the institute / establishment.
- 7.1.12** Habitual commission of any act or commission for which a fine may be imposed under the University / Affiliated /UGC or etc.
- 7.1.13** Conviction for any criminal offence involving moral turpitude.
- 7.1.14** Refusal to accept any communication or charge sheet from the establishment.
- 7.1.15** Not to be present before any enquiry authority/committee.
- 7.1.16** Not producing any required documents etc. when summoned.
- 7.1.17** Habitual negligence or neglect of work.
- 7.1.18** Smoking, Chewing tobacco / Gutaka / Pan Masala / Chewing gum and any other prohibited material/ within any Institution premises.
- 7.1.19** Habitual indiscipline or loitering,
- 7.1.20** Refusal to work on another assignment.
- 7.1.21** Habitual irregularity in attendance for any reason whatsoever.
- 7.1.22** Gambling within the premises of the establishment.
- 7.1.23** Leaving the Institution before time without permission.
- 7.1.24** Engaging or abetting in abusing and causing physical violence with another employee at any time or at any place.
- 7.1.25** Habitual absence without leave or overstaying leave or absence without leave.
- 7.1.26** Holding of unauthorized meetings within the premises of the Institution or Establishment.
- 7.1.27** Discourteous behavior towards any Body/Council.
- 7.1.24** Causing sexual harassment.
- 7.1.25** Wearing objectionable dress and indecent exposure of the Council.
- 7.1.26** Attending natures call / spitting in open within the Institute / College / School premises.
- 7.1.27** Idling or wasting time or not working during the working hours or being

- within the establishment / institute outside the authorized hours of work without permission of the Head of Institute or any authorized person.
- 7.1.28** Wrongful interference with the work of other staff member or of any other person authorized by the management to do any work.
- 7.1.29** Conviction by criminal court for an offence involving moral turpitude, within the meaning of IPC, within the premises of the institute / establishment or outside the premises and committing any act of omission within the premises of the institute and outside, whether amounts to any offence or not, which would tend to have the effect or result in impairing the reputation, the public confidence, the discipline or the prestige of the institute / trust.
- 7.1.30** Use of impolite or insulting or abusive language, assault or threat of assault or intimating by words or signs or in any other manner, or coercion in the premises of the establishment against any superior or any employee or visitor or student or patient or customer or guest of/in the establishment or any other person authorized to work in the establishment or instigating or abetting any other person in such an act and any such act outside the premises of the establishment / institute or anywhere if it affects or is likely to affect the discipline or work or business or reputation of the employer.
- 7.1.31** Wrongfully interfering with the record of attendance or means of recording attendance of oneself or any other workman or falsifying, defacing, destroying or tampering in any manner with any record of the establishment/ institute.
- 7.1.32** Unauthorized or forcible occupation of the institute or the employer's owned or leased or rented quarters or house or property or unauthorized evacuation of the employer's allotted quarters without the management permission or misuse of the employers allotted quarters(whether owned or taken on lease or rented by the employer) wherever the quarters are provided by the employer. Unauthorized assembly of two or more staff members in public areas in the premises like in and around the main gate, lobby, guest corridors, etc
- 7.1.33** Any conduct prejudicial to the interest or reputation of the Establishment or the employer
- 7.1.34** Poor or unsatisfactory workmanship
- 7.1.35** Giving false or incorrect information or failure to disclose information regarding self, name, age, previous illness, father's name, qualification, previous employment, experience, past record, conviction by a court of law, the reasons for leaving previous employment/s etc
- 7.1.36** Restraining in any manner or detaining or gheraoing any representative or employee or any executive or director or visitor, or guest or student of the institute /establishment either inside or outside the premises or the institute / establishment.
- 7.1.37** Neither obtaining any benefits under a false pretext or by making false or incorrect statements or by suppressing or by not disclosing material/relevant information.
- 7.1.38** Failure to attend work on overtime or on weekly –off day or holiday when required to do so by the superior.
- 7.1.39** Refusal to be searched by the security personnel or any other authorized person.
- 7.1.40** Bringing inside the premises of the institute, or possessing or using or

- consuming in any way alcohol or narcotics or any intoxicating substance or drugs within the premises of the institute or reporting work while under the influence of alcohol or narcotics or drugs or any intoxicating substance.
- 7.1.41** Instigating or participating in any demonstrations on the institute's or the employer's leased or rented or owned property.
- 7.1.42** Conducting or participating in any way in any meeting on the establishment's or the employer's leased or rented or owned property without prior written permission of the management.
- 7.1.43** Breach of any of the provisions prescribed to be complied with by a staff member under these service rules or instigating, aiding, abetting or acting in furtherance of any breach thereof.
- 7.1.44** Willful disfigurement, destruction or alteration of any record of the institute.
- 7.1.45** Threatening, intimidating, co-ertion, assaulting, interfering, with or quarrelling with any person in the premises.
- 7.1.46** Use of offensive, wile or gestures or postures with hidden imputation against the management.
- 7.1.47** Acts of immorally within the precincts of the institute or any acts of bringing the institute or trust into disrepute, example, pimping, prostitution, foreign exchange control violation, impoliteness or assault of guests carrying of any side business related to institute guests or tourism.
- 7.1.48** Unauthorized cooking of food in any part of the Institute premises.
- 7.1.49** Harassment or incivility to customers, students' visitors, superiors, suppliers etc.
- 7.1.50** Breach of any law or statute applicable to the institute or its employer.
- 7.1.51** Habitual breach of any rules or instructions for maintenance and running of any section of the institute.
- 7.1.52** Soliciting any tips from the customers or the students.
- 7.1.53** Failure to deposit any lost article found in the institute premises in the lost and found depts.
- 7.1.54** Using parking space unless specifically authorized by the management.
- 7.1.55** Obtaining or attempting to obtain leave of absence (including sick leave) by the use of false pretexts.
- 7.1.56** Using of the institute facilitates as a client or customer or student or guest of a client unless specifically authorized by the management.
- 7.1.57** Remaining habitually dirty or disheveled, unshaven and with uncleaned hands or cloth.
- 7.1.58** Non- observance of procedures and instructions specified by the management regarding hygiene.
- 7.1.59** Not spitting in spittoons provided for the purpose.
- 7.1.60** Failure to undergo any inoculation, vaxination or other medical or treatment required by the management.
- 7.1.61** Refusal to work beyond the stipulated period of work or work on holidays when specifically instructed to do by the management.
- 7.1.62** Any act or omission showing loss of confidence in an employee
- 7.1.63** Violation of rules relating to staff entry and exit.
- 7.1.64** Late attendance or unauthorized early departure from the institute ie. Before the close of shift hours for more than three occasions in a month.
- 7.1.65** Making false, vicious or malicious or defamatory statement, public or otherwise against the establishment or the employer or any member or

director or an employee of the trust or the establishment provided that such statements

- i. Are directly linked with the general relationship of employer and employee or
 - ii. Are directly connected with the contentment or comfort or reputation of the workman or employees or a director or
 - iii. Have a material bearing on the smooth and efficient working of the institute / establishment or
 - iv. Place or are likely to place the establishment or the employer or a director or any member or an employee of the trust or the establishment in disrepute.
- 7.1.66** Giving wrong declaration in the application or any appointment from at the time of seeing employment.
- 7.1.67** Willful or deliberate slowing down in performance or work or production /output or abetment or instigation thereof.
- 7.1.68** Embezzlement of misappropriation or dishonesty in connection with the employer's or institute's business or property of another person within or outside the premises of the institute/establishment.
- 7.1.69** Demanding, asking for or taking or giving bribes or any illegal gratification or demanding tips from the guests.
- 7.1.70** Habitual absence without leave or absence without leave for more than 3 consecutive days or overstaying the sanctioned leave without sanction and without sufficient grounds or without proper or satisfactory explanation.
- 7.1.71** Late Attendance on not less than three occasions within a period of 30 Days.
- 7.1.72** Habitual breach of any standing orders/rules or any law applicable to the institute / establishment or rules made thereunder.
- 7.1.73** Soliciting or collecting, without the written permission of the Head of the Institute, of any money or any donation or article for any purpose whatsoever at any time within the premises or precincts of the institute / establishment, except as sanctioned by any law for the time being in force.
- 7.1.74** Damage or loss whether willful or due to irresponsible action or damage or loss due to negligence or carelessness to/or of work in process to/or of any property of the institute / establishment.
- 7.1.75** Entering or leaving the premises or department of the Hospital/Institute except by the gates provided for the purpose.
- 7.1.76** Borrowing or lending money within the hospital premises
- 7.1.77** Laziness, inefficiency or careless work
- 7.1.78** Late Attendance or Absence from duty without notice or permission or leave.
- 7.1.79** Improper or discourteous behavior towards patients or member of the public in the institute / hospital premises, abusing, loud talking or making noise in the hospital premises.
- 7.1.80** Failure to carry identification card/badges.
- 7.1.81** Failure to wear uniforms, or wearing unclean uniforms or lack of personal cleanliness while on duty.
- 7.1.82** Breach of Service Rules or any other Rules or Regulations in force in the Hospital/institute.
- 7.1.83** Committing minor misconduct more than three times.
- 7.1.84** Failure to observe safety rules or instructions or make use of safety devices

