



# HYDERABAD KARNATAKA EDUCATION SOCIETY

GULBARGA (KARNATAKA)

## SERVICE RULES

REVISED AS PER G.C. RESOLUTION DATED 27-07-2013  
(FOR TEACHING INSTITUTIONS AND ESTABLISHMENTS)

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# CHAPTER I

## **1. TITLE AND COMMENCEMENT:**

- 1.1 These rules may be called as the Service Rules of the employees working in the institutes Governed by HYDERABAD KARNATAKA EDUCATION SOCIETY.
- 1.2 These rules shall come into force from the date of approval by the Governing Council of the Society and shall apply to all the employees hereafter defined, on the date of approval by the Governing Council and who joined the employment thereafter.
- 1.3 The Governing Council of the Society reserves right to amend, alter and add to any of these Rules and to bring any such amendment, alteration into effect from such date as it may fix.

## CHAPTER II

### 2. DEFINITIONS:

- 2.1 "**Society**" means the Hyderabad Karnataka Education Society, Gulbarga (Karnataka).
- 2.2 "**President**" means President of the Society.
- 2.3 "**Governing Council**" means the Body elected by the General Body of the Society.
- 2.4 "**Management**" means the Governing Council of the Society.
- 2.5 "**Competent Authority**" in relation to the exercise of any power, means the Governing Council and / or any other authority empowered to exercise any such power by Governing Council".
- 2.6 "**Institution**" means the Institutions / Establishments/ Training Centers/ Research Centers set up and / or run by the Society which includes Unaided Schools, Colleges, existing as well as those that may be set up in future.
- 2.7 "**Establishment**" means Banks, Hospitals, Hostel, Mess, Canteen, Printing Press, Store, Drug Stores, STD and ISTD Booths etc.

- 2.8        **“Head of the Institution”** means the Principal of the College, Head Master of the School or anyone, who is appointed / designated as the Head of the Institution by the Governing Council.
- 2.9        **“Employee”** means a person in the employment of the Unaided Institution/Establishment set up and / or run by the Society.
- 2.10       **“Family”** means an employee’s wife or husband, legitimate children and parents in case of unmarried employee, who are residing with and wholly dependent on the employee.
- 2.11       **“Ministerial Staff”** means an employee whose duties are mainly clerical in nature.
- 2.12       **“Permanent Employee”** means an employee who upon expiry of the period of probation has been confirmed in writing in his / her appointment.
- 2.13       **“Tenure post”** means a permanent post which an individual employee may not hold for more than a limited period without re-appointment.
- 2.14       **“Probationer”** means an employee appointed on probation in or against substantive vacancy in any cadre with an intention to continue on permanent basis. The employee appointed on probation will continue on probation till he is confirmed in writing. In computing the period of probation extra -ordinary Leave (Leave without salary) granted to a probationer shall be excluded.
- 2.15       **“Part-time employee”** means an employee appointed for limited period on a consolidated monthly salary, who may be employed else-where also.
- Note:** Part-time employees are not ordinarily entitled to the benefits provided to full time employees. They shall be entitled to such benefits as are determined by the management.
- 2.16       **“Temporary employee”** means an employee who has been employed for a limited period or for a specific work of temporary nature.

- 2.17 A **"Casual Employee"** means one who is employed on day-to-day basis for specific work of casual nature.
- Note:** A casual employee shall not be entitled to benefits provided to other classes of employees.
- 2.18 A **"Contract Employee"** means a person appointed on Contractual appointment for a fixed period.
- 2.19 **"Trainee"** is one to whom facilities are extended for training of learning work in a designated field in the Institutions/ Hospital/College/School with or without allowances or stipend and without any obligation or employment on the part of the management.
- 2.20 **"Stipendiary"** employee is an employee who performs certain types of work for a limited and fixed tenure for which he is paid a periodical stipend.
- 2.21 **"Substitute "** or **"Badli"** is one who is engaged in the post of a permanent employee or a probationer who is temporarily absent.
- 2.22 **"Continuous Service "** means the service of an employee from the beginning of his/her service, without any break.
- 2.23 **"Time Scale Pay"** means pay which rises by periodical increments from minimum to a maximum.
- 2.24 **"Honorarium"** means a recurring or non-recurring payment to an employee payable as remuneration for work done in respect of affairs of the Institutions, as may be determined by the competent authority from time to time.
- 2.25 **"Special Pay"** means an additional pay to the emoluments of a post or of an employee, granted in consideration of –
- 2.25.1 The specially arduous nature of the duties; or
- 2.25.2 A specific addition to the work or responsibility.
- 2.25.3 Necessity of acquiring or retaining an employee in the interest of the Society/ Institution/College/School.

