

SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH

**A Deemed to be University
Tamaka, Kolar, Karnataka.**

**Declared under Section 3 of the UGC Act, 1956
vide MHRD, Government of India Notification
No.F-9-36/2006-U.3 (A) dated 25th May 2007**



SERVICE RULES (Revised)



SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH
A DEEMED TO BE UNIVERSITY (DECLARED UNDER SECTION 3 OF UGC ACT 1956)
TAMAKA, KOLAR-563 103, KARNATAKA, INDIA

Name of the Policy/ Guidelines	Service Rules (Revised)	
Short Description	The policies pertaining to Service Rules.	
Scope	This policy is applicable to all the administrative officers, faculty and non-teaching staff of the constituent colleges and departments of SDUAHER (Deemed to be University).	
Policy status	<input type="checkbox"/> Original	<input checked="" type="checkbox"/> Revised
Date of approval	18-12-2020	
Revision No.	01	
Brief description of last revision	Not Applicable	
Date of approval of current revision	Not Applicable	
Effective date	18-12-2020	
Approval Authority	Board of Management	
Responsible officer	Registrar	
Details of Revision	Date of Revision	Approved by
Changes in Leave Rules	18-12-2020	Board of Management

SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH SERVICE RULES

CHAPTER I

PRELIMINARY

Rule 1 SHORT TITLE AND COMMENCEMENT

- 1.1 These rules shall be called "Service Rules" of the Sri Devaraj Urs Academy of Higher Education and Research, Tamaka, Kolar, Karnataka
- 1.2 They shall come into force with effect from the date of their approval by the Board of Management or the date notified by the Management.

Rule 2 APPLICATION

These rules shall apply to all the employees of the Sri Devaraj Urs Academy of Higher Education and Research (hereinafter known as Deemed to be University) and its constituent units/institutions but shall not be applicable to the outsourced employees engaged through contractors.

Rule 3 INTERPRETATION

The Board of Management shall be the sole judge on the interpretation of all or any of these rules and its decision thereon shall be final and binding on all the persons concerned.

Rule 4 REGULATIONS

The Board of Management may formulate such policies and or regulations to supplement these rules as it may from time to time consider necessary for the efficient functioning which

would be notified on the Notice Board. Such policies or rules shall apply to the Academy and its units.

Rule 5 ALTERATION /MODIFICATION OF SERVICE RULES:

The Board of Management shall from time to time and at all times be entitled to add, alter or amend these rules. All such additions, alterations or amendments shall take effect from the date notified by the Board of Management in this behalf.

Rule 6 DEFINITIONS

(1). Unless the context otherwise requires, the words or expressions contained in these rules shall bear the same meaning as assigned to each of them as under.

Any word/term used herein and not defined in these rules shall have the same meaning and definition as given to it under the Rules and Regulations of the Academy or any law for the time being in force applicable to the Academy & its constituent units/institutions and as amended therein from time to time.

- (i) **"Academy"** :- means Sri Devaraj Urs Academy of Higher Education and Research (SDUAHER) and includes its constituent institutions and units comprising of
 - a) Study Centers / Centers or Research Centers / Centers that may be established and administered in future by the Academy.
 - b) Various Offices/Sections/Departments and Teaching Departments of the Academy.
 - c) Constituent Colleges / Units
 - 1) R.L.Jalappa Hospital and Research Centre, Tamaka, Kolar
 - 2) Sri Devaraj Urs Medical College, Tamaka, Kolar

- d) Associated constituents
 - e) Any other Units that may be brought under the purview of Academy hereafter.
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- (ii) **“Appellate Authority”** means the “Chairperson” of the Board of Management who shall also be the Vice-Chancellor of the Academy, by virtue of the office held by him/her.
 - (iii) **“Appointing Authority”** means and includes ~~the Board of Management, the Chancellor,~~ Vice-Chancellor or the Registrar as the case may be and as may be notified by the Board of Management from time to time.
 - (iv) **“Authorized Medical Officer”** :- means and includes, a registered medical practitioner authorized as such by the Board of Management for the purpose of these rules;
 - (v) **“Board of Management”**:- means the principal organ of Management of the Academy constituted as per the provisions of Memorandum of Association for the Academy and to which the direction and control of the management of the affairs of the Academy is entrusted to.
 - (vi) **“Chancellor”**: means the Chancellor of the Academy appointed by the sponsoring body or trust.
 - (vii) **“Constituent Units”** means and include, the offices of the Academy, its constituent colleges including teaching hospital and any other units that may be brought under the purview of the Academy,
 - (viii) **“Continued ill-health”** means remaining away from work/absent from duty on grounds of ill health continuously for

a period of three months or more consecutively or intermittently for an aggregate period of 90 days in a period of one year.

- (ix) **“Department”** :- means a teaching or any other department of the Academy or of an Institute or other Unit of the Academy;
- (x) **“Disciplinary Authority”** means and includes the Vice-Chancellor or the Registrar as the case may be and as may be notified by the Board of Management from time to time;

- (xi) **"Employee"** :- means a member of the Teaching and Non-Teaching staff holding a permanent or temporary post or on fixed term contract or on deputation and includes an employee on probation / officiation but does not include one on outsource / casual basis / work charged establishment. This includes Professors, Associate Professors, Assistant Professors, Lecturers, Senior Residents, Tutors, Scientists, Research Associates, Research Assistants, Demonstrators and other staff appointed for Teaching and Non-Teaching jobs in the Academy;
- (xii) **"Employer"** :- means the Board of Management or the Chancellor or the Vice-Chancellor or the Registrar or such other authority or authorities in whom the authority of making the appointment to any service of the Academy is vested by the Board from time to time;
- (xiii) The words **"Employer"**, **"Management"**, shall for all purposes mean the same i.e the Management of the Academy, unless it connotes differently in a particular context;
- (xiv) **"Establishment"** means Academy, its branches, subsidiaries, constituent colleges, associated teaching hospitals and other units or institutions run/owned/managed by the Academy and includes all its offices and Institutions run by the sponsoring body or trust;
- (xv) **"Hospital"** :- means RLJH & RC, Tamaka, Kolar and includes premises of the hospital and all other medical, para medical and non-medical departments including administration, operations, pharmacy and pathology labs;
- (xvi) **"Management"** means the Board of Management /~~Chancellor~~/ Vice-Chancellor, Registrar, and any other authority vested with the authority to enforce the service rules and regulations;

- (xvii) **"MCI"** :- means the Medical Council of India constituted under the Indian Medical Council Act 1956 (Act - 102 of 1956);
- (xviii) **"Misconduct"** :- means any act of omission or commission defined to be misconduct under these Service Rules and also includes
- (a) any act or acts committed by an employee of the Academy whether within or outside its premises,
 - (b) any act or acts committed by an employee in connection with the working of the Academy or employees or consultants or patients or customers or guests of the Academy,
 - (c) any act or acts of omission or commission or indiscipline affecting the reputation of the Academy, and
 - (d) any act or acts committed in violation of any of the provisions of any law in force in the State or Country;
- (xix) **"Premises"** means all departments, laboratories, equipments, offices, wards, sections and other places both indoor and outdoor, residential quarters, hostel buildings, canteen buildings and such other lands, buildings, equipments, staff quarters, guest houses, ambulance, transport facility areas and precincts under the purview of the Academy and also includes offices of the Academy, its constituent colleges, teaching hospitals and any other units that may be brought under the purview of Academy, whether situated inside or outside the main location;
- (xx) **"Principal"** :- means the Head of a Constituent Institution or Unit of the Academy;
- (xxi) **"Registrar"** :- means the Registrar of the Academy;
- (xxii) **"Salary"** means all remuneration earned by way of basic salary, dearness allowance, house rent allowance but does not

include allowances paid or payable to an employee such as, conveyance allowance, overtime allowance etc;

(xxiii) **"Selection Committee"** means the authority nominated by the Board of Management to recommend for recruitment / promotion / granting special increment on the basis of tests / interviews / performance reports etc;

(xxiv) **"Sexual Harassment"** is a form of sex discrimination projected through unwelcome sexual advances, request for sexual favours and other verbal or physical conduct with sexual overtones whether directly or by implication, particularly when submission to or rejection of such a conduct by the female employee was capable of being used for affecting the employment of the female employee and unreasonably interfering with her work performance and had the effect of creating an intimidating or hostile working environment for her;

For this purpose, sexual harassment includes such unwelcome sexually determined behavior (whether directly or by implication) as:

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

(xxv) **"Sponsoring Body or Trust"** means Sri Devaraj Urs Educational Trust for Backward Classes, Tamaka, Kolar;

(xxvi) **"State Government"** means the Government of Karnataka;

(xxvii) **"UGC"** stands for the University Grants Commission constituted by UGC Act of 1956 (Central Act on 22 of 1956);

- (xxviii) **“Vice-Chancellor”** means the Vice Chancellor of the Academy;
- (xxix) **“Watch and Ward or Security Staff”** includes Watchmen / Security Guards or any other similar category of persons engaged or entrusted with such duty by the Management for carrying out the work of security or search exclusively or in addition to other duties.
- (2). “Words and Expressions”** used herein and not defined herein but defined in the University Grants Commission Act 1956 (Act 22 of 1956) or the Fundamental and Supplementary Rules of the Government of India shall have the meanings respectively assigned to them in the corresponding Act or the rules as aforesaid.

CHAPTER - II

7. IDEALS OF THE ACADEMY:

The ideals of the Academy shall be to:-

- Provide qualitative, value based, man making and character building and affordable medical education to students.
- Achieve excellence in teaching, training and research in the field of medical education
- Inculcate scientific temper, research attitude, social commitment and accountability amongst faculty, students and employees.
- Promote all round development of the students and the employees involving personality development and leadership qualities to enable them to become responsible citizens of the country and responsible professionals.
- Provide free qualitative medical services of international standards to the needy patients.

- Undertake extramural studies, consultancy, extension of programs and field outreach services for the development of the society at large.

8. AUTHORITIES OF THE ACADEMY:-

- (1). The following bodies specified under clause IV of the Memorandum of Association shall be deemed to be the authorities of the Academy viz,
 - (a) Board of Management;
 - (b) The Academic Council;
 - (c) The Planning and Monitoring Board;
 - (d) The Finance Committee;
 - (e) Board of Studies, and
 - (f) Selection Committee

(f) Such other body as may be declared to be an Authority of the Academy by the Board of Management.
- (2). Any Authority of the Academy shall have such powers and perform such functions as are defined in the Memorandum of Association or in these Rules or as modified by the Academy from time to time.

CHAPTER – III

SERVICE CONDITIONS OF EMPLOYEES

9 DUTIES OF EMPLOYEES:

The duties of an employee shall pertain to his work as per the terms of conditions of appointment and shall be as enshrined in the service rules and shall be such others as may be assigned to him by the Management from time to time.

10 CONDUCT OF EMPLOYEES:

- 10.1 Every employee shall conduct himself in both private and public life and in his relations with the co-employees, colleagues, students, patients, patients attendants and the public at large to be worthy of the ideals of the Academy.
- 10.2 Every employee shall serve the Academy honestly or diligently and faithfully and devote his efforts and time exclusively to the business of the Institution.
- 10.3 Every employee shall abstain from entering into any dealing with any person, firm, organization, which has direct negative impact on the efficiency of the Academy/Establishment.
- 10.4 The management may introduce various methods, operations, processes to improve the efficiency, efficacy and excellence of each employee from time to time and the same shall be binding on such employee.

11 CLASSIFICATIONS OF EMPLOYEES:-

Any employee may be classified as:

- (a) Permanent; or
- (b) Probationers; or
- (c) Temporary; or
- (d) Contract (out sourced) employee; or
- (e) Fixed term employee on contract

(a) 'Permanent employee':

A permanent employee is an employee who is/has been appointed to fill a permanent post and who has satisfactorily completed the period of probation or any extension thereof and

whose appointment has been confirmed in writing by the Institution through any such officer as may be duly authorized by the Academy.

If a permanent employee is employed as a probationer in a new post, he may, at any time during the period of probation or on extension thereof or on expiry thereof, at the discretion of the management be reverted to his permanent post.

(b) 'Probationer':

A probationer is one who is provisionally employed to determine his overall performance of work against a permanent vacancy and whose services to a permanent post has not been confirmed in writing.

The period of probation shall ordinarily be for two years. If a permanent employee is employed as a probationer in a new post, he may at any time during the period of probation or extension thereof, unless his service in the new post is confirmed in writing, be reverted to his original permanent post.

A probationer shall continue to be a probationer until confirmed in writing.

Absence due to sickness or accident or any other reason shall not be included in computing the probationary period. The employee shall continue to be a probationer even after the expiry of the probationary period till such time his services are confirmed in writing.

(c) 'Temporary employee':

A temporary employee is one who has been appointed for a limited period on a work which is essentially of a temporary nature or an employee appointed temporarily as an additional employee to do the work of a permanent nature and shall also include a person appointed to work provisionally for a limited period in a post till permanent arrangement for filling that post is made. He shall not have any right of employment, either to a permanent or to a temporary post which may arise in future.

(d) 'Fixed term employee':

A fixed term employee is one engaged for a fixed term on contract. The appointment of a person as a fixed term employee shall cease automatically at the end of the period fixed under the terms of contract. Such appointment shall cease immediately on completion of the term fixed unless curtailed or extended by the Academy.

12 APPOINTMENT:

- (a) All appointments shall be made in writing by the management or by any person duly authorized in writing by the management to do so for different classes of employees.
- (b) The appointment of employees shall be made through any one of the following sources:
 - (i) Direct recruitment as and when vacancies arise through advertisement in the press, prescribing qualifications, experience, etc. subject to the guidelines issued from time to time by the Management.
 - (ii) Promotions of the employees to higher grades / posts as per promotion policy.

(iii) By any other means as may be approved by the Appointing Authority

- (c) The recruitment to any teaching or Non-teaching posts shall be as per the guidelines of statutory bodies of the respective constituent units of the Academy. If any fact or information furnished by a candidate at the time of appointment or subsequently is found to be false/fake or misleading or if it is found that any relevant information was suppressed, the appointment shall be automatically terminated / cancelled and such candidate shall be liable for criminal prosecution.
- (d) The selection of candidates shall be made by the appropriate Selection Committee. The selected candidates may be offered employment by way of a letter of appointment.
- (e) All candidates selected for recruitment shall furnish to the respective constituent unit of the Academy, copies of their birth certificates (i.e., School Leaving Certificate), or any other document acceptable to the management, educational qualification certificates and three passport size photographs. The age of the 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 his/her retirement.
- (f) The appointment of an employee shall be made by an officer (s) of the respective constituent unit of the Academy authorized to do so. No person shall be deemed to be recruited unless he/she has received a letter of appointment and actually reports for duty. The recruitment is subject to being found medically fit by the medical officer as prescribed by the Academy.