- provided by the management or failure to take preventive measures to use safety devices or equipment or interference with any safety device or equipment etc installed within the institute/establishment or outside.
- 7.1.85 Unauthorized handling of any machine, apparatus or equipment.
- 7.1.86 Breach of any rules or instructions given by a superior for the proper functioning or safety of the Institute / establishment.
- 7.1.87 Distributing or exhibiting within or on the premises of the establishment / Institute or on the walls or compound or any property of the institute / establishment (inside or outside), handbills, pamphlets, posters, forms or other literature or sign/s or drawing and such other things or causing to be displayed by means of signs or writing or other visible representation on any matter or otherwise disfiguring in any way the walls or property of the establishment / institute without prior written sanction of the head of institute / establishment.
- 7.1.88 Misusing or mishandling any machine, apparatus or equipment.
- 7.1.89 Failure to report the loss of any tools or materials entrusted to him in the performance of his duties or failure to account for the same.
- 7.1.90 Furnishing false or incorrect information or withholding any relevant or pertinent information at the time of appointment or at any other time.
- 7.1.91 Failure to report at once to his superiors any accident or hazard noticed inside the Institute /Hospital premises or to report promptly any occurrence or defect or mistake which might endanger lives of patients or persons in the Hospital or that of other persons or might result in any damage to the property of the Hospital or that of any others.
- 7.1.92 Using Hospital/Institute facilities unauthorisedly for personal gains.
- 7.1.93 Refusal to accept order of transfer from one job to another or from one department, centre or branch of the Hospital/Institute to another.
- 7.1.94 Insubordination or disobedience whether alone or in combination with others of any lawful and reasonable order of a superior or instigating others to insubordination or disobedience.
- 7.1.95 Delaying in the performance of work or go-slow in work or instigation thereof and/or gross negligence or neglect of work.
- 7.1.96 Bringing liquor or other intoxicants to hospital premises, consuming any intoxicants on hospital/institute property, or reporting for a work in a not-sober condition because of previous indulgence or under the influence of any intoxicant.
- 7.1.97 Using indecent language or making false allegations against superiors or co-employees.
- 7.1.98 Any act subversive of discipline or good behavior in the Institute/Hospital premises or outside the Hospital/Institute premises if it affects the discipline or administration of the hospital or has a bearing on the smooth and efficient working of the Institute/Hospital.
- 7.1.99 Participating in a strike or stay-in-strike or abetting inciting, instigating or acting in furtherance of a strike or stay-in-strike.
- 7.1.100 Organizing, holding, attending or taking part in any meeting, exhibiting, sticking or distributing any hand bills, notices, leaflets, booklets, pamphlets, or posters in the Hospital premises without prior permission of the management.
- 7.1.101 Any act or conduct within the premises of the Institute/Hospital which is likely to endanger the life or safety of any person.

- 7.1.102 Possessing firearms, other weapons or any other article in the Institute/Hospital premises detrimental security of the Hospital or persons.
- 7.1.103 Gheraoing or surrounding or forcibly detaining superiors or other employees of the Institute/Hospital or resorting to stay-in-strike, hunger strike or similar action in or outside the Hospital premises.
- 7.1.104 Trespassing or forcible occupation of any portion of the Institute/Hospital premises, unauthorized use or occupation of Institute/Hospital accommodation or refusal to vacate the same when called upon to do so by the management.
- 7.1.105 Causing damage to work in process or to any other property of the Hospital/Institute.
- 7.1.106 Preaching or inciting disaffection or violence in relation to matters and people concerning the Hospital/Institute.
- 7.1.107 Tampering with records of the Institute/Hospital, falsification, defacement or destruction of any records of the Hospital including those pertaining to employees and patients.
- 7.1.108 Soliciting, demanding, collecting or canvassing the collection of any money from anyone or sale of any kind of tickets, lotteries, raffles, coupons, chances, tokens, in connection with any scheme for the sale of any commodity within the premises of the Institute/Hospital for any purpose or reason whatsoever.
- 7.1.109 Disclosing to any unauthorized person any information, affecting the interest of the Institute/Hospital with regard to procedures, practice and functioning of the Institute/Hospital without its authority or divulging information pertaining to medical treatment of patients of the Hospital to unauthorized persons and breach of any of the secrecy regulations prescribed under clauses of these service rules.
- 7.1.110 Engaging in private work or trade within the Institute/Hospital premises, engaging in other employment while in the service of the Hospital or engaging in the same or similar profession outside the institute/ Hospital without the written permission of the Management.
- 7.1.111 Commission of any offence punishable under the Indian Penal Code whether committed inside or outside the Hospital/Institute.
- 7.1.112 Carrying on or canvassing political activity in the Institute/Hospital premises.
- 7.1.113 Refusal to accept a charge sheet, order or any other communication from the management.
- 7.1.114 Unauthorized use of the employer's or the establishment's premises, property, machinery, tools, books, materials etc.
- 7.1.115 Unauthorized bringing into the institute/establishment, unauthorized possession of any lethal weapon/explosives on the premises of the institute / establishment.
- 7.1.116 Making, without being so required by the manager/officer, notes, drawings or sketches or photographs for his own use or for the use of anyone else of any plant or machinery or process of work or recipe or taking or keeping in his possession copies of any papers or documents of or relating to the institute / establishment.
- 7.1.117 Publishing or causing to be published in any manner or making public in any manner any matter relating to the institute or business or working of the establishment without the prior written consent of the management.

7.1.118

7.1.119 Unauthorized removal from or affixing of notices on the notice boards or any other place in the Institute/Hospital and its premises.

7.1.120 Employees on 'Off Duty' visiting the Hospital and causing nuisance/disturbance to the normal functioning of the hospital/institute.

7.1.121 Entertaining visitors/outsideers while on duty without permission of appropriate authority.

7.2 SUSPENSION :

7.2.1 The Governing Council or any other Competent Authority specified by the Governing Council may place an employee under suspension :

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

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

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

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

7.3 SUBSISTENCE ALLOWANCE:

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

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

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

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

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

7.4 TREATMENT OF PERIOD OF SUSPENSION:

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

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

7.4.3 In a case falling under clauses (7.4.1) the period of absence from duty shall be treated as period spent on duty and in a case falling under clause (7.4.2) the period of absence shall not be treated as period spent on duty, but the

Management may in its discretion, grant leave for the period to the extent admissible to the employee under the Rules and any period of absence which has not been treated as period spent on duty or on leave shall not count as service for any purpose and shall constitute a break in the service.

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

7.5 PENALTIES AND PUNISHMENT:

- 7.5.1** The following penalties and punishment may, for good and sufficient reasons and as hereinafter provided, be imposed on an employee guilty of misconduct may be.

7.5.1.1 Censure / Warning.

7.5.1.2 Withholding of increments of pay.

7.5.1.3 Withholding of promotion.

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

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

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

7.5.1.7 Dismissal from service.

7.5.1.8 Fined subject to and in accordance with provisions of the KCSR Act, where applicable

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

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

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

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

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

7.5.2.5 Discharged from service

7.5.2.6 Dismissed from service

7.5.2.7 TERMINATION OF SERVICE:

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

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

7.6 PROCEDURE FOR IMPOSITION OF PENALTIES AND PUNISHMENT:

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

- 7.6.2** All observed faults shall be immediately recorded by the Head of the Department in which the staff member committing the fault may be working, on an investigation report and also in the staff member's service record. In the case of the first fault, so recorded, the staff member concerned may be warned. In the case of the second fault by the same staff member, he may be reprimanded. Both

warning and reprimand when administered shall be recorded in the service record of the staff member. In the case of a third fault by the same staff member he/she shall be reported to the Head of Institute who may administer final warning or direct issue of charge sheet for appropriate disciplinary action treating the omission as misconduct.