- 2.26      **"Subsistence Pay"** means the payment made to an employee who is not in receipt of pay or leave salary.
- 2.27      **"Substantive Pay"** means the pay, other than special pay, personal pay To which an employee is entitled on account of holding the post to which he has been appointed substantively or by reason of his/her substantive position in a cadre.
- 2.28      **"Leave Salary"** means the amount paid by the Management to an employee for leave period.
- 2.29      **"Day"** means a calendar day, beginning and ending at midnight, but absence from Headquarters which does not exceed 24 hours shall be reckoned for all purpose as one day, at whatever hours the absence begins or ends.
- 2.30      **"Month"** means a calendar month. In calculation a period expressed in terms of months and days, complete calendar months, irrespective of the number of days in each should first be calculated and the odd number of days calculated subsequently.
- 2.31      **"Holiday"** means a holiday prescribed or notified by Competent Authority of the Institution.
- 2.32      **"Notice"** means a notice in writing required to be given or to be pasted for the purpose of the Standing Orders issued by Management/Head of the Institution.
- 2.33      **"Notice Board"** means the notice board maintained in a conspicuous place at or near the main entrance or the "Institute/Hospital" building for the purpose of displaying notices required under the provisions of these Standing Orders. This includes Notice Boards provided in each department of the Institute/Hospital for displaying information and communication with the employees in the concerned departments.
- 2.34      **"Muster Roll"** means all registers wherein the attendance of the employees, is marked and maintained under any laws or enactment and also includes the computer print outs

from the computerized attendance system which may be required to be maintained for the purpose of payroll from time to time.

**2.35** **“Medical Certificate”** means a certificate issued by the Registered Medical Practitioner appointed by the Basaveshwar and Sangamehwar Hospitals or any medical certificate issued by any other Registered Medical Practitioner which is authorized by the Hospital’s appointed Medical Practitioner.

**2.36** **“Habitual”** means commission or omission of an act for minimum of three times in a period of six months.

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



## CHAPTER – III

### **3. APPOINTMENT, CONFIRMATION, TERMINATION & RETIREMENT:**

- 3.1 All appointments of all categories shall be made by the Governing Council. The Governing Council may appoint selection committee wherever necessary.
- 3.2 A candidate appointed by direct recruitment shall assume charge of the post for which he/she was appointed within the period specified in the appointment order.
- 3.3 At the time of joining the Candidate shall complete the following formalities.
  - 3.3.1 Submission of Joining Report.
  - 3.3.2 Submission of True Attested Copies of Educational Certificates along with originals for verification.
  - 3.3.3 Submission of Relieving Letter from the previous employer.
  - 3.3.4 Submission of Evidence of date of birth / proof of age.
  - 3.3.5 Nomination for Provident Fund / Gratuity in prescribed form (if eligible).
  - 3.3.6 Application for Identity Card along with three passport size photographs.