- (g) The management may, at any time, prior to or subsequent to his/her appointment, require any employee to be medically examined, and when so required, such employee shall submit himself for such examination to the medical officer. If, on such examination, an employee is found to be suffering from any disease or complaint that is infectious or contagious or is of an objectionable nature and in the opinion of the medical officer is likely to continuously or frequently interfere with the employee's normal duties or with the health of other employees of the Academy or patients, the management reserves the right to terminate the services of such an employee. Such termination shall be deemed to be termination on grounds of continued ill-health.
- (h) Any candidate for appointment to any post under the Academy shall not be less than 18 years of age.
- (i) The appointment of an employee shall be subject to the Academy receiving satisfactory reports from the reference cited or otherwise from his/her previous employer(s) and/or universities or schools or colleges, etc by way of investigation through authorized agency appointed for this purpose.
- (k) The Academy may change or alter designation depending on the business requirement.
- (l) The Service details of every employee like 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, dismissal, etc., shall be maintained in a personal file or service register and also in the Soft HR module.

13 PROBATION:

13.1 Every employee, irrespective of cadre, may be appointed on probation for a specified period normally for two years, on his/her initial appointment. Similarly a permanent employee who is promoted to higher grade / post shall be on officiation for a maximum period of one year.

13.2 If the employee does not come up to the desired level of efficiency even at the end of the period of probation, his/her appointment shall be liable to be terminated if he/she is a direct recruit or reverted back to the post held prior to the promotion. An employee on probation cannot claim right of confirmation. His/her services during probation can be terminated without any notice or wages in lieu thereof during the initial or extended period of probation. Unless confirmed in writing, he/she will be deemed as probationer after the expiry of the initial or extended period of probation.

14 PERFORMANCE APPRAISAL:

14.1 Systematic evaluation of the performance of employees and to understand the abilities of a person for further growth and development, performance appraisal is generally done annually or as and when required.

14.2 This performance report containing the performance appraisal ratings shall be the basis for deciding the annual increments, performance incentives, promotion, demotion, upgradation or disciplinary action or for determining other factors of suitability relevant for a particular position or job as decided by the management.

15 CONFIRMATION:

An employee on probation or officiation shall be confirmed in service if his/her performance during the probationary period or officiation period is satisfactory by a formal order of the appointing authority.

16 INCREMENTS:

16.1 An employee shall be entitled to an annual increment after completing twelve months of reckonable service including the probationary period or officiation period, as the case may be.

Provided that his/her performance and conduct are reported to be satisfactory as per Appraisal / Confidential Report.

16.2 Where an employee is appointed on a consolidated pay lump sum increment may be granted at the end of every year at the sole discretion of the management, provided that his/her performance and conduct are found satisfactory.

16.3 An employee may be granted special increments in exceptional cases and for the outstanding performance during his/her service at the discretion of the Management.

16.4. The annual increment may be withheld as a disciplinary measure by the management after necessary enquiry. The period for which the increment should be withheld shall be decided by the competent authority.

16.5 Withholding of the increment for a particular period may be with or without cumulative effect. In case of cumulative effect, the employee shall not be entitled to get the increment so withheld in future years. In case, the increment is withheld for a

particular period without cumulative effect, the concerned employee shall be granted increment immediately after completion of the particular period e.g., if an employee who is appointed on 01-01-1998 is given punishment of withholding the increment for three months and if no clause is added that it will have cumulative effect, the increment that is due on 01-01-1999 shall be withheld for three months but the next increment which falls due on 01-01-2000 shall be given to him with effect from 01.01.2000 itself.

- 16.6 When an employee working in the lower scale of pay is promoted or appointed to a higher scale of pay, his increment shall fall due after he completes one year of service in the higher scale of pay.
- 16.7 The increment due to an employee shall be paid to him even if he is on leave on the due date, except in the case of leave on loss of pay/ unauthorized absence.
- 16.8 The increment which accrues on a day other than the first day of a month shall be advanced to the first day of that month and subsequent increments shall be regulated accordingly.

17 PROMOTIONS:

- 17.1 The Promotions shall be regulated as per the promotion policy of the University. The University is under no obligation to promote any one from one post to another even when an employee acquires the minimum qualifications required for the higher post and no promotion can be claimed as a matter of right.
- 17.2 No employee shall have a right to get promotion. However, he shall have a right to be considered for promotion along with eligible candidates. While promoting an employee, his merits,

availability/exigency of a vacancy, seniority and suitability shall be the criteria. In deciding this factor, the qualification, efficiency, excellence in work and attendance, past records, etc., of an employee shall be taken into account. An employee so promoted shall undergo a period of officiation in the promoted job as decided by the management. Normally the period of officiation shall be 12 months unless specified otherwise. If at the end of the prescribed period, the officiation is found to be not satisfactory, he may be reverted to his original post and if the period of officiation is satisfactory he shall be confirmed in the promoted post.

17.3 A promoted employee, on confirmation in his new post, shall be eligible to the benefits of the promoted post including any difference in salary, retrospectively from the date he was so promoted.

17.4 An employee who is under suspension or against whom disciplinary proceeding is in progress or likely to be instituted shall not be promoted until he is unconditionally reinstated or exonerated.

17.5 Change of designation without change in duties and responsibilities or entrustment of higher responsibilities shall not entail grant of any financial benefit to the employee. However, if an employee is placed in charge of the duties of a higher post, he shall be eligible for getting a charge allowance at 5% of the basic pay in the scale of pay attached to the higher post.

18 PROOF OF AGE:

18.1 The management shall cause recording the age of every employee at the time of appointment. The following documents shall be considered to be satisfactory proof of age in the order of preference.

(a) Birth Certificate; or

(b) Secondary school leaving certificate or marks card; or

(c) Any other documentary proof issued by the Government containing the date of birth.

18.2 An employee who is unable to produce any of the above documentary proofs shall be sent to the medical officer of the establishment for examination. In case there is no medical officer appointed by the Academy, then the employee shall be sent to the nearest Government Hospital to ascertain his age. The medical officer's or Government Hospital's opinion as to the age of the employee shall be binding on the employee.

19 TRANSFERS:

19.1 All employees are liable for transfer / deputation from one unit of the Academy to another at the sole discretion of the Management, including the Institutions run by the sponsoring body or trust (SDUET) anywhere in Karnataka.

19.2 All employees are liable for being shifted from one discipline, function, department, section, branch, station etc. of the Academy to another.

Provided that the wages, grade, continuity of service and other conditions of service of the employees are not adversely affected by such transfer, except in case of transfer requested by an

employee for his/her personal reasons and granted by the management.

20 BEHAVIOR WITH COLLEAGUES & GENDER DISCRIMINATION:

Every employee shall treat his colleagues with dignity and respect. No discrimination based on gender shall be allowed in any of the working procedures.

21 NOMINATION:

Every employee shall nominate a person or persons to receive any amount due to him/her from the Institution in the event of his/her death or his/her being incapacitated to act for himself / herself by any cause.

22 RESIDENTIAL ADDRESS / CHANGE OF ADDRESS:

22.1 Every employee shall give his / her correct local as well as permanent postal addresses to the Human resource department at the time of his /her appointment and shall thereafter intimate in writing periodically as and when there is a change. Any communication required to be served on the employee shall either be delivered personally or by registered post / courier/ sent by email. The communication sent by the management shall be deemed to be served on the employee if sent to the last recorded residential address /email address given by the employee.

22.2 On being appointed, every employee shall submit information regarding age, address, marital status, number of children, number of dependents, educational qualifications, history of previous employment, training, references, etc., in the

prescribed form. Any change in the information given should be reported to the human resources department immediately. In the absence of such information, the last known address on record shall be considered as the address of the employee for all communications.

23 UNIFORMS:

All uniforms, liveries, shoes, tools, manuals, etc., provided by the management to the employees, shall be used exclusively for the purpose and discharge of official duties and on no account shall be used for private purposes or while off duty, as also determined by the uniform dress code policy and modified from time to time. The cost of all uniforms and liveries, shoes, tools, manuals, etc., provided by the management to the employees and damaged while in the possession of the employee shall be recovered from the employees.

24 RESIGNATION/TERMINATION OF SERVICE:

24.1 A permanent employee desirous of leaving the Academy's services shall give a notice of 90 days in case of teaching and 30 days in case of non-teaching for resignation in writing to the Academy of his/her intention to do so, failing which he/she shall be liable to pay 3 months salary in case of teaching and one month's salary in case of Non-Teaching. He shall continue to be in service till the resignation is accepted and relief memo/order is issued by the management. However, the management shall have power at its discretion to accept the resignation by waiving balance notice period for the reasons to be recorded in writing and relieve the employee at any time before the expiry of the notice period.

- 24.2 An employee may be relieved of his/her duties at any time after he/she has been given notice of termination at the discretion of the management and he/she shall not be entitled to any payment of compensation/salary for the unexpired period of notice.
- 24.3 Any temporary / probationary employee/ fixed term employee on contract desirous of leaving the Academy's service can do so after giving 30 days notice to the Academy.
- 24.4 The resignation once submitted by an employee and accepted by the management cannot be withdrawn.
- 24.5 On the acceptance of resignation and its communication by the Management to the concerned employee, he shall settle all his dues to the Academy, hand over documents, cash, equipment and other properties or articles held in his custody and give vacant possession of the quarters/residence occupied by him to the officer concerned within the date of expiry of the notice period or on or before the date on which he/she is relieved and submit no due certificate to that effect. If the employee fails to return any such documents, cash and other property in good condition and order, the Management shall have right to recover all such outstanding amounts and value of the property of the Academy from the salary or any amounts due and payable to the employee or in any other manner as the management deems fit.
- 24.6 After all the formalities as are completed and the no due certificate is submitted by the employee, he shall be entitled to get the relief memo.

- 24.7 No leave of whatsoever kind due to the credit of an employee shall be adjusted against the notice period given by the employee while leaving the services of the Academy.
- 24.8 In all cases of termination of services of an employee whether by discharge or dismissal or otherwise and in all cases of resignation from service, the employee shall obtain a certificate from the management certifying that nothing is due from him/her to the Institution & obtain a no dues certificate from Finance Department/Library/Engineering Department or any other relevant department or section of the Academy.
- 24.9. If any employee who has been allotted/provided with a residential quarters/accommodation by the management is terminated from service, he shall vacate the residential quarters/accommodation within 24 hours from the date of termination of his/her service. Not vacating the quarters/accommodation provided by the management shall amount to misconduct under the regulations.

25 TERMINATION OF EMPLOYMENT BY THE ACADEMY:

- 25.1 The service of a permanent employee may be terminated by giving one month's notice or by giving one month's salary in lieu of one month's notice when there is a need for the management to reduce the surplus staff in the interest of the management on the principle of **"last come first go"**.
- 25.2 The service of a temporary / fixed term contract employee may be terminated by giving one month's notice.
- 25.3 The service of a probationer is liable to be terminated at the end of the probationary period or during the period of probation after

giving a notice of one month's notice and assigning reasons therefor.

25.4 The services of an employee suffering from "Continued ill Health" as defined under clause (vii) of rule 6 may be terminated by giving one month's notice or one month's salary in lieu of one month's notice.

25.5 The service of any employee is liable to be terminated on any of the following grounds after a notice of one month:-

- (i) insanity, senility, physical infirmity, contagious/infectious disease or ill health; or
- (ii) reduction of strength of the establishment or abolition of the department in which the employee is employed or redundancy of labour; or
- (iii) absence on grounds of physical or mental sickness or disability for a continuous period of 6 months or more, if in the opinion of an authorized medical officer, such disability will render the employee permanently incapacitated for any work.

25.6 The service of any employee may be terminated at any time if the management has reason to believe that the continuation of the employee in the service is likely to adversely affect the secrecy and security of any information or process or methodology which the management considers as confidential and which the employee may have access to or come to know.

26 **ABANDONMENT OF SERVICE:**

26.1 If an employee remains un-authorizedly absent without prior written permission and / or prior written sanction of leave

continuously for 10 days or more, the Management shall give him / her a notice at his / her last known address to report for duty within seven days from the date of receipt of the notice, and to give satisfactory explanation for his absence. If he / she does not report for duty within seven days thereafter with valid explanation, he/she shall be deemed to have voluntarily abandoned his/her service and he/she shall be deemed to have lost his/her lien on his/her job.

26.2 If an employee remains absent for fifteen days or more than fifteen days beyond the period of leave originally granted and / or the extended period of leave without prior written sanction or extension of leave or prior authorization, he/she shall be deemed to have voluntarily abandoned his/her service and he/she shall be deemed to have lost his/her lien on his/her job.

26.3 This is without prejudice to the right of the Management to take appropriate disciplinary action against the concerned employees for such absence

27 RETIREMENT:

27.1 The date of retirement of a teaching employee and a non-teaching employee from the service of the Academy on superannuation shall be the date on which he/she attains the age of 65 years and 60 years respectively. However, if the date of superannuation falls on any day other than the first day or the last day of the month and if the employee makes a written request to continue in service till the end of the month, the Management may permit such an employee to retire on the last day of the month.

Provided the Management may re- employ a retired teaching employee who is medically fit and whose services are considered necessary and beneficial to the institution on fixed term contract.

27.2 In determining the age of the employee, the documents as specified in clause 18 of this rule shall be produced.

27.3 In the absence of any proof of age mentioned in regulation 18 above, the opinion of the medical officer shall be considered to be conclusive with regard to the age of the concerned employee.

27.4 Any employee may be subjected to medical examination after attaining the age of 55 years and if found physically unfit or mentally unsound to perform the duties, may be discharged from the services of the Academy.

27.5 In all ordinary cases, a retiring employee shall be permitted to avail the earned leave at his credit before the date of his retirement. If the leave preparatory to retirement expires on the date of retirement, the employee need not rejoin duty for getting himself relieved from service. In such cases, the handing-over charge, if any, shall be done before the employee avails leave preparatory to retirement.

NOTE:

Where the date of retirement of an employee and the day/days preceding thereto are general holidays, the employee may be permitted to hand over charge at the close of working hours of the last working day before the date of such retirement and may be allowed duty pay for the holiday/s.

28 CLEARANCE CERTIFICATE:

In all cases of cessation of employment, the concerned employee shall obtain a clearance certificate from the concerned department in which he was working testifying that nothing belonging to the Institution is due by him. If the employee fails to return material / property of the Institution /establishments/, the cost of such material / property shall be recovered by deducting such cost from his/her salary. Any other amount due by him to the Institution shall also be recovered from the salary and other amounts payable by the Institution to the employee.

29 SERVICE CERTIFICATE:

Every employee who has worked in the capacity of a permanent / probationary and who leaves the service/retires/is dismissed or discharged shall be given a service certificate, if he applies for one and subject to his / her obtaining all necessary clearances pertaining to his / her separation.