- 7.6.3** Any staff member found to commit any act of misconduct specified in service rules of above shall be served with a charge sheet clearly stating the charges leveled against him. Such a staff member shall be given an opportunity to explain and answer the charges leveled against him in an enquiry conducted by an Enquiry Officer duly appointed by the Head of the Institute for this purpose.

The Management will also appoint a presenting officer, from among the officer of the institute /trust to represent the Management in the domestic enquiry. The concerned staff member shall, if he so desires, be allowed to be defend by another staff member of the institute, but not by any outsider. The staff member concerned shall be given an opportunity to lead evidence and produce witness in his/her defence and cross examine witness who depose in favour of the charges alleged is based. The statement of the concerned staff member to be defended by and the evidence lead by either side shall be recorded by the Enquiry Officer, who will record his findings, based on the evidence so recorded. If the concerned staff member fails to attend the enquiry, it shall be proceed ex-parte. The enquiry officer shall submit his report and the findings to the Head of Institute for further action.

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

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

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

- 7.6.5** On the conclusion of the inquiry, the employee shall be made available copy of the Report & Findings of the Enquiry Officer and the employee shall be provided an opportunity to submit his/her say on the findings of the Enquiry Officer and show cause as to why the proposed punishment should not be imposed on the employee in respect of the misconduct proved against him/her. If the disciplinary authority is satisfied after considering the report of the Inquiring Officer and the records of the proceedings and submission of the employee on the findings of the Enquiry Officer that all or any of the charges against the employee have been proved, will award the appropriate punishment.

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

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

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

- 7.6.9** Any recommendations by Govt. / MCI / AICTE / UGC / Universities and any

other Governing Bodies may be accepted and implemented by the Management without further enquiries.

7.7 NO WORK NO PAY;

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

7.8 PENALTY FOR ABSENCE WITHOUT LEAVE OR PROPER CAUSE :

If employees acting individually or in concert and without reasonable cause absent themselves from work or being present at the work spot refuse to work, each one of them shall be liable to a deduction from his salary an amount equal to his remuneration for eight days for the first time. Management at its discretion can terminate the services of an employee for habitual refusal. Any punitive action shall be taken only after proper enquiry and employee will be given adequate chance to present his case before the enquiry committee set by the Management.

CHAPTER - VIII

8. LEAVE

8.1. GENERAL CONDITIONS:

- 8.1.1** Leave cannot be claimed as matter of right. Discretion is reserved to the President or Head of the Institution to grant leave or to refuse or revoke leave at any time according to the exigencies of service.
- 8.1.2** Any kind of leave under these Rules may be granted in combination with or in continuation of any kind of leave, except casual leave.
- 8.1.3** Permanent employee shall be eligible for Earned Leave, Casual Leave, Compensatory Casual leave, Half Pay Leave / Commuted Leave, Special Casual Leave, and Extraordinary Leave. No employee shall be entitled to any leave under these rules, in respect of unauthorized absence from duty in pursuance of an illegal strike.
- 8.1.4** No leave shall be granted beyond the date on which an employee is due to retirement on attaining the age of superannuation. All leave at credit shall lapse on attaining the age of superannuation.
- 8.1.5 Leave while under suspension:** Leave of absence is not admissible to an employee who has been suspended from duty. An employee under suspension should not leave the station where his/her office is situated except with specific permission of the Chairman or Head of the Institution
- 8.1.6** The employees will be allowed to avail privilege/ annual/earned leave, in accordance with provisions for leave with wages under the provisions of the Karnataka Rules made there under as in force from time to time after the employee's confirmation of service.
- 8.1.7** Earned leave can only be availed for a maximum of three occasions in a calendar year, in spite of the duration of each occasion. Every employee is required to give, in the month of February every year his schedule of availing earned leave during the year.
- 8.1.8** When the earned leave is availed, all holidays whether occurring during or at either end of the period of leave are excluded.
- 8.1.9** Earned leave can be accumulated to a maximum of 180 days at any given time. Leave has been in excess of this will lapse unless the leave applied for has not been granted due to exigency of work. On such an event, the extent of leave refused can also be accumulated in addition to 90 days, until such time a leave sought for is granted on a later occasion.

- 8.1.10 The staff member desiring to proceed on leave shall furnish to the management the place and the address where he/she has to spend his/her leave. In case of emergency, the management has the right to recall the staff member to join his/her duties during the period of leave and, for this purpose the Management shall issue a email/sms to the concerned staff member as and when necessary. The staff member shall report for duty immediately on the receipt of the communication.
- 8.1.11 The leave sanctioning authority has the right to curtail or to revoke the sanctioned leave due to exigency of work.
- 8.1.12 Unavailed part of casual cum sick leave in a Calendar year shall lapse.
- 8.1.13 All the leaves will be allowed to the staff member, subject to the exigencies of the work and they cannot to be claimed as a matter of right.
- 8.1.14 Application for any kind of leave shall be on Establishment's prescribed form and application in any other form shall not be entertained. Grant of any leave cannot be assured or presumed by the staff member, leave had to be applied for and unless the same is sanctioned in writing, no leave can be availed by the staff member.
- 8.1.15 No staff member on leave shall take up any employment or any other occasion for profit or gain. If he does so his/her services will be liable to be terminated.
- 8.1.16 The Management may ask any staff member to proceed on leave at any time during the year as its discretion.
- 8.1.17 If any staff member absents himself/herself or overstays his leave sanctioned to him/her for 8 more working days continuously, he/she shall be deemed to have left the employment and shall lose his lein on his/her employment automatically and his / her name shall be struct off from the muster roll of the institute. Unless he/she returns within 8 days of the expiry of the sanctioned leave and explains to the satisfaction of the management granting leave, his/her inability to reassume his / her duty immediately on the expiry of her /his leave.
- 8.1.18 No staff member shall leave his notified residence without the prior permission of the management in writing during the period of any type of leave. If so permitted, the staff member shall notify his/her temporary leave address to the management before proceeding on leave.
- 8.1.19 Notwithstanding anything contained in these service rules, the wages/salary payable for sick leave shall be subject to the adjustment against any cash benefit available under ESI Scheme.

8.2 EARNED LEAVE :

8.2.1 For NON – TEACHING STAFF

- 8.2.1.1 Employees in the non-teaching staff category working in the non-vacation department are eligible for **30 days earned leave** in a calendar year which shall be credited in advance in two installments of 15 days each on first January and first July, every year.
- 8.2.1.2 In respect of those employees who join during the middle of the calendar year, earned leave shall be credited at the rate of one and a half day for each completed calendar month of service in the half year of the calendar year in which he is appointed subject to a maximum of 10 days.
- 8.2.1.3 The credit for the half year in which an employee is due to retire or resigns from service shall be afforded at the rate of one and a half days for each calendar month of service up to the date of retirement or resignation, subject to a maximum of 10 days.
- 8.2.1.4 When an employee is removed or dismissed from service or dies while in service, the credit of earned leave shall be allowed at the rate of one and a

half days for each completed calendar month of service up to end of the calendar month preceding the calendar month in which he is removed or dismissed from service or dies while in service.

8.2.1.5 If an employee has taken any extraordinary leave in a half year, the credit to be afforded to his/her earned leave account at the commencement of the next half year shall be reduced by one tenth or such extraordinary leave subject to a maximum of ten days.

8.2.1.6 While affording credit of earned leave, fraction of a day shall be rounded off to the nearest day.

8.2.1.7 The maximum earned leave that may be granted at a time shall be thirty days.

8.2.1.8 Earned Leave can be accumulated up to 180 days.

8.2.2 For TEACHING STAFF:

8.2.2.1 Employees in teaching staff category and working in non-vacation department shall be entitled to 30 days earned leave in a calendar year.

8.2.2.2 Employees in teaching staff category and working in vacation Department shall be entitled to earned leave of ten days in a calendar year.

8.2.2.3 The leave account of every employee shall be credited with earned leave in advance in two installments or five days each on the 1st January, and 1st July, every year.

8.2.2.4 If an employee has availed extra ordinary leave/leave without allowance or some period of absence has been treated as diesnon i.e., non-duty during a half year the credit of earned leave to be credited to his/her leave account shall be reduced by one tenth of the period of such leave and/or non-duty, subject to a maximum of five days.

8.3 HALF PAY LEAVE :

8.3.1 The non-teaching staff shall be eligible for 20 days half pay leave in respect of each completed year of service and the said leave could be availed on account of illness duly supported by Medical certificate or on private affairs.