- 3.3.7 Application for opening Bank Account.
- 3.4 The following documents may be accepted as evidence of date of birth / proof of age:-
- 3.4.1 Certified Extract from Registrar of Births & Deaths.
- 3.4.2 Secondary School Leaving Certificate.
- 3.4.3 Any other valid document acceptable to the Management. The age of employee verified with reference to any of the above shall be the sole evidence of the age of the employee for all purposes concerning his/her employment including retirement. The date of birth once furnished and accepted by the Management and entered in the Service Register shall be final and conclusive and under no circumstances, the request for correction of the same will be entertained.
- 3.5 The Institution may verify the antecedents of the candidate either directly or through Agency by referring to the previous Organization in which the candidate was working. In the event, it is found that the candidate had suppressed material information or furnished wrong information, the employee is liable for summary termination of employment.
- 3.6 All appointments shall be subject to the candidate being medically found fit and the candidate shall produce Medical Certificate from the Doctor specified by the Institution. The Institution may require employee to be examined by a Medical Officer approved by the Institution for the purpose. If on examination, the employee is found suffering from any disease or complaint that is infectious or medically objectionable and detrimental to the healthy functioning of the Institution or to the health of the other employees, students and staff, the Institute may terminate his/her services of the employees for being found medically unfit.
- 3.7 All employees other than temporary one shall be on probation for a period of two years or as specified in the appointment order. The probationary period may be extended for a further period of six months or any part thereof at the absolute discretion of the management. Notice

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

- 3.8 A permanent employee appointed in a different post or promoted to a higher post shall be on probation for a period of one year and is liable at any time during this probationary period to be reverted to the original post at the discretion of the management.
- 3.9 No person shall be deemed to be in the regular employment of the Institution/Hospital unless and until he has received a letter of appointment from the appointing authority.
- 3.10 On satisfactory completion of probation, the Governing Council shall confirm the employee in service in writing.
- 3.11 SERVICE RECORD:** A Service Register shall be maintained for every employee showing among other things, his/her permanent address, date of appointment, consolidated pay, scale of pay on which he/she was appointed increments given from time to time, leave availed of, transfers, promotions, suspensions, punishments etc. The Register shall be opened immediately after the employee report for duty and to be updated periodically. It shall be incumbent upon every employee to furnish in writing his correct and complete bio- data to the appointing authority, as required by the management for the purpose of record and also thereafter, promptly to notify in writing any subsequent changes in the particulars of his bio- data.
- 3.12 SPECIAL SERVICE CONTRACT:** The Governing Council may appoint an employee on Contract basis for a fixed period on such terms and conditions which the Governing Council deems proper and fit as per the requirement of the Institution.

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

- 3.13.1 All persons confirmed shall be senior to all others.
- 3.13.2 The Seniority of persons, who are confirmed shall be according to the dates of confirmation; where the date of confirmation of any two or more employees is the same, their relative seniority shall be determined with reference to their Rank in the lower grade. If the seniority cannot be fixed on the said principle, the one who is older in age shall be treated as Senior.
- 3.13.3 When persons are recruited to a class of post both by internal promotion and direct recruitment, the internally promoted candidate shall rank higher than those recruited directly.
- 3.13.4 When promotions are made on the basis of seniority cum merit at the same time, the relative seniority shall be determined by their seniority in the lower cadre.
- 3.13.5 When promotion to a class of post or cadre are made by selection at the same time, the seniority shall be in the order in which the names or candidate are arranged in the Order of Merit.
- 3.13.6 Seniority of direct recruitment shall be determined as follows:
  - 3.13.6.1 When the recruitment is made through the process of written test and interview, the seniority shall be in the order of position in the Merit List obtained by the Candidate.
  - 3.13.6.2 If the appointments are made otherwise than by way of written test and interview, the date of joining of the candidate shall be the date for reckoning seniority.
- 3.14 RESIGNATION:** When an employee tenders resignation to the post held by him/her, the following points shall be verified before accepting the resignation.
  - 3.14.1 Whether the resignation is not in the middle of the academic session prescribed by Affiliating University/Council/Board.