30 FIDELITY AND SECURITY BOND:

30.1 Every employee dealing with cash, stores, and / or property of the establishment may be called upon to execute fidelity / security bonds. In certain cases, cash security may be prescribed by an authority duly authorized by the management.

30.2 The management shall have the right to require every employee to serve for a specified period from the date of joining service. In the event of resignation from service before completion of such specified compulsory service period, the management shall have right to require the employee to pay to the Institution

compensation in lieu thereof, as may be decided by the management.

CHAPTER IV

CONDUCT AND DISCIPLINE RULES

31 EMPLOYEES OBLIGATION:

31.1 Every employee shall at times:-

- a) Maintain at all times absolute dignity, integrity and devotion to duty and loyalty to the Academy and shall do nothing that would or is likely to tarnish the image or reputation of the Academy, or adversely affect its interests;
- b) Acquire/have required knowledge and expertise for the best performance of his/her duty in whatever capacity is placed, and be aware of the rules and regulations of the Academy as also any law applicable to the functioning of the Academy;
- c) Abide by the rules, regulations and any other instructions that may be framed by the management from time to time and which are in force to regulate the work, conduct and behavior of the employees;
- d) Devote his/her entire time (working hours) and attention to the discharge of his/her duties and responsibilities;
- e) carry out duties and responsibilities assigned to his/her post and shall also carry out any other duties that may be assigned to him/her from time to time;
- f) Do nothing which is unbecoming of an employee of the Academy

31.2 (i) Every employee holding supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all

employees for the time being under his/her control and authority;

(ii) No employee shall, in the performance of his/her official duty or in the exercise of powers conferred on him/her, act otherwise than in his/her best judgment except that when he/she is acting under the direction of his/her official superior. However, every employee shall act in accordance with the rules and the regulations of the Academy and any law applicable even when he/she is acting under the direction of his/her official superior;

31.3 No employee shall:-

- a) Use his/her position or influence directly or indirectly to secure employment for any person in any concern with which he/she has or had official dealings in connection with the business of the Academy.
- b) Bring or attempt to bring any outside influence to bear upon the management to further his/her personal interests in the Academy.
- c) Misuse the amenities provided for him/her by the Academy to discharge his/her official duties.
- d) Accept any gifts, presents, gratis, payments or other favours from the students, patients, patients attendants, suppliers, contractors, dealers or anyone who could directly or indirectly influence/damage / harm the business interests/goodwill or reputation of the Academy.
- e) Disclose/divulge any confidential information gained in the course of his/her employment in the Academy for personal gains/profit or advantage for himself/herself or any other person, and
- f) Engage directly or indirectly in any trade or business or avocation or undertake any other employment.

31.4 No employee shall:-

- a) Propagate/indulge in communal or sectarian activity.
- b) Discriminate against any person on the grounds of caste, creed, language etc.
- c) Indulge in or encourage any form of malpractice, and
- d) Accept private tuition

31.5 No employee shall give or accept gifts or favour of value in his business relationships with other organization or individuals doing or seeking to do business with the organization unless recognized as proper and approved in writing by the management.

31.6 Any employee involved in giving or accepting gifts and / or favour in violation of the above shall be liable to disciplinary action.

32 PROPERTIES OF THE ACADEMY:

32.1 Every employee shall

- (i) Take due care of the property, materials, instruments, equipment's, machines, furniture's, cash, etc. of Academy entrusted to his/her care and shall take all reasonable precautions to safeguard them against accidents, damage, loss or pilferage. Where damage or loss is attributable to the mishandling or misuse, such an employee shall be liable for disciplinary action as may be deemed fit by the management. Besides, the management shall be entitled to recover the assigned/assessed value of such breakage, damage or loss from the employee as deemed fit.

- (ii) Promptly report any occurrence or defect noticed which endanger lives of persons in the Academy and might result in any damage to the property of the Academy or that of any others.
- (iii) Take appropriate precautions against hazards and shall make proper use of safety devices and preventive measures as prescribed and provided by the management and;
- (iv) Conduct periodical review to identify the materials, nearing expiry/warranty date, if concerned with the stock procurement and stocking of materials. Appraise the Management and the concerned superiors, take appropriate action in consultation with the Management and ensure that the materials do not get outdated. Great care must be exercised to avoid unnecessary inventory holdings.

33 UNAUTHORISED POSSESSIONS OF GOODS, ETC.:

An employee found in unauthorized possession of any goods, equipments, implements, articles, materials, etc. which are in use in Academy or kept in stock in Academy and are not normally carried by the person, shall be deemed to have got into possession of such goods by improper means. The management may confiscate such goods and such unauthorized possession attracts disciplinary action as well as any other action as deemed fit by the management.

34 UNAUTHORISED PERSONS IN THE PREMISES:

An employee who has been suspended, laid off, discharged, dismissed or has resigned or is not working for any reasons, shall leave Academy premises forthwith unless requires to stay back by the management. Such employees shall not enter Academy premises without permission.

35 POSSESSION / CONSUMPTION OF INTOXICATING DRINKS AND NARCOTICS:

No employee shall possess or be under the influence of intoxicating drinks/drugs while on duty.

36 PARTICIPATION IN POLITICS AND ELECTIONS:

36.1 No employee shall be a member of or be otherwise associated with any political party or any organization which takes part in politics nor shall take part in or subscribe in aid of or assist in any other manner any political movement or activity. Further he/she shall not contest, canvass or otherwise interfere or use his/her influence with or take part or contest in any election to any legislature or local authority or panchayati raj institution or co-operative society other than the employees co-operative society of the Academy. However, he/she may exercise their franchise if he/she is otherwise eligible to do so.

37 DEMONSTRATION AND STRIKES:

No employee shall organize or participate in any demonstration in the premises of Academy, which is prejudicial to the Academy or public order, decency or morality or which involves defamation or contempt of court. He/she shall also not resort or in any way instigate, incite or abet any form of strike or stoppage of work.

38 CONNECTION WITH PRESS, RADIO AND TELEVISION:

No employee shall, except with the prior permission of Academy or in the bonafide discharge of his/her duties, participate in a

Radio/TV broadcast, give speech to public, or contribute any article or write any letter to any newspaper or periodical or publish any pamphlet anonymously or pseudonymously or his own name, on a subject which may have a bearing on the affairs of Academy or detrimental to the image/interests of the Academy.

39 CRITICISM OF MANAGEMENT:

No employee shall criticize the management either in the press or over the radio or on any public platform, provided, however, that nothing in this rule shall apply to any statement made or reviews expressed by an employee in his/her official capacity or in the due performance of his/her duties assigned to him/her.

40 INVENTION AND PATENTS:

No employee of the Academy shall, either during his/her service in the Academy or thereafter, apply for patent or exclusive privilege under any statute, in respect of any invention/discovery made by him/her as a result of his/her service in the Academy.

41 UNAUTHORISED COMMUNICATION OF INFORMATION:

No employee shall, except in accordance with any other general or special order of the Academy, or in the bonafide performance of the duties assigned to him/her, communicate directly or indirectly any official document or information to any employee or any other person to whom he/she is not authorized by the Academy to communicate such document or information.

42 UNAUTHORISED PUBLICATIONS OF OFFICIAL DOCUMENTS:

No employee, while in service of Academy or after retirement,

resignation, dismissal or discharge, shall make public or publish any documents, papers or information which might have come into possession in his/her official capacity, without obtaining prior written permission from the Academy.

43 'IDENTITY CARD':

43.1 The Academy shall provide every employee with an identification badge/Card for any or all of the following purposes

- (a) Identification;
- (b) Entry and Exit;
- (c) Attendance recording;
- (d) Emergency contact or for any other purpose which may be notified by the management from time to time.

43.2 Every employee shall possess and wear the identification badge which shall contain his/her photograph and signature and/or name badge to be visible while on the premises of the Academy. All employees shall comply with all instructions in regard to the custody of the badge and shall show it to any person authorized to inspect it at any time when required.

43.3 Every employee when he/she ceases to be in the employment of the Academy or on suspension shall surrender his/her identity card/ badge to the Academy before his/her dues are settled.

43.4 Every employee shall take utmost care against the loss of badge and shall, in the case of it being lost, immediately notify to the superior/HOD. A duplicate shall be issued on payment of Rupees fifty or such amount as may be fixed from time to time. Any employee who has been supplied with identity badge, uniforms

or any other apparel shall wear/carry with him/her the same during the duty hours of the Academy. Any employee failing to comply with the same shall be liable to be sent out of the Academy premises without salary or removed from the Academy, if he/she has already entered the premises. Such employee shall also be liable for disciplinary action.

44 SEARCH:

44.1 Any employee is liable to be searched by a person or persons authorized by the Management at any time, and also while entering or leaving the premises of the Academy, provided that the women employees shall be searched only by women.

44.2 The quarters, accommodation and such other facilities provided by the Academy shall also be 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.

44.3 The Academy shall not be responsible in any way for any damage or loss caused to any personal property of any employee within premises of the Academy.

44.4 Every employee shall deposit with appropriate authority any lost and found/unclaimed articles in the premises of the Academy.

45 DUTIES, BEHAVIOUR & OBLIGATIONS OF THE EMPLOYEE:

45.1 Every employee shall devote his/her full time of work to the Academy diligently and faithfully and observe the rules and regulations contained herein as well as other instructions, directions, stipulations, policies, guidelines, standard operating procedures and practices, which may be notified from time to time by the Academy.

- 45.2 Every employee shall carry out the work allotted by his/her superiors conscientiously and to the best of his/her ability and observe all the rules contained herein as well as other instructions, directions, stipulations policies, guidelines, standard operating procedures and practices, which may be notified from time to time by the Academy.
- 45.3 No employee shall enter or pass through departments other than those in which he/she is employed unless doing so is necessary in the course of his/her duties and he/she has been authorized to do so by the Superior/HOD.
- 45.4 Every employee shall commence work at the official starting time and continue working until the official closing time, unless permission or instructions to stop work earlier has been issued by the competent authority.
- 45.5 No employee shall leave the premises/place of work during working hours without prior written permission from the Superior/HOD.
- 45.6 No employee shall engage himself in any other work or trade excepting that of the establishment either for himself/herself or for any other person during his/her employment with the Academy. No employee shall engage in any activity prejudicial to the interests of the Academy and its business.
- 45.7 No employee shall disclose any confidential matter regarding the Academy business methods, inventions, know-how, secrets, etc., which has come to his/her knowledge in the course of his/her employment with the Academy to any un-authorized person or

authority, to the press or the electronic media unless permitted by his/her superior to do so in writing.

- 45.8 Every employee shall be courteous to any visitor/customer/supplier/ patient/guest/ caretaker, on business and to his/her colleagues, superiors and to all people during his/her work in the establishment and attend to them without any loss of time with all sincerity, punctuality and urgency that it deserves.
- 45.9 Every employee shall be responsible for and shall take proper care of all machines, tools, apparatus, appliances, instruments, drawings, vehicles or other materials/ properties of the Academy. No employee shall take out any article, document, materials or property belonging to the Academy, or of other employees, suppliers, patients / caretakers/ guests/visitors or any other person, agency, etc, without prior permission from his/her superior neither shall he/she conceal nor attempt to conceal any such articles or materials etc., In the case of any necessity of any employee taking the above materials out of the Academy with the permission of his/her superior, a pass in the prescribed form shall be issued by the superior in this regard. Such pass shall be produced for security check.
- 45.10 Every employee shall take all precaution to safeguard the Academy's property to prevent accident and or damage to it. Every employee shall, at once, report to his/her supervisor any defect which he/she may notice in any machinery/equipment connected with his/her work. Also, he/she shall immediately report any defect or occurrences which he/she may notice and which might endanger him/her or any other employee of the

Academy, or the patients/guests/visitors of the Academy or might result in damage to the Academy's or somebody else's property. It is the duty of every employee to ensure that the machine and/or place around the machine is kept clean and tidy always.

- 45.11 Strict observance of all the safety instructions/norms including fire precaution and protection is obligatory on the part of every employee. No employee shall, unless specifically authorized, interfere with any safety device or any machine either running or idle. All protective clothing and or appliance provided for the safety of the employee shall be worn by him/her while on work.
- 45.12 No employee shall indulge in and force or cause other employee to participate in any activities in isolation or jointly, in the premises of the Academy, in organizational activities not connected with the Academy. These activities include any trade union activities like holding meeting, canvassing for trade union, fund raising for trade union, shouting slogans, leading or participating in processions, distribution of leaflet or any literature, posters either in physical or in any electronic form during working hours of the Academy. These activities also include any activity connected to a political party, religious organization or fundamentalist group.
- 45.13 The management may prescribe for any set of employees or all of them to wear uniform, safety gears and personal protection equipment's. These uniforms, safety gears and protective instruments shall be the property of the Academy. The safety gears and protective equipment's cannot be taken out of the Academy.

- 45.14 Every employee shall be responsible for and shall take proper care of the machine, equipment, materials, etc., generally and specifically entrusted to him/her.
- 45.15 No employee shall interfere in or hinder performance of Academy's duty to enforce discipline.
- 45.16 Every employee shall, whenever required by the Academy, travel by land, sea, air or space as may be directed by the Academy.
- 45.17 All employees shall always maintain good housekeeping in and around their place of work or around their department.
- 45.18 Every employee, irrespective of the trade / skill to which he/she was originally selected, shall be required to undergo training in other trades/ skill on the basis of multi-skill, multi-trade concept, both for redeployment of employees as also for his/her career advancement. It shall be the responsibility of every employee to attend such training before such re-deployment and acquire new skills.
- 45.19 No employee shall undertake any assignment, occupation, employment, vocation and higher studies, trade, trade business or calling directly or indirectly outside his/her employment without the Academy's specific approval in writing.
- 45.20 All work in the establishment shall be considered dignified. Every employee shall be prepared and agreeable to perform any job when required by the management in the interest of the uninterrupted and productive working of the establishment/Academy.

- 45.21 Every employee shall follow the chain of command and all his/her actions/activity shall be as may be authorized by his/her immediate supervisor or his/her HOD.
- 45.22 Every employee shall always be neatly dressed in uniform as per the uniform policy while on duty and shall keep his/her person and work place clean at all times, and shall assist the Academy/authorized persons to maintain good housekeeping and cleanliness of the Academy. The employee shall comply with the dress code of the Academy as notified from time to time.
- 45.23 Every employee has to present himself at the place of work as notified to him/her, in a clean and neat manner and adhere to the personal hygiene standards which the Academy may notify from time to time.