8.3.2 Commuted leave not exceeding half the number of half pay leave due may be granted on medical grounds or on private affairs, subject to the following conditions, namely;

8.3.2.1 The employee should have completed three years of service as on date of application for leave.

8.3.2.2 No commuted leave should be recommended unless the recommending authority has reason to believe that the employee will return to duty on expiry of leave.

8.3.2.3 The maximum days of commuted leave that may be granted shall not exceed 30 days at a time.

8.3.2.4 Commuted leave during the entire period of service should be limited to a maximum of 120 days.

8.3.2.5 If the commuted leave is combined with earned leave, the total period of leave should not exceed 150 days.

8.3.2.6 When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave account.

8.3.2.7 When commuted leave is granted to an employee, and he/she subsequently intends to retire or resign on expiry of such leave, the commuted leave should be converted into half pay leave and the difference between the salary in respect of commuted leave and half pay leave should be recovered. If the retirement or resignation is voluntary, refund of excess salary paid shall be enforced, but if the retirement or termination of service is compulsorily thrust upon him/her, no refund of

excess salary should be insisted upon.

- 8.3.2.8** The half pay leave and commuted leave should not be sanctioned, when other kinds of leave are admissible.

8.4 CASUAL CUM SICK LEAVE :

- 8.4.1** The non-teaching staff and teaching staff category of employees are eligible for 12 days casual leave with full pay in each calendar year and casual leave credit shall be allowed in 2 installments at 7 days on 1 Jan and 8 days on first July. An employee can avail of casual leave for not more than 3 days at a time. The unavailed casual leave as on 31st December shall lapse. During the first year of service Casual leave available to an employee shall be at the rate of one day for each completed month of service provided the Casual leave at credit shall lapse on 31st Dec.
- 8.4.2** Casual leave could be availed for half a day either in the morning session or in the afternoon session on any working day. Casual leave may be either prefixed or suffixed (but not both) to a declared holiday, substitute holiday or weekly off. But it cannot, however, pre-fix or suffix to compensatory leave, ESI Leave and Privilege/earned leave. The intervening Sundays and other holidays shall not be treated as Casual leave.
- 8.4.3** Leave without allowance shall not be granted in continuation of casual leave. In cases where leave without allowance is granted in continuation of casual leave, casual leave already granted if any, shall be cancelled and the leave without allowance should commence from the date on which the casual leave commenced.
- 8.4.4** No advance casual leave cum sick leave can be granted against future entitlements.
- 8.4.5** Half a day of casual leave cum sick leave is permissible, provided the employee has to put in atleast 4 hours of work for that day. Leave for less than a half a day is not permissible.
- 8.4.6** Unavailed part of casual cum sick leave in a Calendar year shall lapse.
- 8.4.7** Casual Leave is not granted as a matter of right. In case the sanctioning authority is of the opinion that the staff member is absent without adequate reason or is not prompt in notifying his/her absence, such absence will be treated as unpaid and unauthorized absence and disciplinary action will be initiated as warranted.

8.5 SPECIAL CASUAL LEAVE :

- 8.5.1.1** Special Casual Leave may be granted to an employee for a period not exceeding fifteen days in any one calendar year for the following purposes. The period of absence in excess of thirty days should be treated as regular leave of any kind admissible to the persons concerned. For this purpose, the special casual leave is permitted to be combined with other kinds of regular leave.
- 8.5.1.2** For participation in sports & Educational Programmes (e.g. Seminar / Conferences / Workshops) events of University / State / National or International importance only one event of its kind in a year is permitted.
- 8.5.1.3** When the employee is selected for such participation in respect of international sports events of any one of the recognized sports association as a member of a team which is accepted as representative on behalf of the country.
- 8.5.1.4** Sundays and other holidays intervening the period of special casual leave admissible for participation in sports events are counted as special casual leave and are not excluded from the admissible limit of special casual leave. However, Sundays and holidays can be prefixed and suffixed to the

special casual leave.

- 8.5.2 Special casual leave not exceeding seven days may be allowed to married employees of both sexes in any one calendar year who undergo vasectomy or tubectomy operation on the strength of the medical certificate granted by the Medical Officer performing the operation.
- 8.5.3 Special casual leave not exceeding 14 days may be sanctioned by the President of the Trust to the Woman employees who undergo the non-puerperal sterilization (and not puerperal sterilization) on the strength of the medical certificate granted by the Medical Officer performing the operation.
- 8.5.4 Special casual leave may also be sanctioned to female employees having three or more living children who are not entitled to the grant of maternity leave, but undergo tubectomy operation even during puerperium under the Family Planning Scheme.
- 8.5.5 In the event of failure of tubectomy operation, if the employee undergoes non puerperal tubectomy operation for the second time she shall be granted special casual leave not exceeding 14 days, on production of a medical certificate from the Medical Officer performing the operation to the effect that the first operation was failure and the second operation was actually performed.
- 8.5.6 All women employees who undergo I.U.C.D. placement may be granted a day's special casual leave on the day of insertion.
- 8.5.7 Special casual leave not exceeding fifteen days in each calendar year may be granted to the employees who are chosen by any University / PUC Board as examiners, for attending the examination. They will not be eligible for TA & DA from the Institution.
- 8.6 EXTRAORDINARY LEAVE (LEAVE WITHOUT PAY) :**
- 8.6.1 Extra ordinary leave (leave without salary) may be granted to an employee in the following circumstances.
- 8.6.1.1 When no other leave is by rule, admissible or
- 8.6.1.2 When other leave is admissible, but the employee concerned applies, in writing for grant of extraordinary leave.
- 8.6.2 When an employee is undergoing treatment for Cancer / mental illness / pulmonary tuberculosis / pleurisy of tuberculosis origin/Leprosy, the Governing Council may at its discretion sanction so much of extraordinary leave (Leave without salary) as is required for the treatment of such illness if the application is supported by the Medical Certificate issued by the Medical specialist treating the concerned disease.
- 8.7 MATERNITY LEAVE :**
- 8.7.1 A female employee may be granted maternity leave for a maximum period of 90 days.
- 8.7.2 Maternity leave may also be granted in case of miscarriage or abortion including abortion induced under the Medical termination of pregnancy Act, 1971, (but not threatened abortion subject to the following conditions:-
- 8.7.2.1 The leave is admissible to a female employee who has completed three years of service as on the date of leave application.
- 8.7.2.2 Maternity leave shall not be admissible to a female employee who has two or more living children.
- NOTE:** In the case of delivery of twins the first two deliveries shall only be taken as two living children for purpose of this rule.
- 8.7.2.3 Maternity leave may be combined with vacation of Leave Without

Allowance only.

8.7.2.4 Maternity leave shall not be debited to the leave account.

8.7.2.5 The salary payable during the maternity leave shall be equal to half of the salary drawn immediately before proceeding on leave.

8.7.2.6 No leave beyond the expiry of maternity leave will be granted. However, in exceptional cases where the female employee is not in a position to join duty immediately on expiry of maternity leave due to weakness or other illness. Extraordinary leave (Leave without salary) not exceeding 30 days may be granted on production of medical certificate. Further, leave beyond 30 days may be considered at the discretion of the Management/Chairman.

8.7.2.7 If the female employee does not return to duty on the expiry of maternity leave, the salary paid for the period of maternity leave shall be recovered.

8.8 COMPENSATORY CASUAL LEAVE : (Applicable only to Medical College & Hospital Staff):

An Employee is eligible for Compensatory Casual Leave in lieu of working on declared Holidays. Such leave will be one day leave for working on a declared holiday and subject to a maximum of ten in a calendar year. Compensatory Casual Leave can be availed only after exhausting the Casual Leaves.

8.9 OVER STAYING LEAVE: An employee who remains absent after the expiry of his/her originally granted or subsequently extended leave is entitled to no salary for the period of such absence. Absence from duty after the expiry of leave will render the employee liable to disciplinary action for misconduct except where the employee establishes to the satisfaction of the leave sanctioning authority that he/she was unable to join duty for reasons beyond his/her control.

8.10 EMPLOYMENT DURING LEAVE: An employee who is on leave shall not take service or accept any work profession or employment in any capacity either honorary or otherwise, without obtaining permission in writing from the Chairman. Any violation of the Rule attracts disciplinary action against such employees.

8.11 PART – TIME EMPLOYEES: Part – time employees are not entitled to any other kind of leave admissible under this chapter except casual leave which shall be limited to ten days in each calendar year to vacation staff and fifteen days in each calendar year to non-vacation staff.