- 3.14.2 Whether the three months notice or salary equivalent to the notice period has been paid.
- 3.14.3 If the resignation is before completion of three years of service, it should also be seen whether the employee has been paid salary for the vacation period and if so such salary drawn for the immediate preceding vacation period is also to be refunded.
- 3.14.4 Whether dues or no dues certificate has been obtained from different Department / Section of the Institution.
- 3.14.5 If the conditions of 3.14.1 to 3.14.4 are fulfilled, the Head of the Institution shall forward the resignation letter to the Governing Council with suitable opinion / remarks for orders / acceptance. The Management has right to reject the resignation in case the resignation is received in the middle of the academic session in the interest of the students.
- 3.14.6 After receiving the orders / acceptance, the same shall be communicated to the employee by Head of the Institution concerned.
- 3.14.7 The salary for the month and onwards in which the resignation is submitted shall not be drawn until the resignation is accepted by the Management.
- 3.14.8 The Governing Council shall be the Competent Authority to accept the resignation of all employees.
- 3.14.9 The Governing Council may decline to accept resignation of an employee against whom the disciplinary proceedings are pending. However, while processing resignation of such employee, the Governing Council shall keep in view the nature of charges levelled against the employee for whom the disciplinary proceedings are pending and the likely punishment the employee may be imposed in the event charges are established. If the disciplinary proceedings are unlikely to culminate in discharge or dismissal or termination of the employee from service, the Governing Council may consider accepting the resignation.

**3.15 TERMINATION OF SERVICE:** The Management may terminate the services of an employee-

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

3.15.2 After giving three months notice or pay in lieu thereof, if the employee is found to be unfit to continue in service on medical grounds or other reasons to the satisfaction of the Governing Council. In case of medical unfitness, the opinion of the Medical Board as decided by the Governing Council shall be obtained.

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

3.15.4 The Governing Council may curtail or waive the notice period or payment in lieu thereof in appropriate cases at its discretion if requested by the employee.

## CHAPTER - IV

### **4. HOURS OF WORK & HOLIDAYS :**

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

4.6 Subject to provisions of rules 4.4 and 4.5 above all employees will be required to work six days a week and eight hours a day exclusive of rest interval or time for meals.

4.7 Employees on shifts duty shall continue to be on duty until relieved by the employee of the next shift.

**4.8 ATTENDANCE:**

4.8.1 All employees shall mark their attendance in their respective Attendance Register maintained in the office of the School or College as the case may be.

4.8.2 On arrival for duty, the employee shall initial their names against the appropriate date. The Attendance Register will not be available for such initialing after lapse of fifteen minutes from the time fixed for the commencement of duty.

4.8.3 No employee reporting fifteen minutes later from the time fixed for commencement of duty will be allowed to attend duty unless permission is given by the Head of the Department.

4.8.4 All employees are expected to be at their allotted place of work throughout their duty timings.

4.8.5 Any employee found absent from his/her place of work during working hours without prior permission of the Head of the Department or section, is liable to be treated as absent for the day.

4.8.6: Biometric attendance is to be followed in every institute.

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



# CHAPTER-V

## 5. PAY AND ALLOWANCES

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

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

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

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

**5.2.3** Charge allowance in respect of only one additional post is admissible, even though an employee is placed in additional charge of the duties of more than one post concurrently. In such case, the charges allowance is admissible at rate of 1/10 of the minimum pay of the post carrying highest pay scale.

**5.2.4** However higher charge allowance can be approved by Governing Council as and when the need may arise.

**5.3 Fixation of Pay:**

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

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

**5.3.3** Where under the conditions of his/her service, an employee has to pass any service examination or test before earning an increment; he/she shall not earn the increment until he/she passes such examination or test. These examinations or tests may be made mandatory if these check the level of competency of a post which may change from time to time (Computer Hardware and Software knowledge-Operating Systems, MS-WORD, MS-POWERPOINT, MS-EXCEL, MS-OUTLOOK, TALLY Etc.). If the employee fails the examinations declared mandatory by Governing Council within the prescribed duration specified by Governing Council he/she may be demoted/ terminated after giving sufficient chance to improve. Employee concerned shall be given only

two opportunities within specified time of one year for each test to qualify.