46 ENTRY AND EXIT:

- 46.1 No employee shall enter or leave the premises of the establishment except through the gate or gates provided for the purpose and as specified by the management.
- 46.2 Every employee shall show his/her identification badge to the security staff on duty while passing through such gates or places of entry / exit.
- 46.3 No employee shall enter the premises of the establishment except when on duty, without the permission of the superior/HOD in this behalf.
- 46.4 The Academy reserves the right to bar entry into its premises of an employee who is:
- a) not following the registered procedure of entry/ exit, or

- b) suspected to be under the influence of alcohol or narcotic substances or drugs, or
- c) suffering from any contagious or infectious disease, or
- d) in possession of any material prejudicial to the security of the Academy, its employees or visitors, or
- e) likely to create disturbance & disturb peace at work, or
- f) reasonably considered hazardous for safety & health.

46.5 No employee shall leave the establishment during the duty hours except after obtaining written permission of the authorized officer and with a valid gate pass. If any employee desires to leave the Academy premises during the hours of work notified for the employee, the said employee shall obtain prior consent of and a gate pass from the Supervisor, and in the absence of the Supervisor/HOD, from the in-charge Supervisor/HOD.

46.6 Refusal by an employee to appear before a doctor for examination for verification of consumption of alcohol or drugs or narcotic substances shall be considered to be a confirmation that he/she has consumed alcohol or is under the influence of drugs or narcotics.

46.7 If any employee is required to take any of the Academy's property or articles outside the Academy premises, he/she shall first obtain permission from the HOD/Superior after making a request in that behalf, and in addition, the employee shall get the property/article description duly entered in the register maintained for this purpose and shall obtain a gate pass from his/her HOD/superior.

- 46.8 Any employee who is off duty, or has been granted leave, laid off, suspended, discharged, dismissed or has resigned or is not working for any reason or is declared to be suffering from an infectious disease, shall immediately leave the premises of the establishment and shall not enter any part of it except with the permission of the HOD/superior in this behalf.
- 46.9 No employee shall take inside the premises of the Institution any outside person without the permission of the HOD/superior.
- 46.10 Every employee shall be searched at the main gate or such other specified entrances of the Academy by the security staff on duty or by any other person appointed by the management for that purpose.
- 46.11 Every employee shall be liable to be searched at any time while entering or leaving or when within the Academy premises, during or outside working hours by the security staff or by any other authorized person/s. All personal belongings including, all clothing, tiffin boxes, documents, pens, foot wear, glasses, bags, watches, computer peripherals and receptacles of any kind are liable to be searched and the employee shall offer them for search when required.
- 46.12 Every employee shall be liable to search both at the time of entry and exit or at any other time as may be required by the Superior/HOD, by a person of the same sex authorized by the superiors in this behalf. Such checks/ searches shall be done at the nearest security post or department or office.
- 46.13 Every employee shall be liable to be searched by the security staff or by any other person authorized by the management, in

any part of the Academy's premises, at any time, if the management suspects that the employee is in wrongful or unauthorized possession of any property belonging to the Academy or to other persons.

- 46.14 No packages, parcels, medicines or any other articles except tiffin boxes (containing only eatables), reading materials, newspapers, magazines and dress shall be allowed to be taken inside the Academy premises. Such articles which are not allowed to be taken inside the Academy premises, may however be left at their own risk with the security personnel at the main gate, or such other gates provided for the purpose. When the employee goes out of the gate, such tiffin boxes and or any other materials or packages in his possession shall be kept open for inspection to the security staff.
- 46.15 The right to regulate the entry into work areas shall vest solely with the management as may be notified from time to time.
- 46.16 Any article belonging to the Academy found in his or her possession shall be liable to be confiscated and action shall also be taken against him/her under these rules and under any other law for the time being in force from time to time.
- 46.17 The outgoing packages must bear the signature of the respective heads of the department or superior as may be authorized in the prescribed gate pass but they are liable for inspection by the security officer. No property or any other material or equipment's, etc., belonging to the establishment/patients/visitors /guests and other employees shall be taken out of the premises without obtaining a gate pass from one of the officers authorized to issue the same.

- 46.18 No employee shall be permitted to bring their personal belongings into the establishment. All such personal belongings of the staff must be deposited at the security office and not brought inside the premises.
- 46.19 No employee shall be permitted to bring their personal jewellery, valuables, etc., into the premises and if he/she does so and if any theft or loss of the same occurs, then it shall be entirely at his/her own risk and the management shall not at all be responsible for the same.
- 46.20 Every employee shall be required to make available all articles carried by him/her for inspection at the gate. The management shall have the right to prevent any entry or exit of any employee for any reasonable cause.
- 46.21 An employee coming on bicycle, scooter, motor bike, car or any other vehicle shall be required to park the same in the area/place earmarked for the purpose of such parking and shall be searched by the security at the gate.
- 46.22 Any employee who is not in a position to leave the premises after the close of the shift within 15 minutes due to working beyond duty hours shall be required to produce a written authorization of the department head while leaving the premises.
- 46.23 Any employee who wants to enter the establishment during the period other than his/her normal duty hours may do so at the sole discretion of the management on procuring visitor's pass. In such a situation, he/she may be permitted to see any of the

person(s) whose name has been entered by him/her on the visitor's pass.

47 STOPPAGE OF WORK, CLOSURE, LAY OFF & RETRENCHMENT.

- 47.1 The management shall have the right to stop work in any section or sections of the hospital/establishment/Academy wholly or partially for any period without giving any advance notice at any time in the event of fire, catastrophe, breakdown of machinery or stoppage of power supply, epidemics, shortage of patients, or such other causes beyond its control, civil commotion, agitations, violent actions, go-slow gheraos, obstructions, intimidations threatening sit in strike or any other reason or any such actions by the employees, either individually or collectively which will make the smooth working of the hospital /establishment /Academy /management practically impossible.
- 47.2 In the event of such stoppage during working hours, the employee affected shall be notified by notices put up on the notice board as soon as practicable as to when work will be resumed and whether he/she should remain at or leave his/her place of work. The employee shall not ordinarily be required to remain for more than two hours after the commencement of the stoppage. The employee so retained shall not be entitled to any salary for the period of such retention. No other compensation will be admissible in case of such stoppage. Whenever practicable, reasonable notice of resumption of normal work shall be given.
- 47.3 Where the employees are laid off for short periods, such period of lay off may be treated as compulsory leave with or without salary as the case may be. If, however, the employees have to

be laid off for long periods, the management shall have the right to retrench/terminate their services after giving them due notice or payment in lieu thereof.

- 47.4 In case of lay off due to strike or slowdown by a section of the employees, the employees laid off shall not be entitled for any salary or compensation as per the law in force. However, when the employees have to be laid off for a period exceeding 45 days, their services may be terminated after giving them due notice or pay in lieu thereof, or be laid off without any compensation or salary/salary for lay off exceeding 45 days.
- 47.5 The management shall have the right to remove any employee when his/her service is found surplus or not required or unproductive or found uneconomical or for any other reason of whatsoever nature. Upon such retrenchment, the management shall not be bound to pay any compensation to such retrenched employee, except as provided for under the law.
- 47.6 All notices required to be given under these rules shall be displayed on the notice boards at the office of the Human Resource Department of the establishment. When a notice pertains to a particular department or departments only, it shall be displayed in the department concerned.
- 47.7 The management may in the event of a strike or lockout affecting either wholly or partially any section or department of the establishment close down either wholly or partially such section or department as well as any other sections or departments affected by such closing down. The fact of such closure shall as soon as practicable be notified by posting a notice displayed on the notice board in the departments concerned. The employees

concerned shall also be notified by the general notice on the notice board.

47.8 If an employee, who having been laid off under this rule , fails to report for duty within eight days of the recall notice or after having been otherwise notified shall be deemed to have left the services of the Academy on his/her own accord.

47.9 In case of strike or slow down, the employee laid off shall not be entitled to any salary.

48 STRIKE / LOCK-OUT:

48.1 If ten or more employees acting in concert and without giving at least fourteen days' notice to the Academy / management / establishment absent from work or being present at the work spot, refuse to work, such action shall be construed as an illegal strike by the employees, the Management shall be entitled to deduct an amount equal to 8 days' salary from the salary of such employees for each day of such absence/refusal to work, which shall be without prejudice to the right of the management to take disciplinary action.

49 WORKING OUTSIDE THE OFFICE HOURS AND ON HOLIDAYS:

The Management reserves the right to require all or any of the employees to work either before the office hours or after the office hours in the exigencies of service on any day and to require all or any of the employees to work on declared holidays / weekly off.

50 ATTENDANCE AND LATE COMING:

- 50.1 Every employee shall be at work in his/her designated place / area during the time fixed and shall commence work at the assigned place and at the time fixed for commencement of work in accordance with the notified working hours. He/she shall sign against his/her name in the attendance register and also mark his/her attendance in the electronic records or biometric system maintained either in the department or in a place decided by the Management.
- 50.2 Every employee shall personally record his/her time on attendance at the work spot, in such a manner as may be prescribed from time to time, before the time of commencing work, after any rest intervals and at the time of exit after working hours, no employee shall record attendance for any other employee.
- 50.3 An employee failing to record attendance is liable to be treated as absent for the day, unless he/she gives adequate reasons in writing for his/her failure to do so and the same are accepted by his/her superior.
- 50.4 The employee shall be present punctually at the specified time at his/her allotted place of work. Any employee who does not report at his/her appointed place of work at the time fixed, or is late by more than fifteen minutes from the time fixed, is liable to be kept out and treated as absent for the day unless he/she gives, to the satisfaction of the authority designated for the purpose, adequate reasons in writing for his/her late coming or absence from his/her work spot.
- 50.5 The starting and closing of work period, the starting and closing of interval period shall be notified from time to time and shall be

based on the time indicated on the device/instrument specified for recording attendance.

- 50.6 No employee shall leave the work place during the working hours without obtaining permission from his/her HOD/superior. If any employee is found to have left the assigned place or places of work before the start of the interval period or before the close of the shift, such employee shall be deemed to have committed an act of misconduct and shall be liable for disciplinary action as provided for in these regulations.
- 50.7 If any employee leaves the work spot during working hours without prior permission and or without any satisfactory reason, such employee shall be liable to be treated as absent for the whole day in case the absence commences before the interval period and half a day if the absence commences after the interval period.
- 50.8 If an employee does not report at his/her workplace punctually at the specified time the word '**late**' shall be entered by the head of the department / Management against his/her name. If an employee commits an act of late attendance or absence from the place of work without permission for more than three days in a month he shall be considered a habitual late comer / absentee and the said act shall be considered a misconduct warranting disciplinary action in accordance with the rules. Any employee coming late shall not be entitled for salary on the principle of "No work-No pay."
- 50.9 Every employee, before commencement of shift or on completion of shift duty, shall enter/leave the Academy premises, ten minutes before the commencement or within ten minutes after

closing of the respective shifts. At any rate, his coming into the designated work place or his stay in the Academy premises after the closure of the shift time shall not exceed beyond fifteen minutes.

- 50.10 Any employee reporting late within fifteen minutes from the appointed time may at the discretion of the Supervisor/HOD, be permitted to work. However, an employee reporting late by more than fifteen minutes from the appointed time on any day shall not be permitted to work. For the period of such non-attendance, the employee shall not be entitled for salary.
- 50.11 If any employee's record pertaining to late coming, missing from the work spot and absence from work results in loss of training or probation or regular service, the same shall attract suitable action as per the Academy guidelines from time to time.
- 50.12 Absence without proper sanction or absence without valid reason shall not be sanctioned as **"leave on loss of pay"** but shall be treated as unauthorized absence which amounts to break-in-service or "dies-non".
- 50.13 If any employee after registering his attendance in the manner prescribed is found absent from his place of work during working hours without permission or if although present in such place refuses to carry out his work, it shall be construed as misconduct. In addition, the concerned employee's salaries shall be deducted in accordance with law.
- 50.14 If an employee desires to leave early or arrive late for work, a written permission shall have to be obtained from the concerned department head in writing and the same needs to be

communicated to human resources department by the department head.

50.15 An employee in general shift may be permitted to leave the premises during the rest interval for genuine reasons and after producing written authorization by the head of the department and the same needs to be communicated to human resources by the department head. If, however, an employee leaves the premises during working hours without permission, he/she shall be liable to be treated as absent for the whole day in case the absence commences before the recess period and for half a day in case the absence commences after the recess period. The deduction from salary shall have to be made for the period of absence under these regulations.

50.16 The provision of deduction from salary herein shall be without prejudice to the right of the management to take such disciplinary action as may be necessary for such late coming.

50.17 Every employee at the start of the shift shall be in uniform (where prescribed) and ready for work and shall not leave duty at the end of the shift unless he/she hands over charge properly to the employee detailed for the next shift.

51 NOTICES OF:-

- i) starting, re-starting, alteration and discontinuance of shift working;
- ii) closure and re-opening of a department or section of the department; and.
- iii) the closure and re-opening time shall be displayed in the office of human resources or at the main gate, and in the case of

department or section of the department or section also in the department concerned.

All notices referred to herein shall be displayed on the notice board maintained in the human resource department.

52 SEXUAL HARASSMENT COMPLAINT'S COMMITTEE:

52.1 Any employee complaining of sexual harassment may lodge a complaint with the complaints committee. The complaints committee shall meet at such intervals as it may decide and consider complaints received in this behalf. The complaints committee shall after conducting such enquiry as it deems fit on the complaints received, submit its finding.

52.2 The complaints committee shall consist of five members, two from the management and two from the employees inclusive of one lady employee and one social worker or a person well versed in law. The lady member from the employees shall be the chairperson of the complaints committee.

52.3 This committee shall investigate or enquire into any allegations of sexual harassment to a female employee and submit its findings to the management. The findings of the complaints committee shall be the basis for imposing penalty on any employee found guilty of sexual harassment.

53 MISCONDUCT:

"Misconduct" shall mean an act of omission or commission, express or implied, custom or usage, whether specified herein or otherwise, either singly or in collaboration with others, whether amounting to a substantive act, abetment or connivance committed within the premises of Academy, if related to the

maintenance of discipline or pertaining to the interest of the management or other employees or officers of the management. Any act of omission/commission/ indiscipline which affects the reputation or prestige of the management shall amount to misconduct whether committed within or outside the premises of Academy.

54 ACTS CONSTITUTING MISCONDUCT:

54.1 Any act of omission & or commission or breach of discipline on the part of an employee shall render him/her liable for disciplinary action for misconduct.

54.2 Without prejudice to the generality of the meaning of the word 'misconduct' the following illustrative list of acts of omission and or commission and or breach of discipline and any other action which may be construed as indiscipline or misconduct shall be treated as misconduct.