REFIXING AND AFFIXING OF HOLIDAYS: The leave under these rules may be either prefixed or suffixed or both by holidays but the intervening Sundays or holidays shall be included in such leave.

8.12 Leave for Employees on Contract: For the members of staff who are appointed on Contract basis leave will be allowed as follows:

8.12.1 Leave on full pay for 30 days and leave on half pay on medical certificate for 15 days for every year of the period of contract. Provided that no leave on full pay shall be granted to those working in vacation departments. However, when they work during any part of the vacation under orders of the competent authority they shall be granted leave on full pay in accordance with the provisions of these rules.

8.12.2 Three months extra-ordinary leave without pay may also be granted provided that the period of contract is for at least three years.

8.12.3 Casual leave as indicated in **Rule 8.4** of these Rules.

8.13 Recalling from Leave: The management may recall any employee who is on leave. If an employee is recalled he shall be eligible for usual traveling

allowance and the unexplored portion of the leave can be availed by him afterwards.

- 8.14 **Extension of leave:** The application for extension of leave shall be submitted well before the expiry of the leave giving reasons for the extension so that the decision regarding sanction is conveyed to the employee in case the extension of leave is not sanctioned and the employee will be obliged to report for duty on the expiry of the leave originally sanctioned.

8.15 ABANDONMENT OF SERVICE

- 8.15.1 If an employee remains absent for eight consecutive days without prior sanction of leave or permission he shall be deemed to have abandoned the employment, and his service shall stand terminated automatically with effect from the date of which the absence commenced.

- 8.15 .2 If an employee remains absent beyond the period of leave originally granted or subsequently extended, he shall be deemed to have abandoned the employment and his service shall stand terminated automatically with effect from the date of which the absence commenced unless he (a) returns within eight days of expiry of the leave and (b) gives a satisfactory explanation for his inability to return on the expiry of leave.

With reference to clause 8.15.1 and 8.15.2, the employee shall be served with a recall notice and in the event he fails to respond or the notices are returned undelivered another notice shall be sent. If there is no response to the second recall notice also only thereafter a final order shall be passed in accordance with the provisions regarding abandonment of service.

- 8.16 **EXCLUSIVE SERVICE :** No employee of the hospital and research center at any time during his tenure of service in the Hospital work for any other employer or engage himself directly or indirectly in any profession, occupation or avocation outside the hospital without the prior written permission of the management.

8.17 DEDUCTION FROM WAGES:

- 8.17.1 Deduction from wages may be made for damages of the Establishment's goods/property by a staff member or for loss of money for which he/she is required to account where such damages/loss is directly attributable to his / her neglect, mis-use, mishandling, improper use of default.

- 8.17.2 If 10 or more staff member acting in concert absent themselves from work or not being present at the workspot, refuse to work, a deduction of 8 days wages will be made from the wages of such staff members as per payment of wages act, besides the deduction of wages for such absence or for not doing their work, they will be also liable for disciplinary action in accordance with these service rules

- 8.17.3 If the staff members willfully or deliberately reduce the normal rate of output/production, deduction from their wages will be made proportionate to such reduction. Such staff members will also render themselves liable for disciplinary action and/or other action as the management deems fit.

- 8.17.4 The Management is entitled to deduct from the wages/salary payable to the staff members, the value of food, accommodation charges etc., which will be fixed from time to time, keeping in view the provisions in this regard under the Minimum Wages Act and notifications there under.

8.18 **PRODCUCTIVITY AND CO-OPERATION:**

- 8.18.1 All the staff members shall extend full co-operation in providing excellence of service, quality, controlling of costs and in security improvement in the institute performance, productivity and image through the introduction of such measures as may be

appropriated from time to time, thus helping SACST Institutions to achieved good financial results.

- 8.18.2 All the staff members shall extend to management all support in maintaining the high standards of discipline that are required to be maintained in the institutions/hospitals, especially in the active discouragement of thefts and non-interference in proven theft cases and absenteeism
- 8.18.3 All the staff members shall undertake to extend the fullest co-operation in bringing about an immediate stoppage of unauthorized consumptions of food and beverages.
- 8.18.4 Every staff member shall report to his assigned place of work, at the proper time in proper uniform and keep himself/herself during the course of his/her duty period in a clean and well-groomed manner, it being expressly agreed that no staff member shall report for work in a dirty disheveled manner, or unshaven appearance, or with unclean hands and finger nails. It is further agreed that in event of any employee found on duty in contravention of the aforesaid the said employee will be required to contribute a sum of Rs.10/- (Rupees Ten Only) to the Welfare Fund for every such contravention.
- 8.18.5 Safety, Health and Hygiene: Strict observance of all safety instructions is obligatory. Any staff member / employee shall not, unless specifically authorized, interfere with any safety device or adjust any machine under power or in motion. Where the establishment has provided protective clothing or appliances for the safety of the staff member / employees, these shall be worn by whosoever engaged in the job for which they have been provided as otherwise the employee / staff member concerned shall be liable for disciplinary action.

CHAPTER: IX

9. VACATIONS & PAYMENT OF SALARY DURING VACATION

- 9.1 The Educational Institution shall remain closed for the mid-term and summer vacation for the period prescribed by the respective Heads of the Institution / College / School.
- 9.2 The following procedure shall be followed for the payment of salary for the period of vacation to the teaching staff.
- 9.2.1 For all Teaching staff members, who have not completed one year or service and not relieved but continued in service as on date of the commencement of annual summer vacation, 15 days salary only for the vacation months shall be paid in the succeeding months.
- 9.2.2 The balance of 15 days salary of each month of the vacation period shall be paid, after reporting for duty on re-opening of the Institution / College / School after vacation in three monthly installments.
Provided that the salary for the vacation period shall not be drawn and paid for the months in which duty salary is drawn and paid.
- 9.3 The payment of salary for the vacation period is subject to the following conditions:
- 9.3.1 Such teaching staff members shall be present on duty on the last working day of commencement of vacation and the first working day on re-opening after vacation
- 9.3.2 They should have deposited all their education certificates (original with the Head of Institution before drawl of the vacation salary
- 9.3.3 The Head of the Institution shall record a certificate in the bill that they have secured the original certificates from the employee for whom vacation salary is drawn in this bill and kept in safe custody.
- 9.3.4 They shall refund the vacation salary drawn for the first year in case, they resign from service before completion of the second academic year. Similarly, they shall refund the vacation salary drawn for the second year in case, they resign before

completion of the third academic year. Thus, they shall continue in service for three years in order to avail the full benefit of the vacation salary.

In case, they desire to take back the original certificates within three years of service they have to deposit one month's or two months' salary as the case may be in addition to the "Vacation Salary" drawn for the preceding vacation period. Such deposits will be refunded on returning of the original certificates.

- 9.4** The above mode of payment of salary is not applicable to those teaching staff who have completed three years of service as on the date of commencement of summer vacation.

CHAPTER: X

10. OBLIGATIONS OF THE EMPLOYEE:

10.1 Every employee shall observe courtesy and politeness.

10.2 No employee shall enter into monetary dealing with his/her colleagues, subordinates, clients or customers nor shall he accept any present from them.

10.3 No employee shall use the Institutions name or properties for his/her own purpose and benefits, except when permitted to do so by the Management in writing.

10.4 Employees who have been provided with uniform shall wear them while on duty. Those not wearing them are liable to be sent out and marked absent besides rendering themselves liable for disciplinary action. Uniforms provided are the property of the Institution and shall not wear during off duty time. Employees provided with photo identity cards should always wear them while on duty.

10.5 Every employee shall present himself/herself in his/her seat/duty place at the prescribed time.

10.6 Employees shall take proper care of the machines, tools, computers, materials, equipment, furniture, electronic gadgets and other properties of the Institution.

CHAPTER: XI

11. EVALUATION OF EFFICIENCY

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

CHAPTER: XII

12. SUPERANNUATION:

12.1 All employees shall retire on attaining the age of 60 years. The Governing Council may at its discretion grant extension of service of one year or more at a time beyond the superannuation on the merit of each case, subject to the conditions that the extension of service so granted shall not exceed 7 years in any case.

12.2 The Governing Council may in special cases, order any employee to retire from service any time after he / she completes fifteen years of qualifying service in the interest

of the Institution / organization by giving a notice in writing in this behalf of at least three months before the date on which he/she is required to retire from service.

- 12.3 No staff member shall have any claim to be continued in the service of the institute thereafter. However, the management reserves the right to extend/re-employ the services of superannuated employee/staff member, subject to medical fitness.