- 5.3.4 After passing the examination or test, his/her pay shall be fixed in the time scale at the stage at which he/she would have drawn the pay, if the earning of the increment had not been deferred, but the increased pay shall be given from the date of passing the examination or test.
- 5.3.5 When an efficiency bar is prescribed in a time scale, the increment next above bar, shall not be given to an employee without specific sanction of the Governing Council.
- 5.3.6 The conditions under which service counts for increments in a time scale are as follows:
  - 5.3.6.1 All duty in a post on a time scale counts for increment in that scale; provided that for the purpose of arriving at the date of the next increment in that time scale the total of all such period as do not count for increment in the time scale shall be added to the normal date of increment.
  - 5.3.6.2 All leave except extraordinary leave (Leave without Allowances) count for increment in the time scale applicable to a post in which an employee was placed at the time of proceeding on leave.
  - 5.3.6.3 Extra ordinary leave (Leave without Allowance) on medical grounds duly supported by medical certificate shall count for increment three years in entire service.
  - 5.3.6.4 The period spent on probation shall count for increment.
  - 5.3.6.5 Time passed while on suspension does not count towards increment; if the period of suspension is treated as such.
  - 5.3.6.6 Period of unauthorized absence not regularized, but treated as such, shall not count for increment in the time scale.
- 5.3.7 If the pay of an employee is reduced as a measure of penalty to a lower stage in his/her time scale, the authority ordering such reduction, shall state the period for which it shall be effective and whether on restoration it shall operate to postpone future increments and if so to what extent.

# CHAPTER - VI

## **6.0 ATTENDANCE, DUTIES AND CONDUCT**

### **6.1 ATTENDANCE, ABSENCE FROM WORK, LATE COMING ETC.**

- 6.1.1 Every employee shall be at the assigned place of work and at the notified time for the commencement of his work. He shall report or record each day the time of reporting at and departure from the place of work, in the manner specified by the management. An employee failing to report or record the time as above is liable to be marked absent. An employee who is found absent from his proper place of work during the working hours without permission shall be liable to be treated as absent from the period he is away from his place of work and will not have earned salary for the period of absence. In addition, he will be liable for disciplinary action.
- 6.1.2 Any employee who after reporting for duty, leaves his place of work during his working hours without permission shall be liable to be treated as absent without leave or permission for the whole day in case his absence is before the rest interval. He will not be paid salary for the full day or half a day as the case may be.
- 6.1.3 If any employee reports late for duty either at the commencement of his working hours or after recess three

times during any calendar month he shall forfeit one day's casual or annual leave or one day's salary in lieu thereof if he has no leave to his credit. If he reports late by an hour or more on any day, he shall forfeit half a day's salary in lieu thereof if he has no leave to his credit. The employee reporting late is nevertheless expected to work for the rest of the day failing which he shall forfeit the half day's salary in addition to forfeiture of leave. Services of habitual late comer may be terminated at the discretion of the Management.

**6.2. Duties of Teachers:**

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

like A.I.C.T.E./M.C.I./U.G.C. etc. Management or the Competent Authority shall have the final say in assigning duties/workload.

**6.3 Code of Conduct for Teachers & Employees: No teacher shall –**

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

- 6.3.1.9** Prepare or publish any book or books, whether directly or indirectly without the permission of the Management.
- 6.3.1.10** Ask for or accept (except with the previous sanction of the management) any contribution, or otherwise associate himself/herself with the raising of any funds or make any other collections, whether in cash or in kind, in pursuance of any object whatsoever, except subscription from the members of any Society of teachers.
- 6.3.1.11** Engage himself/herself as a selling agent or canvasser for any publishing firm or trader.
- 6.3.1.12** Enter into any monetary transactions with any student or parent nor shall he / she exploit his / her influence for personal matters in such a manner that he / she has to incur a debt beyond his / her means to repay.
- 6.3.1.13** Accept or permit any member of his / her family or any other person acting on his/her behalf to accept, any gift from any student, parent of any person with whom he / she come into contact by virtue of his / her position in the Institution/College/School.

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

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

- 6.3.1.14** Practice, or incite any student, to practice, casteism, communalism or untouchability.
- 6.3.1.15** Cause, or incite any other person to cause, any damage to Institution/College /School property.
- 6.3.1.16** Behave, or encourage or incite any student, teacher or other employee to behave, in a rowdy or disorderly manner in the Institution/College/School premises.