- (i) Insubordination or disobedience of any lawful and reasonable order of a superior officer / head of the department.
- (ii) Participation in any strike/demonstration, gherao and or any other kind of agitation or abetting and inciting such agitational activities which is unjustified or against any law, agreement or award or settlement or abetment or working in furtherance thereto.
- (iii) Theft, fraud, dishonesty, embezzlement or misappropriation in connection with the work, business or property of the Academy.
- (iv) Theft, fraud, embezzlement or misappropriation of property belonging to other employees or patients or students or guests inside the premises of the Academy.
- (v) Absence without leave for more than 10 consecutive days.

- (vi) Accepting service for any consideration inside or outside the College / Hospital/ Establishment or under any person without the approval of the Management.
- (vii) Giving false evidence or statement in any domestic enquiry held by the Academy or in a case conducted in a Court of law in which the Academy is a party.
- (viii) Travelling or carrying unauthorized passengers and materials in any of the Academy's vehicles without valid authority.
- (ix) Collection or canvassing for collection of any money for any purpose within the premises of the Academy without prior permission of the superiors except as permitted by any law for time being in force.
- (x) Sleeping while on duty.
- (xi) Distribution or exhibiting inside the premises of the Academy hand-bills, pamphlets or posters without prior permission of the management.
- (xii) Unauthorized disclosure of information about the administrative or organizational matters, security arrangements, technical knowhow, business or affairs of the Academy which has come to the knowledge / possession of the employee.
- (xiii) Gambling or playing cards or betting within the premises of the Academy or the establishment/hospital or canvassing for sale of lottery ticket/tickets/tokens/coupons or canvassing for any commodities, chit funds, or canvassing for any travel insurance or commercial agency etc. within the premises of the Academy.
- (xiv) Conviction in any Court of Law for any criminal offence under the Indian Penal Code.

- (xv) Making false statements on matters germane to his/her employment in the Academy or suppression of facts at the time of employment or during the course of his/her service in the Academy.
- (xvi) Refusal to accept memorandum or charge sheet or any other communication issued by the superior or disciplinary authority.
- (xvii) Participation in any movement prejudicial to the interests of the Academy.
- (xviii) Not allowing the employees/officers/superiors of the Academy either to enter or come out of the premises or causing ingress or egress of the material or machines of the Academy or wrongful confinement or coercion or any employee / officer of the Management within or outside the premises of the Academy.
- (xix) Tampering with any of the records of the Academy.
- (xx) Acts of immorality or involving moral turpitude within or outside the premises of the Academy.
- (xxi) Refusal to work beyond the stipulated period of work on holidays when specifically instructed to do so by the Management.
- (xxii) Possession of un-licensed weapons, dangerous or illicit drugs within the premises of the Academy.
- (xxiii) Sexual harassment of any co-employee or student, patient's attendants and or any other person who would be involved with the Academy including such unwelcome sexually determined behavior (whether directly or by implication) such as,

- (a) physical contact and sexual advances
 - (b) a demand or request for sexual favours.
 - (c) sexually coloured remarks/comments.
 - (d) creating an intimidating or hostile working environment for
a
female employee
 - (e) showing pornography,
 - (f) any other unwelcome physical, verbal or non-verbal
conduct of
sexual nature.
- (xxiv) Habitual late attendance or habitually leaving work before time or habitual absence from the place of work or absence without leave for more than 15 consecutive days or overstaying the sanctioned leave for more than 15 consecutive days;
- (xxv) Habitual or gross negligence of duties or defective work due to carelessness / neglect of work or refusal to carry out duties entrusted;
- (xxvi) Willful slowing down in the performance of work, malingering or abetment or instigation thereof; intimidating, abetting, inciting, coercing others to slow down or to strike work acting in furtherance thereof;
- (xxvii) Assaulting, abusing, coercing, threatening, intimidating, drunkenness, boot legging, riotous / disorderly or indecent behavior, indecent gesturing or quarrelling with any person or other employees or officers working within / outside the premises of the Establishment/ Hospital/ Academy;

- (xxviii) Carrying on or speculation of any kind within the premises of the establishment;
- (xxix) Smoking or spitting or chewing pan or tobacco or ghutka in the office, patient's wards or in any other place within the premises of the establishment/ Academy;
- (xxx) Canvassing for the union membership or collection of union dues within the premises of the Academy except in accordance with any law.
- (xxxi) Distribution of exhibiting within the premises of the establishment, hand bills, pamphlets, posters, effigies and such other things or causing to be displayed by means of signs or writing or other visible representation on any matter;
- (xxxii) Staying in or conducting / holding un-authorized meetings / demonstration inside the establishment/ hospital /Academy or within 15 meters outside the premises of the Academy or obtaining signature of the employees or pasting any notice inside the premises of the Academy;
- (xxxiii) Engaging in private work or trade or business within the premises of the Academy;
- (xxxiv) Carrying concealed weapons or explosives, fighting with or attempting bodily injury to any another employee, student, patient, patients attendants or any other person within the premises.
- (xxxv) Breach of any of the provisions of the rules or any law applicable to the establishment or any rules, policies, notices, standard operating procedure, etc.;

- (xxxvi) Causing loss or damage to the property of the Academy or of the patients of the Hospital owing to irresponsible action or negligence or subversive or unethical practices;
- (xxxvii) Offering, demanding or accepting bribe or secret commission, discount, any illegal gratification whatsoever in cash or kind;
- (xxxviii) Failure to show proper consideration, courtesy or attention towards patients, customers, officers or other employees of the Academy and misbehaving with them;
- (xxxix) Commission of any act which is fighting, drunken, riotous or disorderly or indecent behavior or any act subversive of discipline or good behavior within or outside the premises of the Academy;
- (xl) Falsifying records or giving false evidence or statement or refusing to give testimony in regard to incidents in the establishment or other matters related to the business which are being investigated or being considered or in any domestic enquiry held by the Academy or in a case conducted in a court of law in which the Management is a party;
- (xli) Making false or incorrect statements or information with regard to any matter on which the management may require him/her to make a statement/provide information;
- (xlii) Refusal to sign a statement of declaration given by himself/herself or to receive or acknowledge or accept notices, accept warnings, memorandum of charge sheet or any other communication issued to him/her by the Competent Authority or disciplinary authority of the Management;

- (xliviii) Causing damage to work in process or to any property including database or software of the establishment/Academy;
- (xliv) Obtaining leave on the pretext of being sick or any other false pretext and during the same period working elsewhere or attempting to obtain work elsewhere abusing leave facilities;
- (xlv) Punching the attendance card of any other employee or forging the signature of another employee in the attendance register or falsifying records either of himself/herself or of any employee in any manner in respect of attendance or payment of salary;
- (xlvi) Habitually remaining in toilet/tea room/ cafeteria/canteen or any other place for an unreasonably long period of time within the premises of the Academy;
- (xlvii) Failure to report accident/injuries on duty and/or failure to give evidence in respect of such accidents/injuries;
- (xlviii) Printing, publishing, tweeting, uploading, and/or distributing and/or uttering any defamatory/derogatory words or materials in respect of the Academy or its officers or any other employee in any form;
- (xlix) Un-authorized possession of Academy's property whether inside or outside the premises of Institution;
- (l) Staying in the Academy's premises without permission after regular hours of work;
- (li) Usage of establishment's e-mail, internet access for transmitting, retrieving, viewing, hearing, storage of any

communication/data which are not connected with the work of the establishment;

- (lii) Slowing down in performance or work or inciting others to slow down or adopting or inciting others to slow down or any tactics to that effect by whatever name called;
- (liii) Engaging in fights, scuffles or altercation with fellow employees in the establishment;
- (liv) Soliciting any tips from the patients and their relatives or anybody else or accepting any tips from the patients and their relatives or anybody else;
- (lv) Habitual commission / omission of any acts for which a fine may be imposed under the Payment of wages Act, 1936;
- (lvi) Taking extended breaks either before or after the indicated timings or not being available at the place of work during the working hours including any shift timings;
- (lvii) Any conduct of the employee which endangers the safety of the establishment / premises, machinery, equipment or personnel brand image or reputation belonging to Academy (subsidiaries branches, establishments);
- (lviii) Committing any act whether within or outside the premises of the establishment/hospital amounting to any offence or which would tend to have effect or result in damaging the reputation, public confidence, discipline, or prestige of the establishment/hospital or committing any act which is in any way detrimental to the interest of the Institution;

- (lix) Doing money lending business or any other monetary transaction or conducting chits or business or utilizing one's position as an employee of the Academy for personal gain, irrespective of whether the actual transaction is made either within or outside the premises of the Academy;
- (lx) Unauthorized use or misuse of the property or the premises of the Academy/ the establishment / hospital or unauthorized / forcible occupation of any part or portion of the premises of the Academy;
- (lxi) Willful breach of an expressly prohibited act, failure to observe safety instructions notified for the purpose or interference with any safety devices or equipment installed, and safety of the guests or employee's property;
- (lxii) Delivering speech tending to incite or instigate employees to violence against the management of the Academy or raising slogans against the management or offices of the Academy maligning or sabotage or abetment or instigating thereof;
- (lxiii) Committing any nuisance in the establishment / hospital / Academy or near the outskirts of the hospital / Academy premises thereby disturbing the peace of the hospital;
- (lxiv) Willful non co-operation with fellow employees for proper discharge of duties.
- (lxv) Not wearing the specified uniform and identity cards while on duty, wearing of uniforms provided by the establishment / Hospital outside duty hours or misuse of the identity card issued by the Management;

- (lxvi) Refusal to sign any documents, form or register kept or maintained for the purpose of maintaining daily records;
- (lxvii) Failure to deposit any lost article found in the premises of the Institution with the security department (lost and found) and obtain a receipt for the same;
- (lxviii) Non observance of hygienic conditions in the premises of the establishment;
- (lxix) Spreading false rumors or giving false information which tends to disrepute the establishment/hospital/Academy, its brand entities or its employees or spreading panic among the employees;
- (lxx) Refusal to present or failure on the part of any employee to present himself/herself before the medical officer appointed and notified by the management for a medical checkup and failure to carry out his/her instructions;
- (lxxi) Possession or use of any intoxicating liquors, drugs or narcotics while on duty within the premises of the establishment/ Academy or attending work after consuming the intoxicating liquors / drugs / narcotics or behaving in such a manner as to violate common decency or morality within the premises of the Academy;
- (lxxii) Handling any machine, apparatus, vehicle etc., not entrusted to his/her charge;
- (lxxiii) Tampering, falsification, forging, defacement or destruction of the records, bill or any documents of the establishment/ Academy;

- (lxxiv) Use of foul or abusive or vile or obscene language or gestures, signs or postures with hidden imputation against or misbehaviour with any officer, employee, student, patient, patients attendants, visitor or guest within the premises of the Academy or the establishment or the Hospital;
- (lxxv) Disfiguring or damaging the establishment / hospital and quarters premises including entrances, walls, equipments, fittings, fixtures, furniture, and furnishings;
- (lxxvi) Invasion of privacy of the patient, divulging any information regarding patient, their conditions or such other matters which may come to an employee's knowledge during the course of his/her duty/employment in the hospital/establishment/ Academy;
- (lxxvii) Carrying outside the establishment / hospital premises books, equipment, apparatus, documents, and any other property of the establishment / hospital or relating to the affairs of the establishment / hospital/ Academy, unless authorized in writing by the Management;
- (lxxviii) Overstaying in the quarters of the Academy and or allowing guests or unauthorized persons to stay in the quarters allotted to an employee;
- (lxxix) Not paying rents/money for occupying the quarters provided by the Institution;
- (lxxx) Procuring wrong medicines from the pharmacy or administering wrong treatment, or omission to administer proper treatment to the patients at an appropriate time in the hospital of the Academy;

- (lxxxix) Rendering the medicines unusable by opening or in any way;
- (lxxxii) Using medicines or other materials meant for the customers or patients for personal purposes or using the Academy facilities un-authorizedly for personal gains; or
- (lxxxiii) Any misconduct mentioned above committed in or in connection with the work of the establishment whether the misconduct committed is within / outside on the premises of the Academy and hospital.

55 SUSPENSION:

- 55.1 The management shall have the right to place under suspension pending disciplinary proceedings, an employee who is alleged to have committed any one or more acts of the above misconducts.
- 55.2 An employee of the Academy who is detained in police custody whether on a criminal charge or otherwise for a period exceeding 48 hours shall be deemed to have been kept under suspension with effect from the date of detention by an order of the Management or any other officer empowered in this behalf and shall remain under suspension until further orders of revoking or continuing the order of suspension.
- 55.3 Any employee may be suspended even before the issue of charge sheet when the competent authority is of the opinion that the continuance of the delinquent employee in service will jeopardize the fair conduct of the enquiry against him and the said suspension shall be effective till it is revoked by an order of the competent authority. The suspension made shall cease to have effect, in case the employee is dismissed, discharged or otherwise terminated from service. It shall also cease to have

effect, in case the employee himself chooses to abandon his/her employment by either voluntarily resigning or retiring or voluntarily abandoning service or the Management terminates his/her service for any other reasons. Such an employee is entitled for payment of subsistence allowance.

56 PAYMENT OF SUBSISTENCE ALLOWANCE:

56.1 Where any employee is suspended by the authority pending enquiry into complaints or charges of misconduct against him/her, the management shall pay to such employee subsistence allowance.

(a) @ 50% of the salary which the employee was entitled to immediately preceding the date of such suspension for the first six months of suspension; or

(b) @ 75% of such salary for the remaining period of suspension if the delay in the completion of the disciplinary proceedings against such employee is not directly attributable to the conduct of such employee; or

(c) If the delay in conducting and completing the enquiry is attributable to the employee in any way, his subsistence allowance shall continue to be @ 50% of his/her salary which he/she was drawing immediately preceding the date of suspension.

56.2 Where disciplinary enquiry is contemplated or is pending or where criminal proceedings against an employee in respect of any offence is under investigation or trial and the management is satisfied that it is necessary or desirable to place the employee under suspension, it may by an order in writing keep him/her

under suspension with effect from such date as may be specified in the order.

- 56.3 During the period of suspension, the employee shall mark his/her attendance at the security gate, receive any communication from the Management and handover his/her reply / letter if any to the Management. He/she shall not leave the place of employment without the permission of the department head concerned or any one authorized on his/her behalf.

57 PROCEDURE FOR HOLDING AN ENQUIRY:

- 57.1 An employee charged with misconduct may be suspended from work pending enquiry into the charges alleged against him/her. All orders of imposing one or more penalties including order of suspension shall be in writing and signed by the competent authority or any other officer authorized in this behalf by the management and shall be made available to the employee concerned, if personally present or put up on the notice board if absent. In case of his/her absence or his/her refusal to accept the said order, the same may be sent through registered post acknowledgement due/courier/email.