CHAPTER: XIII

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

CHAPTER: XIV

14. EMPLOYEES PROVIDENT FUND AND PENSION SCHEME: -

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

CHAPTER: XV

15. MISCELLANEOUS PROVISIONS:-

15.1 TRANSFER:

- 15.1.1 Every employee shall be liable to be transferred from one place to another and from one department to another or from one Institution to another sister Institution (Un-aided to Aided) whether located in the same place or elsewhere and whether existing or coming into existence provided that such transfer does not entail reduction in total salary and position. The President may depute any employee for outstation duty in connection with the work or business of the Institution.

In the event of refusal to accept a transfer, the employee shall be consider absent from work without leave or permission for the period of such refusal and shall not be eligible for any salary for that period. Such an employee shall also be liable for disciplinary action.

- 15.1.2 In the interest of the establishment work the staff member shall be liable for, and shall accept, transfer at the discretion of the Management, at any time, on temporary or permanent basis, from one post to another, from one job to another, from one department to another, within the establishment, or from one establishment to another, from one office to another, from one institute to another, owned, operated or managed either by the Management anywhere in India or by any of associates in India, wherever be the interest of the establishment/institute.

15.1.3 On such transfer, a staff member will be governed by the terms and conditions of service of the establishment or office to which he/she are transferred. Such transfer will not be deemed to constitute a change in service conditions and on such transfer no extra facilities or monetary benefits will be permissible.

15.2 JOINING TIME:

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

15.2.2 An employee who does not join his/her post within the joining time, is entitled to no salary, after the end of the joining time. Absence from duty after the expiry of joining time will render the employee liable to disciplinary action for misconduct except where the employee establishes to the satisfaction of the President that he/she was unable to join duty for reasons beyond control.

15.3 DEPUTATION OF EMPLOYEES FOR HIGHER STUDIES : No employee shall have right to claim for deputation for higher studies. However, any employee applies for sponsoring his/her candidature for higher studies, permission at the discretion of the Governing Council be given for higher studies, subject to the following conditions.

15.3.1 The higher studies, shall be voluntary and at his/her own wishes.

15.3.2 No leave with salary shall be granted for the period of study.

15.3.3 No salary is payable by the Institution for the duration of the study.

15.3.4 No guarantee is given for appointment after completion of study.

15.3.5 Such an employee could be taken back to duty after successful completion of higher studies, on the terms and conditions which Governing Council may decide.

15.3.6 In exceptional circumstances Governing Council may depute an employee on specific recommendation of Head of the Institution with full/partial salary. The terms and conditions fixed by Governing Council for Bond etc. shall be binding on the employee.

15.4 SERVICE CERTIFICATE:

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

15.4.2 Every staff member (Except a casual employee) who leaves/resigns from service or retires or is dismissed or discharged or whose services are terminated by the Management shall be given a service certificate. If he /she asks for one and such certificate will be issued on getting a clearance certificate from the concerned Head of Department.

15.4.3 Before leaving the Establishment's service for any reason, a staff member shall return to the Management any Uniform, Identity Card, Locker Key, Token Discs, Books, Articles, tools, Journals, mobile, laptop, lab etc., which may have been issued to him by the Employer for his use or use on work during the period of his employment in the institute / establishment.

15.5 IDENTIFICATION CARD:

- 15.5.1 Every employee will be provided with an identification card and he shall show it on demand to any person authorized by the management for inspection. When an employee ceases to be in the employment of the Institutions/hospital, he shall surrender his identification card to the management before his accounts are settled. If an employee loses or damages his identification card during his service, he shall pay a fee as prescribed by the management from time to time to meet the cost of replacement.
- 15.5.2 Every Staff member/workman shall be given individual identity card. Staff number allotted to each staff member will be indicated on the identity card. The staff member must mention his number in all his correspondence with the management including application for leave etc. The identity card is not transferable. The Identity card shall be in possession of the staff member while on duty and shall produce on demand by the security staff or any other person authorized in this behalf, anywhere in the institute / establishment premises. Responsibility of preservation of the card is on the staff members concerned.
- 15.5.3 Loss of an identity card shall be reported by the staff member concerned to the departmental head and to the HR dept in writing, to avoid misuse of the same by an unauthorized person. A duplicate card will be issued on payment of Rs.100/- by the staff member concerned. The management may enhance or re-fix the cost of replacement of the card from time to time.
- 15.5.4 Temporary identity cards will be issued to the casuals as and when they are employed.
- 15.5.5 A staff member who fails to produce the identity card or temporary identity card while in the institute /establishment on demand by the security personnel or authorized persons is liable to be sent out.
- 15.5.6 A staff member shall be allowed to enter the institute /establishment, only 15 minutes before the commencement of his working hours and shall leave the institute/establishment within 15 minutes of cessation of his duty. Staff member shall be allowed to enter the institute/establishment premises earlier or leave the establishment later than the duty hours on obtaining written permission by the respective Head of the Department.

15.6 ENTRY, EXIT AND OUT GOING PACKAGES:

- 15.6.1 No employee shall enter or leave the premises of the Institutions/hospital or any department except by the gate or gates, door or doors provided for the purpose.
- 15.6.2 No staff member shall leave the institute /establishment during his/her working hours without the proper approved gate/exit pass. Gate/exit pass or such passes shall be made out in the prescribed form and shall bear the date of issue, name of the staff, dept, and staff number concerned, the reasons for his leaving the institute, the time of leaving the institute and the time of return to the institute.
- 15.6.3 Gate/Exit pass will be issued to a staff member only for leaving the institute on the institute's work or in case of an emergency, to the satisfaction and at the discretion of the dept Head or other person authorized by the management to issue gate/exit pass. The staff member to whom gate/exit pass has been issued will leave by the gate where the time keeper or the security inspector/guard on duty or the person so authorized by the

management will take the gate/exit pass and record "Time Out" and will retain the pass with him. When the concerned staff member returns, his "Time In" will be recorded on the gate/exit pass concerned and it will be signed by the staff member.

- 15.6.4 No staff member shall take out of the premises of the institute any material or article including beverages, liquor, etc without proper material pass made out in the prescribed form and approved by the Head of Dept and the Head of the Institute or any other person who is authorized in this respect.
- 15.6.5 If necessary all the outgoing packages shall be opened for inspection by the person authorized to do so.
- 15.6.6 Any staff member bringing personal belongings must obtain prior permission from the Head of dept and declare the same at the security, immediately before taking the same inside the institute and as well as while leaving the institute /establishment premises.
- 15.6.7 The institute/establishment shall not be responsible in any way, if any damage or loss caused to any personal property of any staff member within the premises and precincts of the Institute/Establishment.
- 15.6.8 All the staff members unless specifically exempted shall enter and leave the Establishment only through the staff entrance gate as specified.
- 15.6.9 No staff member shall enter or remain in the institute except while on duty, without the written permission of the concerned dept head or any other person so authorized by the management in this behalf. The permission so obtained should be intimated to the security dept / time office.
- 15.6.10 If any staff member is in possession of any article/s which she/he desires to carry with him inside the establishment, he shall carry the same only with the permission of Security Inspector on duty, at the gate or any other person so authorized by the management and get the article/s entered in the Gate Inward register while entering the institute/establishment.
- 15.6.11 All the staff members shall be liable to undergo such security search arrangements prescribed by the management from time to time while entering or leaving the Establishment premises or at any time while in the establishment premises by the security staff or such other persons so authorized by the management. For the purpose of this clause, staff member will included besides his person, his personal bag, Tiffin carrier and similar belongings including his vehicle or conveyance and its attachments, packages etc. Any objectionable article/s found in his or her person/possession shall be liable to be confiscated and action shall be taken against the staff member under these standing orders /service rules and under any other law for the time being in force.
- 15.6.12 Any staff member who has been granted leave, locked out, laid off, suspended, discharged, dismissed has resigned or is not working for any reasons must leave the institute/establishment premises and precincts immediately on commencement of sanctioned leave or ordering him to be locked out, laid off, discharged, dismissed, etc., as the case may be.

15.7 LOCKER FACILITIES :

- 15.7.1 On employment staff members who are issued uniforms shall be provided with locker facilities.
- 15.7.2 The staff members who are allotted lockers shall buy their own lock and

key for the locker.

15.7.3 Loss of the locker key must be reported immediately to the security dept.

15.7.4 No Food Stuff, alcoholic drinks, perishable or inflammable material, valuable jewelry shall be kept in the lockers.