- 6.3.1.17** Be guilty of, or encourage, violence or any conduct which involves moral turpitude.
- 6.3.1.18** Be guilty of misbehaviour or cruelty towards any parents, guardian, student, teacher or other employee of the Institution/College/School
- 6.3.1.19** Organize or attend any meeting during the school hours except where he/she is required, or permitted by the Head of the Institution/College /School to do so.
- 6.3.2 Every teacher shall –**
- 6.3.2.1** Be punctual in attendance and in respect of his/her class - work and also for any other working in connection with the duties assigned to him/her by the Head of the Institution/ College/School.
- 6.3.2.2** Abide by the rules and regulations of the Institution / College / School and also show due respect to the Constituted Authority.
- 6.3.2.3** take prior permission from the Management for contesting / canvassing for any election and obey any direction issued by the Management.
- 6.4** Nothing contained in sub-rules of 6.1 to 6.2 shall be deemed to take away or bridge the right of a teacher/employee.
- 6.4.1** To appear at any examination to improve his/her qualifications.
- 6.4.2** To become, or to continue to be, a member of any literary, scientific or professional organization.
- 6.4.3** To make any representation for the redressal of any bonafide grievance, subject to the conditions that such representation is not made in any rude or indecorous language.
- 6.4.4** To organize or attend any meeting outside the school hours, subject to the conditions that such meeting is held outside the Society / Institutions / Colleges / Schools premises provided such meetings are not detrimental to the Society / Institutions / Colleges / Schools.



**6.5** The breach of any condition specified in sub-rules of **6.2** shall be deemed to be a breach of the Code of Conduct.

**6.6** The Code of conduct specified for teachers shall, apply to all other employees of the Institution.

**6.7 MAINTENANCE OF CONFIDENTIAL REPORTS**

**Confidential Reports :**

6.7.1 Every employee placed in supervisory charge of a Department or a section, shall record a report on the 1<sup>st</sup> of April of each year, in the prescribed form, on the work and conduct of each employee who has served him, for a period of not less than 6 months, during the academic year immediately preceding.

6.7.2 The report shall be submitted to, and shall be countersigned by, his immediate official superior who shall add to the report such observations as he would deem necessary, and shall retain the report in his personal custody.

6.7.3 He shall also furnish forthwith a copy of such adverse remarks recorded in the report to the employee concerned, together with his advice regarding improvement in the directions required. The aggrieved employee may defend within 30 days from the date of receipt of the adverse remarks to the next higher authority to expunge such adverse remarks. Such authority will go through the records of the employees and take decision as deemed fit.

6.7.4 The following are defined as supervisory staff for the purpose of recording confidential report of each employee working under him.

- 1) Head of Institutions
- 2) Heads of Teaching Departments
- 3) Heads of Units in Hospitals
- 4) Heads of Sections in the institution
- 5) Librarian and
- 6) Any other employee designated as in supervisory charge.

- 6.7.5 The confidential report in respect of the employee of the rank of Lecturers and above shall be countersigned by the Head of **the Institution** or by the authorized officer.
- 6.7.6 The confidential reports in respect of all employees shall be under the custody of the Heads of Institutions excepting the confidential reports of Head of Institutions, Head of the department and both in the institutions and the Hospital. The latter will be maintained by the Management.

# CHAPTER - VII

## **7. MISCONDUCTS, SUSPENSION AND PENALTIES**

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

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

**7.1.2** Demanding, accepting or offering bribe or any illegal gratification, whatsoever.

**7.1.3** drunkenness, fighting, riotous or disorderly or indecent behavior within the premises of the Institution.

**7.1.4** Willful insubordination or disobedience, whether alone or in combination with others to any lawful and reasonable order of a superior.

**7.1.5** Sleeping while on duty.

**7.1.6** Material mis-statements made on employment in the application for employment.

**7.1.7** Anywhere within the establishment, causing or threatening to cause mental and / or physical pain or injury to other employees either alone or in collusion with others.