- 57.2 An employee in respect of whose misconduct an enquiry is to be held, shall be given a charge sheet clearly setting forth the circumstances leading to the charges against him/her and calling upon him/her to explain the charges of misconduct against him/her and to show cause as to why disciplinary action should not be initiated against him/her. He/she shall be given a time of 10 days to furnish his explanation in reply to the charges against him/her either specifically admitting or denying the charges along with the documentary proof if any in his/her defense. On

receipt of the explanation, the Management shall consider the same dispassionately with fair mindedness. If it is found that the explanation is satisfactory, the Management may drop further proceedings. If the explanation is found to be not satisfactory or if the employee fails to submit his/her explanation within the stipulated time, the competent authority may appoint an enquiry officer to enquire into the charges against him/her and a presenting officer to represent the Management and present and conduct the case of the Management before the enquiry officer. The Management reserves the right to appoint any person, including an outsider as the enquiry officer to conduct the enquiry and its decision thereon shall be final.

- 57.3 At the enquiry, the management shall be at liberty to examine witnesses and adduce evidences on its behalf and the employee shall be permitted to cross-examine the witnesses examined on behalf of the management and also to examine witnesses and adduce evidence in his/her defence. The witnesses examined by the employee in his/her defence are liable to be cross examined by the management.
- 57.4 The employee shall also be permitted, if he so desires to take assistance of a co-employee (not under suspension and not involved in lock out, lay off or strike) working in the establishment / of the Academy to assist him/her at the enquiry. An outsider shall not be allowed to represent an employee in the enquiry.
- 57.5 After due notice, if the employee refuses or fails to attend or participate in the enquiry, it may be conducted in his/her absence and an order to that effect shall be recorded in the

proceedings / order sheet. The enquiry may be conducted on the basis of the available evidence and material.

57.6 The evidence led on either side shall be recorded and the documents produced, if any by both the sides shall be marked as exhibits. Both the parties shall be permitted to cross examine the witnesses examined on behalf of the opposite party. Both the parties shall be permitted to address arguments either written or oral in their defense. The proceedings shall be furnished to the presenting officer and delinquent employee. The enquiry and the proceedings thereon shall be conducted in Kannada/English complying with the principles of natural justice affording a reasonable opportunity of being heard to the employee to defend himself/herself.

57.7 On conclusion of the enquiry, the enquiry officer shall submit his/her report and findings of the enquiry to the management. If the employee has been found guilty of any or all the charges of misconduct alleged against him/her, the management shall furnish a copy of the report to the delinquent employee for his/her remarks there-on and shall pass an order of punishment considering the gravity of the charges proved and the remarks of the delinquent employee on the enquiry report. While awarding penalty, this may also take into account the previous record of an employee and any other extenuating or aggravating circumstances that may exist. A copy of such order passed by the Management shall be served on the delinquent employee concerned.

57.8 If an order of dismissal is passed against the employee, he/she shall not be entitled to any terminal benefits which he would

have been eligible otherwise and shall not be eligible to take up any future employment either in the Academy or its constituent units. However, if an order of termination / removal from service is passed, the delinquent employee shall not incur any such forfeiture of the benefits or disqualification.

57.9 If on conclusion of the enquiry, the employee has been found to be not guilty of the charges framed against him/her, he/she shall be deemed to have been on duty during the period of suspension and shall be entitled to the same salary as he/she would have received, as if he/she had not been placed under suspension after deducting the subsistence allowance paid to him/her for such period.

58 PENALTIES:

An employee found guilty of the acts of commission or omission detailed as misconduct under rule 54 shall be liable to be punished with any of the following penalties:

58.1 Minor Penalties:

- (1) Censure;
- (2) Fine;
- (3) Withholding and /or deferment of increment without cumulative effect;
- (4) Withholding of Promotion;
- (5) Recovery from pay of the whole or part of any pecuniary loss caused by negligence or breach of trust or breach of rules;

- (6) Reduction to a lower stage in the time scale of pay for a period with specific direction as to whether or not the employee will earn increments during the period of sustenance of the penalty.

58.2 Major Penalties:

- (1) Reduction to a lower time scale of pay, grade, post or service with or without further directions regarding,
 - (a) seniority and pay in the scale of pay, grade, post or service to which the employee is reduced.
 - (b) conditions of restoration to the scale of pay, grade or post or service from which he/she was reduced and his/her seniority and pay on such restoration to that scale of pay, grade, post, service;
- (2) Compulsory Retirement;
- (3) Termination / Removal from service which shall not be a disqualification for future employment;
- (4) Dismissal from service which shall be a disqualification for future employment.

Provided that no penalty other than those specified in clauses (2) (3) & (4) of Rule 58.2 shall be imposed for an established charge of corruption / misappropriation / fraud.

- 58.3 Notwithstanding anything contained in the above rules, the Management shall have the right to dismiss without enquiry an employee who has been convicted by the Court of Law for an offence involving moral turpitude or sexual harassment.

59 DISCIPLINARY AUTHORITY:

- (1) The Board of Management or any authority authorized in this behalf by the board shall be competent to impose any of the penalties specified in Rule number 58 on any employee as per the delegation of powers made by it. The board shall also notify the disciplinary authority cadre wise and the penalties that such an authority may impose.
- (2) The imposition of the penalties on the employees cadre wise and the authority competent to impose such penalties shall be as specified in the annexure.
- (3) Without prejudice to the provision of clause (1) & (2), the Vice-Chancellor may impose any of the minor penalties specified in rule 58.1 and any of the major penalties specified in rule number 58.2 for the teaching staff. For the non-teaching staff, Registrar is the Authority to impose penalties.
- (4) A disciplinary authority competent to impose any of the minor penalties may institute disciplinary proceedings against any employee for the imposition of any of the major penalties notwithstanding that such disciplinary authority is not competent to impose any of such penalties

60 APPELLATE AUTHORITY:

- (1) The vice chancellor shall be the appellate authority against the penalties imposed by the Registrar or any other authority notified by the Board. The Board of Management shall be the appellate authority against the penalties imposed by the Vice-Chancellor.

CHAPTER – V
HOLIDAYS AND LEAVE RULES

61 HOLIDAYS APPLICABLE TO THE EMPLOYEES OF ACADEMY:

- 61.1 The Management shall have power to declare holidays to be observed in a calendar year before the close of the preceding calendar year. However, the Management reserves the right to change, alter or cancel any of the declared holidays under exceptional circumstances.
- 61.2 The management reserves the right to declare any holiday without any previous intimation to the employees without affecting the quantum of declared holidays unless it is a substituted holiday.
- 61.3 Every employee may be required to work on a weekly off or other holiday depending upon the nature and exigencies of work (the decision of the management i.e Vice-Chancellor, Registrar, Principal, or Director etc., being final and conclusive on the point) and the employee so required shall have a substituted holiday or monetary compensation in lieu thereof.
- 61.4 The above mentioned holidays along with the change effected from time to time shall be pasted on the notice board of the Academy from time to time. The pastings on the notice board as mentioned above shall be considered to be sufficient notice to all the employees.
- 61.5 If the festival holidays fall during the period of strike or lockout, the employees shall not be entitled to the benefits of the festival holidays.
- 61.6 Every employee shall be allowed one holiday per week, to be known as "off day" without deduction of wages / salary.

61.7 Contents of the sub-clause 61.6 & 61.7 notwithstanding, an employee may be required by the management to work on a holiday. However he will be entitled to a substitute holiday which may be availed by him subsequently with prior approval.

62 LEAVE PROVISIONS:

THE FOLLOWING KINDS OF LEAVE WOULD BE ADMISSIBLE TO PERMANENT EMPLOYEES OF THE ACADEMY

- (i) Leave treated as duty, *viz.* duty leave, casual leave, half day casual leave and special casual leave;
- (ii) Leave earned by duty, *viz.* earned leave and commuted leave;
- (iii) Leave not earned by duty, *viz.* extraordinary leave;
- (iv) Leave for academic pursuits, *viz.* study leave and sabbatical leave;
- (v) Leave on grounds of health, *viz.*, maternity leave and paternity leave.

The Board of Management may grant, in *exceptional cases*, for the reasons to be recorded, any other kind of leave, subject to such terms and conditions as it may deem fit to impose.

I. Leave treated as duty, *viz.* Casual Leave, Half day Casual Leave, Special Casual Leave, and Duty Leave;

DUTY LEAVE:

Duty Leave may be granted for the following purposes:

- (a) Attending Orientation Programme, Refresher Course, Research Methodology Workshop, Faculty Induction Programme, Conference, Congresses, Symposia and Seminar, as a delegate nominated by the university;
- (i) Delivering lectures in institutions and universities at the invitation of such institutions or universities received by the university, and

accepted by the Vice-Chancellor of the Academy/Principal of the College;

- (ii) Working in another indian or foreign university, any other agency, institution or organisation, when so deputed by the university/College;
 - (iii) Participating in a delegation or working on a committee appointed by the Central Government, State Government, the UGC, a sister university or any other similar academic body; and
 - (iv) For performing any other duty assigned to him/her by the university/college.
- (b) The duration of leave should be such as may be considered necessary by the sanctioning authority on each occasion.
 - (c) The leave may be granted on full pay, provided, that if the employee receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he/she may be sanctioned duty leave on reduced pay and allowances.
 - (d) Duty leave may be combined with earned leave, extraordinary leave, or Casual leave.
 - (e) Duty Leave should also be granted for attending meetings in the University Grants Commission, Department of Science and Technology, etc. where a teacher is invited to share his/her expertise with an academic body, government agency or Non-Government Organisation.

CASUAL LEAVE

- (i) The total Casual Leave granted to an employee shall not exceed 12 days (including half day Casual Leave) in an academic year.
- (ii) Casual Leave cannot be combined with any other kind of leave except Special Casual Leave. However, such Casual Leave may be combined with holidays including Sundays. Holidays or Sundays falling within the period of casual leave shall not be counted as casual leave.
- (iii) Maximum Casual Leave to be sanctioned at a time is 5 days including holidays but it should not exceed more than 7 days.

HALF DAY CASUAL LEAVE

Will be upto 4 hours duration for example 8.30 AM to 12.30 PM in the forenoon and 12.30 PM to 4.30 PM in the afternoon. It will be strictly monitored by biometric attendance.

SPECIAL CASUAL LEAVE

- (i) Special Casual Leave, not exceeding 15 days in an academic year, may be granted to an employee:
 - (a) To conduct examination of a university/Public Service Commission/Board of Examination or any other similar body/institution; and
 - (b) To inspect academic institutions attached to a statutory board.
- (ii) In computing the 15 days' leave admissible, the days of actual journey, if any, to and from the places where activities specified above, take place, will be included.
- (iii) In addition, special casual leave to the extent mentioned below, may also be granted;
 - (a) To undergo sterilization operation (vasectomy or salpingectomy) under family welfare programme. Leave in this case shall be restricted to six working days; and
 - (b) To a female employee who undergoes non-puerperal sterilization. Leave in this case shall be restricted to 14 days.
- (iv) The special casual leave shall not accumulate, nor can it be combined with any other kind of leave except the casual leave. It may be granted in combination with holidays by the sanctioning authority on each occasion.
- (v) Application in the prescribed form shall be made to the appropriate authority through proper channel at least 15 days in advance.

(i) Leave earned by duty, viz. Earned leave and commuted leave;

EARNED LEAVE :

- (i) Earned Leave becomes due only on completion of a satisfactory service of 12 months. Earned leave accrued in a year will be credited at the beginning of the next calendar year.
- (ii) Earned leave admissible to an employee shall be in a calendar year - 23 days.
- (iii) An employee wishing to avail Earned Leave shall apply for the same for a minimum period of 5 days at a time in a year.
- (iv) Application in the prescribed form shall be made to the appropriate authority through proper channel at least 15 days in advance.

- (v) Earned leave at the credit of an employee shall not be accumulated beyond 180 days.
- (vi) The maximum period of Earned Leave that may be sanctioned to an employee at a time shall not exceed 120 days. Earned leave exceeding 120 days may, however, be sanctioned in the case of higher study, or training, or leave with Medical certificate or when the entire leave, or a portion thereof, is spent outside India.
- (vii) In case, where only a portion of the leave is spent outside India, the grant of leave in excess of 120 days shall be subject to the condition that the portion of the leave spent in India shall not, in the aggregate, exceed 120 days.
- (viii) The **encashment of earned leave** shall be regulated on the basis of the last pay drawn which includes basic pay and dearness allowance.
 $(\text{Basic pay} + \text{DA}) \times \text{No. of days of unutilized Earned Leave at credit}$

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- (ix) For leave encashment, HRA is not taken into account.
- (x) The leave to be encashed under this rule would be Earned Leave only and not any other kind of leave.
- (xi) EL may be taken at a time up to 180 days as leave preparatory to retirement during the last six months before the date of retirement.

ON DISMISSAL OR REMOVAL:

- (xii) The encashment of leave will not be admissible on dismissal or removal from service of an employee.

ON RETRENCHMENT:

- (xiii) The employee shall be paid accrued Earned Leave Salary (Basic plus D.A.) due to him.

ON RETIREMENT:

- (xiv) Where an employee retires on attaining the age of retirement under the terms and conditions governing his/her service, the authority competent to grant leave shall suo moto grant cash equivalent of leave Salary (Basic plus D.A.) for Earned Leave, if any, at the credit of the employee as on the date of his/her retirement subject to a maximum of 180 days.

ON DEATH:

- (xv) The leave Salary (Basic plus D.A.) in respect of Earned Leave standing to the credit shall be paid to the nominee(s) declared for receiving the Provident Fund and Gratuity or in the absence of nominee to his legal heir(s).

It may be clarified:

1. When an employee combines vacation with earned leave, the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.
2. In case where only a portion of the leave is spent outside India, the grant of leave in excess of 120 days shall be subject to the condition that the portion of the leave spent in India shall not, in the aggregate, exceed 120 days.
3. Encashment of Earned Leave shall be allowed to members of the teaching staff and Non teaching staff as per the policy of The Academy.

COMMUTED LEAVE :

- (i) The Earned Leave accrued by an employee above 180 days will be credited as Commuted Leave. Commuted leave can be accrued to maximum of 240 days in the whole career of the employee.
- (ii) Employee can avail the accrued Commuted Leave after utilizing all other leave in credit. There is no provision for an employee if his / her Earned Leave is exhausted and has fallen sick. Commuted Leave will be granted to a permanent employee on the basis of Medical Certificate from a registered medical practitioner.
- (iii) The total duration of Earned Leave and Commuted Leave taken in conjunction shall not exceed 240 days, at a time.
- (iv) Terminal encashment of Commuted Leave is not permitted.