15.7.5 The management reserves the right to inspect all lockers by any authorized person of the management at any time in the presence of the concerned employees.

15.7.6 The duplicate key in respect of each locker has to be kept with the management (security dept), requests by the staff member for opening the lockers with duplicate keys will not be entertained unless a staff member has lost the key genuinely. In case of loss of original key with the staff member he should not break open the lock or locker door. But should get the duplicate key available with the security dept.

15.7.7 No employee shall be allowed to change lockers with each other without prior approval from the HR dept.

15.7.8 On termination of service the locker is to be surrendered immediately to the HR Dept.

15.7.9 Staff member should not be found resting, loitering etc., in the locker room while on duty or off-duty.

15.7.10 Staff members in their own interest shall keep the lockers and locker room clean and shall cooperate with the management in the proper maintenance of the lockers.

15.7.11 Loss of any item from the lockers /premises is at staff members own risk.

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

15.9 UNAUTHORISED POSSESSION OF GOODS ETC.

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

15.10 STOPPAGE, CLOSURE AND LAY OFF

15.10.1 The Management shall have the right to shut down either wholly or partially any department, section, or sections without notice or compensation in lieu of notice thereof, due to adverse trade conditions such as work stoppage, strike affecting one or more departments of the institute function, breakdown of any plant or machinery shut down from

periodical repairs or maintenance, reconstruction, demolition or disturbances, import restrictions by Government Acts or Legislation, unprofitable working, epidemic civil commotion or insurrection, reduction of shifts, failure of power supply, fire, floods, catastrophes or any other causes of like nature beyond the control of the company, after complying with the legal formalities, if any.

- 15.10.2** In the event of such stoppage during working hours, the staff member affected shall be notified by notices put upon the notice board as soon as practicable, when work shall be resumed and whether they are to remain or leave their place or work.

The staff member shall not ordinarily be required to remain for more than two hours after the commencement of the stoppage. If the period of detention does not exceed one hour, the staff member so detained shall be paid for the period of detention. If the period of detention exceeds, one hour the staff members so detained shall be entitled to receive wages/salary for the whole of the time during which they detained as a result of the stoppage. In the case of piece rate workman, the average daily working for the previous month shall be taken to the wages and other compensation will be admissible in case of such stoppage. Whenever practicable, reasonable notice shall be given of resumption of normal work.

- 15.10.3** Lay off will be regulated as per provisions of the disputes Act, Any staff member instructed to leave the institute / establishment as a result of shut down or stoppage described herein above, shall not be considered as discharged from the service of the institute, but as temporarily laid off and shall not be entitled to wages/salary or any allowance during such employment. Whenever practicable, reasonable notice shall be given on resumption of normal work, and all staff members affected by the order who present themselves for work when normal working is resumed shall have prior right to reinstatement when however, staff member have to be laid off for considerably long period their services may be terminated by following the procedures in respect of termination and compensation according to provisions of law.

In the event of a strike affecting either wholly or partially one or more department or departments of the institute, the management may close down either wholly or partially such department or departments and any of the department or departments affected by such closing down for any period or periods. The fact of such closures shall be notified as soon as practicable by notice posted appropriately. Any staff member affected by such closure shall not be entitled to wages/salary or any allowance during the period of such closure. Prior to resumption of work, the staff member concerned shall be notified by another notice posted on the staff member's entrance of the institute.

15.11 MANAGEMENT RIGHTS:

- 15.11.1** Complement of Staff: The determination of the total number of persons of

every employed for any type of work within the institute / establishment including the determination of such work force within and between the various section /departments of the institute, shall be decided upon solely at the discretion of the management depending upon business exigencies.

15.11.2 The management may at any time require an employee to do overtime work depending upon exigencies of work and every staff member is required to do overtime as directed by the Management. Refusal to do overtime work shall be deemed as misconduct.

15.11.3 Computerization: SACST Group of Institutes may install and operate a computer with its ancillary terminals and subsidiary equipment within the premises and precincts of the institute for the efficient conduct of the business of the Trust. The representatives and staff members shall co-operate fully with the installation and operation of such a computer system and computerization / mechanization of accounting, operations, admin, academic and other systems, technological changes, methods of work, procedures and operations in any part, section or department of the institute as may be required from time to time.

15.11.4 Modification: The Trust reserves the right to add, to delete, amend, modify, alter, revoke and rescind any or all the above standing orders/rules and also to frame such rules, regulations and house rules as it may consider necessary from time to time which shall be duly notified to the staff member in accordance with law.

15.11.5 Grievances Redressal:

15.11.5.1 Any staff member desirous of the redress of any grievances arising out of and in the course of employment may submit a compliant in writing to the Head of Institute, or any officer appointed by the Management in this behalf through the head of the department, concerned.

15.11.5.2 The Head of Institute or any such other officer as may be designated by the management shall personally investigate the complaint at such time and place as he may fix. The Head of Institute's decision in this regard shall be final.

15.11.3 Delegation: The Chairman/ President may be vested by the Board of Trustees to delegate to any member of Management, in addition to the Head of the Institute to observe and enforce the provisions of these standing orders/rules.

15.12 ACCIDENTS:

15.12.1 If a staff member sustains injury by accident while on the Institute / Establishment's work, the staff member shall immediately report to his / her superior who will arrange for first aid to be given and /or send him to the employee's state insurance corporation dispensary /hospital or panel doctor for medical aid/treatment as may be found necessary. The staff member concerned will cooperate in getting the required medical aid/treatment from the ESIC dispensary/hospital /panel doctor or as recommended by them.

15.12.2 The supervisor concerned will record every reported accident with relevant details.

15.12.3 Any accident not reported, as stated above, shall be deemed to have occurred outside the Establishment / Institute premises and not out of and in the course of employment or work and the Employer shall not have any liability or responsibility whatsoever in this connection.

15.13: STRIKES:

- 15.13.1** Staff member shall not resort to a strike (including sit-in and/or tool-down strike) or stoppage of work any agitation without giving the management 30 days clear days' notice in writing and except on expiry of such 30 clear days from the receipt of such notice by the Management. This clause shall not affect Management's right to take action against the concerned staff member under these standing Orders/ Rules.
- 15.13.2 LOCKOUT:** The Management shall not declare lockout without giving 15 days prior notice of its intention to do so, except in the case of violence, sabotage by the employers, etc.
- 15.14 LAY OFF and RETRENCHMENT:**
- 15.14.1** The Management reserves the right to lay-off staff member or retrench any staff member for bonafide reasons whatsoever and also such reasons mentioned in the KCSR Act.
- 15.14.2** The compensation payable and procedure to be followed shall be as laid down for lay off and retrenchment under the KCSR Act.
- 15.15 SAFETY PRECAUTIONS:**
- 15.15.1** Staff members shall engage themselves only in operation or the duties to which they have been posted by the superior. The execution of their duties must be in the same manner laid down of the operation, etc., or duty concerned.
- 15.15.2** Removal of guards or safety devices, cleaning or repairing of machines while they are running, in operation etc., are expressly forbidden.
- 15.15.3** Safety instructions given or posted on the Notice Boards, must be followed.
- 15.15.4** Staff members shall use safety equipment and appliances provided by the employer, for the respective jobs.
- 15.15.5** Safety Equipment and protective equipment provided by the employer, are intended for use on the institute / establishment's work and inside the institute premises only and shall not be taken out even for Establishment's work without permission. Violation of this rule shall be treated as theft of the Employer's Property.
- 15.16 SECRECY:**
- 15.16.1** No staff member shall in writing or orally or by publication in any newspaper, journal, book, pamphlet or leaflets or any other manner or by speech or discussion at any place, disclose or cause to be disclosed at any time during service any information or documents relating to the Institute and / or the employer's business or work of affairs except with the written approval of the Management.
- 15.16.2** No staff member shall give any information or advise relating to the activities or affairs of the Institute or the employer to any Council unless it is necessary to do so in connection with the work assigned to the staff member by the Management.
- 15.16.3** No staff member is permitted to carry with him/her outside the institute premises any paper, book, drawing, recipes, photographs, instruments, apparatus, tools, machinery part, documents or any other property belongings to the Employer provided that this prohibition shall not apply to those staff members who have obtained special and specific written permission from the Management to do so.
- 15.16.4** No staff member is permitted to take any written information, notes, drawing/plan, recipes or sketches for his/her own use, or any plant, machinery, tools, process or work or keep copies of official papers with him/her.
- 15.16.5** Any book, drawing, plan, sketches, recipes, photograph and other papers containing notes or information relating to the Employer's business affairs or operations shall always be treated as the employer's property whether prepared by a staff member or not.