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

**7.1.27** Attending nature's call / spitting in open within the Institute / College / School premises.

## **7.2 Suspension :**

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

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

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

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

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

## **7.3 Subsistence Allowance :**

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

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

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

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

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

#### **7.4 Treatment of period of suspension :**

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

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

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

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

#### **7.5 Penalties :**

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

**7.5.1.1** Censure / Warning.

- 7.5.1.2** Withholding of increments of pay.
- 7.5.1.3** Withholding of promotion.
- 7.5.1.4** Recovery of the whole or part of any pecuniary loss caused by him/her to the Management by his/her misconduct or negligence.
- 7.5.1.5** Reduction to a lower grade or post or to a lower stage in a time scale.
- 7.5.1.6** Removal from service which shall not be a disqualification for future employment elsewhere.
- 7.5.1.7** Dismissal from service.
- 7.5.2** The following shall not amount to a penalty within the meaning of this Rule, namely;
  - 7.5.2.1** Stoppage of an employee at the efficiency bar in the time scale of pay on the ground of his/her unfitness to cross the bar.
  - 7.5.2.2** Non promotion of an employee whether in a substantive or officiating capacity, to a grade or post for promotion to which he is otherwise eligible.
  - 7.5.2.3** Reversion of an employee officiating in a higher grade, or post to a lower grade or post, on the ground that he/she is considered to be unsuitable for such higher grade or post or on any administrative ground unconnected with his/her conduct.
  - 7.5.2.4** Reversion of an employee on deputation to his/her parent organization or department.
  - 7.5.2.5** **Termination of Service :**
    - 7.5.2.5.1** of a temporary employee at any time before his/her confirmation.
    - 7.5.2.5.2** or an employee appointed under a contract or agreement or a contract for a fixed period in accordance with the terms of such contract or agreement.

## **7.6 Procedure for imposition of penalties :**

- 7.6.1** No order imposing any penalty shall be made except after an enquiry held in accordance with these Rules.
- 7.6.2** Where it is proposed to hold an inquiry against an employee, the disciplinary authority shall frame charges against such employee and communicate them to him/her together with other material as may be necessary or relevant for the purpose of the enquiry and also inform him/her of the appointment of an inquiring authority for conducting the enquiry.
- 7.6.3** At the enquiry, the employee shall have the right to appear in person before the Enquiry Officer or to be represented by another co-employee.
- 7.6.4** The proceedings of the enquiry may be recorded either in Kannada or English, or in any other language as may be convenient to the Enquiry Officer.
- 7.6.5** On the conclusion of the inquiry, the employee shall be made available copy of the Report & Findings of the Enquiry Officer and the employee shall be provided an opportunity to submit his/her say on the findings of the Enquiry Officer and show cause as to why the proposed punishment should not be imposed on the employee in respect of the misconduct proved against him/her. If the disciplinary authority is satisfied after considering the report of the Inquiring Officer and the records of the proceedings and submission of the employee on the findings of the Enquiry Officer that all or any of the charges against the employee have been proved, will award the appropriate punishment.
- 7.6.6** In awarding any penalty to an employee under this rule, the authority imposing the penalty shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other extenuating or aggravating circumstances that may exist.
- 7.6.7** The order imposing penalty shall be communicated to the employee.



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

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

**7.7 NO WORK NO PAY;**

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

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

# CHAPTER - VIII

## **8. LEAVE**

### **8.1. General Conditions :**

- 8.1.1** Leave cannot be claimed as matter of right. Discretion is reserved to the Chairman or head of the Institution to grant leave or to refuse or revoke leave at any time according to the exigencies of service.
- 8.1.2** Any kind of leave under these Rules, may be granted in combination with or in continuation of any kind of leave, except casual leave.
- 8.1.3** Permanent employee shall be eligible for Earned Leave, Casual Leave, Compensatory Casual leave, Half Pay Leave / Commuted Leave, Special Casual Leave, and Extraordinary Leave. No employee shall be entitled to any leave under these rules, in respect of unauthorized absence from duty in pursuance of an illegal strike.
- 8.1.4** No leave shall be granted beyond the date on which an employee is due to retirement on attaining the age of superannuation. All leave at credit shall lapse on attaining the age of superannuation.

**8.1.5 Leave while under suspension:** Leave of absence is not admissible to an employee who has been suspended from duty. An employee under suspension should not leave the station where his/her office is situated except with specific permission of the Chairman or Head of the Institution.