(III) Leave not earned by duty, viz. Extraordinary leave

EXTRAORDINARY LEAVE :

- (i) A permanent employee may be granted extraordinary leave when:
 - (a) No other leave is admissible; or
 - (b) Other leave is admissible and the employee applies in writing for the grant of extraordinary leave.
- (ii) The extraordinary leave shall always be without pay and allowances. It shall not count for an increment except in the following cases:
 - (a) Leave taken on the basis of medical certificates;
 - (b) Cases where the Vice-Chancellor is satisfied that the leave was taken due to causes beyond the control of the employee, such as inability to join or rejoin duty due to civil commotion or a natural calamity, and the employee has no other kind of leave to

- his credit;
- (iii) Extraordinary leave may be combined with any other leave except the casual leave and special casual leave, provided that the total period of continuous absence from duty on leave (including periods of vacation when such vacation is taken in conjunction with leave) shall not exceed six months, except in cases where the leave is taken on medical certificate. The total period of absence from duty shall in no case, exceed two years in the entire service period of the individual.
 - (iv) The authority empowered to grant leave may commute retrospectively the periods of absence without the leave into extraordinary leave.

IV. Leave for academic pursuits, viz. Study Leave and Sabbatical Leave

For scrutiny of applications for recommendation of the leave for Academic pursuit a Academic Leave Authorization committee of the following members will be formed :

1. Registrar
2. Head of Human Resource Management
3. Deputy Registrar
4. Principal
5. Medical Suprintendent

STUDY LEAVE:

- i. The scheme of Study Leave provides an opportunity to avail of scholarships/fellowships awarded to the faculty who wish to acquire new knowledge and to improve analytical skills. When a teacher is awarded a scholarship or stipend (by whatever nomenclature called), for pursuing further studies, leading to a Ph.D./Post- doctoral qualification or for undertaking a research project in a higher education institution abroad, the amount of the scholarship/fellowship shall not be linked to the recipient 's pay/Salary (Basic plus D.A.) paid to him/her by his /her parent

institution. The awardee shall be paid Salary (Basic plus D.A.) for the entire duration of fellowship/scholarship, provided, that he/she does not take up any other remunerative jobs, like teaching, in the host country.

- ii. A teacher on Study Leave shall not take up, during the period of that leave, any regular or part-time appointment under an organisation in India or abroad. He/she may, however, be allowed to accept a fellowship or a research scholarship or an ad-hoc teaching and research assignment with an honorarium or any other form of assistance, other than the regular employment in an institution either in India or abroad, provided, that the Board of Management of the Academy may, if it so desires, sanction study leave on reduced pay and allowances to the extent of any receipt in this regard, in-lieu of teaching etc., which may be determined by his/her employer.
- iii. The study leave shall be granted to an entry-level appointee as Assistant Professor/Assistant Librarian/Assistant Director of Physical Education and Sport/College DPE&S (other than as Associate Professor or Professor of a University/College/Institution, who is otherwise eligible for sabbatical leave) after a minimum of three years of continuous service, to pursue a special line of study or research directly related to his/her work in the University/College/ Institution or to make a special study of the various aspects of University organisation and methods of education, giving full plan of the work.
- iv. The study leave shall be granted by the Board of Management on recommendation of the Academic Leave authorization committee. The leave shall not be granted for more than three years in one spell, save in exceptional cases, in which the Board of Management is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the University/College/Institution.
- v. The study leave shall not be granted to a teacher who is due to retire within five years of the date on which he/she is expected to return to duty after the expiry of study leave.

- vi. The study leave shall be granted not more than twice during one's entire career. However, the maximum period of study leave admissible during the entire service shall not exceed five years.
- vii. The study leave may be granted more than once, provided, that not less than five years have elapsed after the teacher/returned to duty on completion of the earlier spell of study leave. For subsequent spell of study leave, the teacher shall indicate the work done during the period of earlier leave as also give details of work to be done during the proposed spell of study leave.
- viii. No teacher who has been granted study leave shall be permitted to alter substantially the course of study or the programme of research without the permission of the Board of Management, in the event the course of study falls short of study leave sanctioned, the teacher shall resume duty on the conclusion of the course of study unless the previous approval of the Board of Management to treat the period of short-fall as Extra-Ordinary leave has been obtained.
- ix. Subject to the maximum period of absence from duty, on leave not exceeding three years, the study leave may be combined with the earned leave, extra-ordinary leave of vacation provided that the earned leave at the credit of the teacher shall be availed of at the discretion of the teacher. When the study leave is taken in continuation of vacation, the period of study leave shall be deemed to begin to run on the expiry of the vacation. A teacher, who is selected to a higher post during the study leave, shall be placed in that position and shall get the higher scale only after joining the post.
- x. The period of study leave shall count as service for purpose of the retirement benefits (pension/contributory provident fund), provided that the teacher rejoins the University/College/Institution on the expiry of his/her study leave, and serve the institution for the period for which the Bond has been executed.
- xi. The study leave granted to a teacher shall be deemed to have been cancelled in case it is not availed of within 12 months of its sanction, provided, that where the study leave granted has been so cancelled. The teacher may apply again for such leave.

- xii. A teacher availing himself/herself of the study leave, shall undertake that he/she shall serve the University/College/Institution for a continuous period of twice the number of years of study leave availed to be calculated from the date of his/her resuming duty on the expiry of the study leave.
- xiii. A teacher -who is unable to complete his/her studies within the period of study leave granted to him/her or
1. who fails to rejoin the services of the University on the expiry of his/her study leave or
 2. who rejoins the service of the university but leaves the service without completing the prescribed period of service after rejoining the service
or
 3. who, within the said period, is dismissed or removed from the service by the University shall be liable to refund, to the University/College/Institution, twice the amount of the leave Salary (Basic plus D.A.) and allowances and other expenses, incurred on the teacher or paid to him/her or on his/her behalf in connection with the course of study.
- xiv. Earned leave during this period shall be treated as void as the employee had not served the Academy during the period of Study leave.

Explanation:

- i. If a teacher asks for extension of the study leave and is not granted the extension but does not rejoin duty on the expiry of the leave originally sanctioned, he/she shall be deemed to have failed to rejoin the service on the expiry of his/her leave for the purpose of recovery of dues under these Regulations.
- ii. After the leave has been sanctioned, the teacher shall, before availing himself/herself of the leave, execute a bond in favour of the University/College/Institution, binding himself/herself for the due fulfillment of the conditions laid down in paragraph (x) to (xiii) above and give security of immovable property to the satisfaction of the Finance Officer/Treasurer or a fidelity bond of an insurance company or a guarantee by a scheduled bank or furnish security of two permanent teachers for the amount which might become refundable to the University/College/Institutions

in accordance with paragraph (x) to (xiii) above.

- iii. The teacher on study leave shall submit to the Registrar/Principal of his/her parent University/College/Institution six-monthly reports of progress in his/her studies from his/her supervisor or the Head of the institution. Such report shall reach the Registrar/Principal within one month of the expiry of every six months of the period of the study leave. If the report does not reach the Registrar/Principal within the specified time, the payment of leave Salary (Basic plus D.A.) may be deferred till the receipt of such report.
- iv. The teacher on leave shall submit a comprehensive report on the completion of the study leave period. A copy of the research document/monograph/academic paper produced during the period of the study leave shall be put in the public domain, preferably on the website of the University/College/Institution.
- v. With a view to enhancing the knowledge and skills of the faculty members, especially the junior faculty, at the level of Assistant Professor, the Heads of universities/Colleges/Institutions and their subordinate Departments are enjoined to be generous in the award of study leave in the interest of faculty improvement, thereby impacting the academic standards of the University/College/Institution in the long run.

SABBATICAL LEAVE :

- i) The permanent, whole-time teachers of the university and colleges who have completed seven years' of service as a Reader/Associate Professor or a Professor may be granted sabbatical leave to undertake study or research or any other academic pursuit solely for the object of increasing their proficiency and usefulness to the university and higher education system. The duration of leave shall not exceed one year, at a time, and two years in the entire career of the teacher.
- ii) A teacher, who has availed himself/herself of study leave, would not be entitled to the sabbatical leave, until after the expiry of five years from the date of the teacher 's return from previous study leave or any other kind of training programme of duration of one year or more.
- iii) A teacher shall, during the period of sabbatical leave, be paid

Salary (Basic plus D.A.) and allowances (subject to the prescribed conditions being fulfilled) at the rates applicable to him/her immediately prior to his/her proceeding on sabbatical leave.

- iv) A teacher on sabbatical leave shall not take up, during the period of that leave, any regular appointment under another organisation in India or abroad. He/she may, however, be allowed to accept a fellowship or a research scholarship or ad hoc teaching and research assignment with honorarium or any other form of assistance, other than the regular employment in an institution of advanced studies, provided that in such cases the Board of Management may, if it so desires, sanction the sabbatical leave on reduced pay and allowances.
- v) During the period of sabbatical leave, the teacher shall be allowed to draw the increment on the due date. The period of leave shall also count as service for purposes of pension/contributory provident fund, *provided* that the teacher rejoins the university on the expiry of his/her leave.
- vi) A teacher availing himself/herself of the sabbatical leave, shall undertake that he/she shall serve the University/College/Institution for a continuous period of twice the number of years of sabbatical leave availed to be calculated from the date of his/her resuming duty on the expiry of the study leave.
- vii) A teacher -who is unable to complete his/her studies within the period of sabbatical leave granted to him/her or
 - who fails to rejoin the services of the University on the expiry of his/her sabbatical leave or
 - who rejoins the service of the university but leaves the service without completing the prescribed period of service after rejoining the serviceor
 - who, within the said period, is dismissed or removed from the service by the University shall be liable to refund, to the University/College/Institution, twice the amount of the leave Salary (Basic plus D.A.) and allowances and other expenses, incurred on the teacher or paid to him/her or on his/her behalf in

connection with the course of study.

- viii) The period of sabbatical leave shall count as service for purpose of the retirement benefits (pension/contributory provident fund), provided that the teacher rejoins the University/College/Institution on the expiry of his/her sabbatical leave, and serve the institution for the period for which the Bond has been executed.
- ix) The sabbatical leave granted to a teacher shall be deemed to have been cancelled in case it is not availed of within 12 months of its sanction, provided, that where the sabbatical leave granted has been so cancelled. The teacher may apply again for such leave.

Explanation:

- vi. If a teacher asks for extension of the study leave and is not granted the extension but does not rejoin duty on the expiry of the leave originally sanctioned, he/she shall be deemed to have failed to rejoin the service on the expiry of his/her leave for the purpose of recovery of dues under these Regulations.
- vii. After the leave has been sanctioned, the teacher shall, before availing himself/herself of the leave, execute a bond in favour of the University/College/Institution, binding himself/herself for the due fulfillment of the conditions laid down in paragraph (vi) to (ix) above and give security of immovable property to the satisfaction of the Finance Officer/Treasurer or a fidelity bond of an insurance company or a guarantee by a scheduled bank or furnish security of two permanent teachers for the amount which might become refundable to the University/College/Institutions in accordance with paragraph (vi) to (ix) above.
- viii. The teacher on study leave shall submit to the Registrar/Principal of his/her parent University/College/Institution six-monthly reports of progress in his/her studies from his/her supervisor or the Head of the institution. Such report shall reach the Registrar/Principal within one month of the expiry of every six months of the period of the

study leave. If the report does not reach the Registrar/Principal within the specified time, the payment of leave Salary (Basic plus D.A.) may be deferred till the receipt of such report.

- ix. The teacher on leave shall submit a comprehensive report on the completion of the study leave period. A copy of the research document/monograph/academic paper produced during the period of the study leave shall be put in the public domain, preferably on the website of the University/College/Institution.
- x. With a view to enhancing the knowledge and skills of the faculty members, especially the junior faculty, at the level of Assistant Professor, the Heads of universities/Colleges/Institutions and their subordinate Departments are enjoined to be generous in the award of study leave in the interest of faculty improvement, thereby impacting the academic standards of the University/College/Institution in the long run.
- x) Earned leave during this period shall be treated as void as the employee had not served the Academy during the period of Sabbatical leave.

V. Leave on grounds of health, viz., maternity leave and quarantine leave.

MATERNITY LEAVE:

- i) The duration of paid maternity leave available for women employees shall be 26 weeks. This benefit could be availed by women for a period extending up to a maximum of 8 weeks before the expected delivery date and the remaining time can be availed post childbirth. For women who are having 2 or more surviving children, the duration of paid maternity leave shall be 12 weeks (i.e., 6 weeks pre and 6 weeks post expected date of delivery).
- ii) In case of a miscarriage or medical termination of pregnancy, a woman employee, on production of prescribed proof as may be necessary, be entitled to leave with pay for a period of six weeks immediately following the day of miscarriage or medical termination of

pregnancy.

- iii) In case of tubectomy operation a woman shall on production of such proof as may be prescribed, be entitled to leave with wages as Maternity benefit for a period of two weeks.
- iv) If a woman entitled to Maternity benefit, dies before receiving such maternity benefit, the management shall pay such benefit or amount to the nominated person nominated by the woman and in case there is no nominee, to her legal representative.
- v) In case of illness after delivery, miscarriage, medical termination of pregnancy or tubectomy, a woman can claim a leave with wages for a further period of one month, over and above what is allowed.

PATERNITY LEAVE:

Paternity leave of 15 days may be granted to male employees during the confinement of their wife, and such leave shall be granted only up to two children.

VI. LEAVE FOR EMPLOYEES ON FIXED TERM CONTRACT (FTC):

An employee on fixed term contract shall be entitled only for the following leaves.

Casual leave at the rate of one day for every month's duty.

Commutated Leave after one year of service on the basis of Medical Certificate from a registered medical practitioner at the rate of maximum 10 days per year.

Special Casual Leave, not exceeding 15 days in a calendar year, may be granted to an employee:

- Such an employee on Fixed Term Contract needs necessarily to avail this leave before the expiry of his/her contract period and there is no carry over if he/she is given further extension
- Encashment of un-availed leave is not permitted.

VII. **LEAVE FOR TEMPORARY EMPLOYEES:**

Temporary employees in their first year of their service can avail casual leave at the rate of one day for every month of service.

In the next subsequent year they can avail 12 days of casual leave.

VIII. **LEAVE FOR EMPLOYEES ON POST RETIREMENT ENGAGEMENT:**

Any employee appointed as per the terms of post retirement engagement policy of the Academy is entitled for the following leave during the tenure.

Casual Leave – 12 days per year.

Commuted Leave after one year of service on the basis of Medical certificate from a registered medical practitioner at the rate of maximum 10 days per year

Special Casual Leave, not exceeding 15 days in an academic year, may be granted to an employee:

- 12 days of his/her leave shall be credited at the beginning of the contract period. However, in case of termination of contract due to any reasons, the Salary (Basic plus D.A.) for the excess leave availed if any may be recovered.

- Encashment of un-availed leave is not permitted.

IX. MISCELLANEOUS – LEAVE PROVISION

No leave other than casual leave shall be granted to an employee who has given notice of resignation during the notice period.