15.16.6 Breach of any these secrecy regulations shall be regarded as misconduct under clause of these standing orders/ rules.

CHAPTER : XVI

16. SEXUAL HARASSMENT - POLICY:

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

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

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

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

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

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

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

The Institution shall establish a committee to deal with sexual harassment. The committee shall consist of three members. One female member to act as Chairman of the committee. The other two members will be one male and another female member. The term of the office of committee is for a period of two years and after the expiry of the said period the Institution shall reconstitute the committee.

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

16.4 POWERS AND DUTIES OF THE COMMITTEE :

16.4.1 To ensure implementation of this policy.

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

16.4.3 To organize regular workshop and training programmes.

16.4.4 To formulate programmes for the spread of awareness of the policy among the management.

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

16.5 GRIEVANCE PROCEDURE :

16.5.1 Any employee will have a right to lodge a complaint concerning sexual harassment against an employee or an outsider with any of the members of the committee.

16.5.2 Such a complaint may be oral or in writing.

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

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

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

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

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

16.6 PROTECTION AGAINST VICTIMISATION :

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

16.7 CONSEQUENCE OF COMPLAINT BEING PROVED :

In the event allegations made in the complaint are proved against the employee, it will be taken as proved misconduct and the competent authority may impose any or the punishment as envisaged in the policy on disciplinary process. No need to conduct separate enquiry in the matter. Action shall be taken on the basis of the findings of the committee. However, before imposing any punishment, the employee shall be given a copy of the findings of the committee and he shall be called upon to show cause against the proposed punishment.

16.8 OBLIGATIONS OF THE MANAGEMENT :

The Management of the Institution shall provide all necessary assistance for the purpose of ensuring full effective and speedy implementation of this policy. Management shall be bound by the decision of the committee constituted as above and shall implement such decisions in an expeditious manner.

16.9 THIRD PARTY HARASSMENT :

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

16.10 SAVINGS :

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

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

CHAPTER - XVII

17.0 SERVICE OF NOTICE :

- 17.1 Any matter required to be notified under these rules and any notice by the Management to the employees in the college/institute shall be displayed on the notice board, such matter or notices shall be deemed to have been communicated to all employees.
- 17.2 Any notice or letter of communication intended for an employee may be delivered to him/her personally in the premises of the college and the employee is bound to receive and acknowledge the same. Refusal on the part of the employee to accept the letter or communication will absolve the management from the obligation to deliver the notice or communication a second time, provided a copy thereof is exhibited on the Notice Board. Such refusal will render the employee liable for disciplinary action.
- 17.3 In the case of an employee who is absent, any notice or letter or communication intended for such an employee sent to him/her by registered post with acknowledgement due to the last known address entered in his/her service register of the employee shall be deemed to have served on him/her. It is mandatory on the part of the employee to update the change in address. Where such a registered communication or letter or notice is returned undelivered for any reason, a copy thereof shall be displayed on the notice board, and such display shall be deemed to be adequate service of communication, letter or notice on the employee.
- 17.4 Any matter required to be notified under the rules and any notice of communication by the Management to employees will be in Kannada/English.
- 17.5 Notice to be exhibited or given under these Service Rules shall be in English.
- 17.6 Any notice, order, charge-sheet, communication or instruction which is personal, i.e. is meant for an individual staff member and is given in writing under these service rules shall be in English.

CHAPER - XVIII

18. TRAVEL EXPENSE REIMBURSEMENT & DAILY ALLOWANCE:

- 18.1 Reimbursement of travel expenses including accommodation charges & Daily Allowance is granted in accordance with the rules laid down by the Governing Council from time to time.
- 18.2 Subject to limits prescribed in the schedules appended below, reimbursement of travel expenses shall include the following:
- 18.2.1 Actual cost of ticket or fare paid for the journey within the permitted mode of travel.
- 18.2.2 Accommodation charges, if any within the prescribed limit.
- 18.2.3 Daily allowance as applicable.
- 18.3 An upgrade in the mode / class of travel is permissible only when authorized by the Principal of the Institution or the President of the Governing Council.
- 18.4 The Governing Council reserves the right to arrange or prescribe travel and accommodation of its choice for any class of employees while they are on authorized itinerary. When travel or accommodation is not provide, actual travel expenses / actual room rent within the range prescribed below in the schedule is admissible, subject to production of original bills.
- 18.5 Traveling on official duty must be undertaken by the cheapest mode of conveyance and by the shortest routes.
- 18.6 Airfare will be reimbursed only against production of receipts / used passenger coupons / tickets and not against the bills of travel agents.
- 18.7 When an employee is required to cancel his/her journey, the difference between the fare actually paid by him/her including reservation charges, if any, and the

amount

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

- 18.7.1 The cancellation of the journey is due to exigencies of work and the President / Head of the Institution has authorized such cancellation.
- 18.7.2 The claim for reimbursement is restricted to the amount admissible had the journey been made by the shortest route.
- 18.7.3 The claim for reimbursement shall be in respect of the amount actually paid by the employee for the travel ticket inclusive of reservation and charges, if any proof of payment and refund shall be enclosed to the claim.
- 18.7.4 The cancellation has been made by the employee without any loss of time and the advantage of lower rates of cancellation has been availed of.
- 18.8 Once an approval has been obtained by an employee from the President/Governing Council or the head of the Institution for a specific travel, the cancellation of the same will not entitle him/her to adjust the same approval towards any other travel, separate approval has to be obtained from the President / Head of the Institution for each travel (Authority / condition of granting approval are provided in the schedule given below).
- 18.9 Traveling advances may be paid to employees at their request in writing and the advance shall not be more than the approximate expenses likely to be incurred on performing the journey, if claimed. If the advance taken exceeds the claim amount when the bill is submitted, the balance shall be credited to the President / Governing Council, forthwith.
- 18.10 Daily allowance is admissible from the time of commencement of the journey till the time of return to the usual place of work.
- 18.11 Daily allowance is granted while on travel to defray the cost of meals, refreshments, local conveyance, room rents, laundry charges and other incidental expenses. Therefore, these expenses are not separately reimbursed. However, in certain cases if any abnormal expenditure is incurred due to official exigencies under any of the heads, such expenditure can be reimbursed provided that such expenditure is claimed separately and is approved by the President / Governing Council.
- 18.12 When cost of meals and refreshments are included in the room rent of the hotel or included in the package (such as registration fee for a conference) or otherwise borne by the Institution, the entitlement to daily allowance will be restricted to 50%.
- 18.13 No daily allowance is admissible during the period when an employee goes on leave while on official itinerary.
- 18.14 A claim is settled on the basis of the information available the dates of admitting claim for reimbursement. Revision of a claim for daily allowance once admitted is not permissible. Accordingly, no arrears of daily allowance is payable where an employee is promoted or reverted or is otherwise granted an increase in the basic pay or a change in the scale is made with retrospective effect.
- 18.15 All T.A/D.A. bills of staff members shall be approved by the head of the Governing Council / Institution. However, if any claim is not within the permitted guidelines, then such claims shall be forwarded to the office of the Institution for approval by the President / Governing Council.
- 18.16 Following claims for T.A. / D.A. shall be approved by the President / Governing Council only:
 - 18.16.1 All Head of the Institutions.
 - 18.16.2 Foreign travel of any staff.
 - 18.16.2 Participation in International / National Conferences, Seminars,

Workshops, etc.

- 18.17 If the staff gets reimbursement of the expenditure by any other agencies for the journey undertaken by them, partly or fully, the claim amount shall be reduced by the amount reimbursed by other agencies.
- 18.18 Travel on academic work such as examination / valuation or any other work of the University or Statutory Bodies where traveling expenses are reimbursed by such bodies, shall not entail the staff to claim reimbursement of expenditure.
- 18.19 Each travel bill shall contain a brief tour report explaining the purpose for which the tour is undertaken.
- 18.20 All T.A. / D.A. claims shall be made in writing in the prescribed format within a maximum period of 7 days from the date of return from the journey.
- 18.21 **SCHEDULE for Travel Allowance & Daily Allowance:** The schedule for TA and DA will be intimated to Heads of the Institutions from time to time by the Management.

CHAPER - XIX

19. DISPLAY OF RULES

These Rules may be displayed on the Notice Board or such other places as specified by the Head of the Institution within the premises of the Institute both in English and Kannada. In case of any discrepancy in English and Kannada version of these Rules, the English version shall prevail and taken authoritative.

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Principal
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