The following general principles shall govern the grant of leave to the employees:-

- 62.1 No leave can be claimed as a matter of right, leave may be granted after considering the exigencies of work/service. The leave sanctioning authority has the discretion to revise, curtail or revoke the sanction of leave at any time according to the requirement of work.
- 61.2 Except in an emergency, leave must be applied for through proper channel in the prescribed form at least 5 days in advance.
- 62.3 Except where otherwise provided for, leave can be availed only after it has been sanctioned by a competent authority.
- 62.4 Leave (Maternity Leave, Leave without pay etc.) shall be granted in accordance with the leave rules of the Academy as applicable at that time.
- 62.5 Depending upon the exigencies of service, the competent authority, may
 - (a) refuse, postpone, revoke or reduce leave of any description,
 - (b) recall any member of staff from leave before it is wholly availed, which shall not be refused by him/her

- (c) permit an employee, if he/she so requests, to rejoin duty before the expiry of the leave period,
- 62.6 An employee shall not take up or accept any employment with or without remuneration during the period of leave.
- 62.7 Except in the case of casual leave, it shall be obligatory for every employee to furnish, to the leave sanctioning authority, the address during the period of leave with telephone number if any before proceeding on leave.
- 62.8 If an employee who is on leave, seeks extension thereof, he shall make an application in writing to the competent authority giving reasons. Such application shall be made sufficiently in advance so as to enable the office to process the application and communicate the decision to the employee before the expiry of the already sanctioned leave.
- 62.9 No leave or extension of leave shall be deemed to have been granted or extended unless it is sanctioned and communicated to the employee concerned.
- 62.10 Over-stay of the sanctioned leave shall be treated as leave without pay and shall constitute break in service. However, before taking this action, the competent authority shall satisfy itself that sufficient reason did not exist that prevented the employee from obtaining prior sanction.
- 62.11 The employees applying for leave on medical grounds shall produce medical certificate from a doctor who is on the rolls of one of the hospitals of the Academy. Exceptions may be made where the competent authority is satisfied that the employee

was not in a position to get examined / treated by a doctor of the hospitals of the Academy.

62.12 The medical certificate issued by a private doctor may be subject to scrutiny by a medical board specially constituted for the purpose.

62.13 In such an event, leave shall be granted only if it is approved by the medical Board.

62.14 The medical board is empowered to make appropriate enquiries and medical examination of the employees before giving its recommendations. The decision of the medical board shall be final.

62.15 An employee not submitting himself for medical examination shall be liable for disciplinary action.

62.16 An employee on leave on medical grounds shall produce a medical certificate of fitness while reporting for duty. The Management may also refer him/her to appear before the medical board constituted by it.

62.17 The employees are entitled to the following types of leave.

71 MISCELLANEOUS – LEAVE PROVISION

71.1 No leave other than casual leave shall be granted to an employee who has given notice of resignation which is under consideration.

71.2 An employee who has been given notice of termination of his services by the management may be permitted to avail whatever leave he is entitled to, subject to the condition that such leave shall be restricted to the period of notice less one day and the

employee shall be on duty on last day of the notice of termination.

- 71.3 Where a weekly holiday or an authorized holiday immediately follows the period of leave on loss of pay or unauthorized absence, such weekly holiday or authorized holiday shall be included in the period of the leave on loss of pay or unauthorized absence and shall not be entitled to pay and allowances.

CHAPTER VI

MISCELLANEOUS

72 ALTERNATE WORK:

- 72.1 Depending upon the exigencies of work, every employee, wherever he is employed, shall also do any other kind of work other than his/her usual job when asked to do so by his/her superior or head of department, any other officer of the Academy placed above him/her, when situations arise due to insufficient work in his/her respective department or for any other reasons. Refusal to obey reasonable and lawful orders of the above nature shall be construed as misconduct under these rules.

- 72.2 When an employee is called upon to perform any other kind of work other than his/her usual work, he/she shall not refuse to do such job or such other job on ground of dignity. All work of whatever nature done in the establishment shall be considered to be dignified.

73 DEDUCTIONS FROM THE SALARY:

73.1 The competent authority shall be entitled to have a right to deduct from the salary of an employee shall be made in respect of:

- (a) any fine levied for misconduct;
- (b) the damage or loss caused to the Academy by negligence attributed to his/her neglect or default;
- (c) the amenities or services provided by the Academy;
- (d) the advances/loans granted to the employees; and
- (e) the installment of loans along with interest taken by the employee from the financing bank or credit agency with the prior approval of the management.

73.2 If ten or more employees acting in concert, absent themselves without reasonable cause, the management shall have the right to deduct from the salary of each of such employee an amount equal to the salary of eight days for each day of such concerted absence.

74 COMPLAINTS AND GRIEVANCES:

74.1 Any employee desirous of getting redressal of any of his/her grievances arising out of his/her employment or relating to the unfair treatment or wrongful exaction on the part of a superior shall submit a complaint in writing to any officer appointed by the Competent Authority in this behalf.

74.2 The HOD/Head of Units or any such officer authorized by the management shall personally investigate the complaint after due

notice to the complainant at such time and such place as he/she may decide.

75 SERVICE OF NOTICE:

75.1 Every employee shall be bound to receive any notice or communication which the management may seek to serve upon him/her. Refusal to receive any notice or communication shall be treated as a misconduct under these rules.

75.2 If any employee refuses to receive any notice or communication, an endorsement to that effect shall be made by the person who serves the notice, with the particulars of date and time of refusal together with his/her signature thereunder and the signature of the witnesses present / and a copy of the said notice shall be put up and displayed on the notice board. Thereafter, it shall be deemed to have been served on the employee.

75.3 A notice may be served through registered post acknowledgement due/courier/email to the last available address of the employee in his/her personal records. Any notice sent by registered post/courier/email to the address furnished by him/her shall be deemed to be sufficient service even if the same is returned with endorsement 'refused', refused to accept;', 'party left', 'party not available during service hours', 'party left without instructions', 'no such person available at the address', etc.,

75.4 In such cases of refusal to accept a communication when tendered, the management shall at its discretion either exhibit the communication on the notice board in the department in which he/she was working or post it to the employee with acknowledgement due and /or through a courier / email service

to the last known address of the employee available in the records of the Academy.

76 DISPLAY OF NOTICE:

76.1 Any notice, order, charge sheet, communication or intimation which is personal i.e., meant for an individual employee and shall be given in writing under these rules and handed over to the employee.

76.2 Before such a notice, order, charge sheet, communication or intimation is handed over to the employee, it shall be read out and explained to him/her if he/she so desires.

77 LOSS OR DAMAGE TO PERSONAL PROPERTIES OF AN EMPLOYEE:

The management shall not in any way be responsible for any loss or damage to any personal property of any employee including any vehicle brought and left in the premises of hospital/ establishment/Academy.

78 ACCIDENTS:

78.1 An employee shall immediately report to his/her superiors any injury/injuries sustained by him/her or any other employee or any accidents occurred in the course of his/her service with the Institution.

78.2 The management shall not have any obligations to pay any compensation to any employee or his/her legal heirs if the employee sustains injury in the course of his/her employment due to the following reasons:-

- a) Self infliction;
 - b) Working or wandering in the place where he/she is not authorized to work or where the entry is restricted for only trained personnel;
 - c) Operating a machine, apparatus, vehicle or process without proper authorization;
 - d) Carrying out any work which has no connection with the Institution / Academy;
 - e) Not following the instructions given for doing an activity or process;
 - f) Nonusage of safety equipments or devices, when provided;
 - g) Inactivation or sabotage of the safety devices, emergency switches,
- etc.

78.3. In the event of an accident occurring due to the negligence of an employee or due to non-adherence to work rules, safety rules, instructions and / or non-usage of safety equipments/appliances, the management shall not have any responsibility/liability with respect to such accident. In addition, the employee shall be liable to suitable disciplinary action as mentioned above. Further if an employee does not report such accident to the Management, such accident shall be deemed to have happened/occurred outside the premises of the hospital / establishment / Academy and not arising out of and in the course of employment and the Management shall not have any liability or responsibility whatsoever in this connection.

78.4 Any employee who is involved in an accident outside the premises shall report details of the same to the management immediately.

79 RIGHT OF MANAGEMENT TO FIX UP ADDITIONAL SERVICE CONDITIONS IN RESPECT OF AN EMPLOYEE WORKING ON ESSENTIAL SERVICE:

79.1 The Management shall have the right to prescribe additional service conditions in respect of the employees working on essential service.

79.2 The management may fix up hours of work, weekly holidays, festival and other terms of service separately for essential services, in addition to those mentioned in these rules in view of the special nature of work of such employees.

80 ESSENTIAL SERVICES:

80.1 The following services shall be treated as essential services and the employees working in such sections shall not go on strike along with other employees of the hospital/Institution/establishment even if other employees working in non-essential services go on strike. These employees shall not refuse to work whenever called upon to do so. Further, these employees shall not refuse to work in any shift nor shall they refuse to work overtime. An act of refusal to work when asked to do so or violation of any of these rules by every employee working on essential service shall be considered to be a serious act of misconduct warranting disciplinary action.

80.2 The following sections or class of employees shall be treated as essential service:

- (i) Maintenance, housekeeping & security;
- (ii) Canteen and transport;
- (iii) Doctors, nurses, technicians, pharmacist, attendants and other clinical staff working in Labs, X-ray, MRI, Radio therapy, ICU, and Wards;
- (iv) Medical and Ambulance services;
- (v) Power House;
- (vi) Maintenance of water supply and services;
- (vii) Administration, Support staff, Information technology, Finance, Accounts, Coordinators, Human Resources, Guest Relations;

81 ACADEMY QUARTERS:

- 81.1 If an employee is authorized and allowed to occupy a quarter belonging to the Academy, he/she shall be so as a licensee and not as a tenant of the Academy. The occupant shall be further subject to the conditions stipulated by the Academy at the time of occupation.
- 81.2 An employee, who has been permitted to occupy a house quarter belonging to the Academy, may be, at any time, transferred from one house quarter to another house quarter or from one room to another, at the discretion of the management.
- 81.3 In case of termination of an employee's service for any reason whatsoever, by the Academy, or in case where the employee leaves the services of the Academy for any reason whatsoever,

he/she shall immediately hand over to the Academy vacant possession of the quarters in good condition.

- 81.4 The Academy /management reserves its right to break open the quarter/house and take possession in case an employee does not vacate the quarters within 30 days of his/her leaving the services of the Academy or in case of his/her services being terminated and or in the event of his/her transfer to some other place of work.

82 INTER DEPARTMENTAL MOVEMENT:

No employee shall enter or pass through departments other than his/her normal department of work, unless he/she is authorized in writing to do so.

83 WORKING HOURS:

The periods and hours of work for all classes of employees in each shift shall be exhibited in Kannada/ English on a notice board maintained at or near the main entrance of the Academy or at the office of the time keeper, if any. The same may be modified from time to time by the management.

84 SHIFT WORKING:

- 84.1 Any department or section of a department may be worked in more than one shift at the discretion of the HOD or unit head. If the establishment is worked in more than one shift, an employee shall be liable to be transferred from one shift to another. An employee working in a shift shall not leave the place of work at the close of that particular shift unless he/she satisfactorily

hands over the charge to the concerned employee in the following shift.

- 84.2 If as a result of discontinuance of shift working, any permanent employee is likely to be discharged, he/she shall be discharged having regard to the length of his/her services in the establishment and the department and the occupation concerned, those with the shortest term of services being discharged first.
- 84.3 On re-starting a shift, notice thereof shall be given by way of letters to the individual employee concerned, and the employee discharged as a result of the discontinuance of the shift shall, if he/she presents himself/herself within seven days of the posting of the letters be given preference for employment according to the length of his/her services in the establishment and the department and the occupation concerned.
- 84.4 The management may close down any department or section of a department after giving one month's notice to the employee. Before re-opening such department or section or establishment, as the case may be, seven days' notice thereof shall be given in writing to the individual employees concerned. Every such employee shall report to work within 7 days from the date of receipt of such notice.
- 84.5 Hours of work, rest intervals and weekly holiday shall be regulated in accordance with law. However, fixation of hours of work shall be at discretion of the management. The duration and timings of work shall be subject to alteration at any time, having regard to the exigencies of work.

84.6 In respect of certain essential categories of the employees, hours of work shall be so arranged that the hours of work spread over inclusive of intervals of rest shall not exceed 12 hours a day.

85 PERSONAL SAFETY:

85.1 Adherence to all safety guidelines and instructions including instructions on fire prevention, use of safety equipments and appliances, precautions to be followed in handling chemicals, medicines and substances, etc., is obligatory on the part of all employees. An employee shall not, unless specifically authorized, interfere with any safety device or machine or violate any safety guidelines. Failure to observe safety rules and instructions or interference with any safety device or machine shall be deemed to be misconduct and corrective action shall be initiated, including disciplinary action and punishment, if any, in the interest of safety of the Institution and of the employees.

85.2 Every employee shall immediately report any injury sustained by him/her or any other employee to the concerned authority for immediate medical attention.

85.3 It is the duty of every employee to personally ensure and be responsible for his/her equipments/machines and/or establishment being kept clean, tidy and in safe condition. It is also the duty of every employee to report to the proper authority any defect, which he/she may notice in any machinery / equipment, connected with his/her work or any occurrence which he /she may notice and which may endanger himself / herself or any other employee or person, or might result in damage to any property.

85.4 Every employee shall abide by the safety rules and procedures that may be framed from time to time by the management or the safety committee.

86 GENERAL:

86.1 The granting of increments and other benefits cannot be claimed by any employee as a matter of right or part of his/her terms of employment and any such payments made are entirely within the sole discretion of the management. Similarly, leave cannot be claimed as a matter of right.

86.2 The management shall not entertain any representations from anybody or source proposing to speak on behalf of the employees.

86.3 Every employee shall be responsible personally for his/her proper and faithful observance of these and the provisions of any other law for the time being in force.

86.4 The Management may frame rules, amend or alter them from time to time for smooth functioning of the establishment / hospital subject to the provisions of law for the time being in force and it shall be the responsibility of every employee to abide by and follow the same.

86.5 Any person accepting employment in the Institution shall be deemed to have accepted the terms of these regulations.

86.6 A copy of these regulations in Kannada/English shall be displayed on the notice board.

87 VALIDITY OF THE RULES:

87.1 If there is any conflict of meaning between the service rules in English and Kannada, such version as may be certified by the Vice-Chancellor, shall be deemed to be authentic / and shall prevail over and be binding on the employees.

87.2 Nothing contained in these service rules shall operate in derogation of any law for the time being in force or to the prejudice of any right under a contract of service, custom or usage or any agreement, settlement or award applicable to the establishment.

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