## **8.2 EARNED LEAVE :**

### **8.2.1 For Non – Teaching staff**

**8.2.1.1** Employees in the non-teaching staff category working in the non-vacation department are eligible for **30 days earned leave** in a calendar year which shall be credited in advance in two installments of 15 days each on first January and first July, every year.

**8.2.1.2** In respect of those employees who join during the middle of the calendar year, earned leave shall be credited at the rate of one and a half day for each completed calendar month of service in the half year of the calendar year in which he is appointed subject to a maximum of 10 days.

**8.2.1.3** The credit for the half year in which an employee is due to retire or resigns from service shall be afforded at the rate of one and a half days for each calendar month of service up to the date of retirement or resignation, subject to a maximum of 10 days.

**8.2.1.4** When an employee is removed or dismissed from service or dies while in service, the credit of earned leave shall be allowed at the rate of one and a half days for each completed calendar month of service up to end of the calendar month preceding the calendar month in which he is removed or dismissed from service or dies while in service.

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

- 8.2.1.6** While affording credit of earned leave, fraction of a day shall be rounded off to the nearest day.
- 8.2.1.7** The maximum earned leave that may be granted at a time shall be thirty days.
- 8.2.1.8** Earned Leave can be accumulated up to 300 days.
- 8.2.1.9** Surrender leave and leave encashment will not be given to any employee.
- 8.2.1.10.** Gratuity will be paid as per the rules framed by the Governing Council from time to time.

### **8.2.2 For Teaching Staff :**

- 8.2.2.1** Employees in Teaching staff category and working in non-vacation department shall be entitled to 30 days earned leave in a calendar year.
- 8.2.2.2** Employees in teaching staff category and working in vacation Department shall be entitled to earned leave of ten days in a calendar year.
- 8.2.2.3** The leave account of every employee shall be credited with earned leave in advance in two installments or five days each on the 1st January, and 1st July, every year.
- 8.2.2.4** If an employee has availed extra ordinary leave/leave without allowance or some period of absence has been treated as diesnon i.e., non-duty during a half year the credit of earned leave to be credited to his/her leave account shall be reduced by one tenth of the period of such leave and/or non-duty, subject to a maximum of five days.

### **8.3 HALF PAY LEAVE :**

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

- 8.3.2** Commuted leave not exceeding half the number of half pay leave due may be granted on medical grounds or on private affairs, subject to the following conditions, namely;
- 8.3.2.1** The employee should have completed three years of service as on date of application for leave.
- 8.3.2.2** No commuted leave should be recommended unless the recommending authority has reason to believe that the employee will return to duty on expiry of leave.
- 8.3.2.3** The maximum days of commuted leave that may be granted shall not exceed 30 days at a time.
- 8.3.2.4** Commuted leave during the entire period of service should be limited to a maximum of 120 days.
- 8.3.2.5** If the commuted leave is combined with earned leave, the total period of leave should not exceed 180 days.
- 8.3.2.6** When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave account.
- 8.3.2.7** When commuted leave is granted to an employee, and he/she subsequently intends to retire or resign on expiry of such leave, the commuted leave should be converted into half pay leave and the difference between the salary in respect of commuted leave and half pay leave should be recovered. If the retirement or resignation is voluntary, refund of excess salary paid shall be enforced, but if the retirement or termination of service is compulsorily thrust upon him/her, no refund of excess salary should be insisted upon.
- 8.3.2.8** The half pay leave and commuted leave should not be sanctioned, when other kinds of leave are admissible.

#### **8.4 CASUAL LEAVE :**

- 8.4.1** The non-teaching staff and teaching staff category of employees are eligible for 15 days casual leave with full pay in each calendar year and casual leave credit shall be

allowed in 2 installments at 7 days on 1st Jan and 8 days on first July. An employee can avail of casual leave for not more than 5 days at a time. The unavailed casual leave as on 31st December shall lapse. During the first year of service Casual leave available to an employee shall be at the rate of one day for each completed month of service provided the Casual leave at credit shall lapse on 31st Dec.

**8.4.2** Casual leave could be availed for half a day either in the morning session or in the afternoon session on any working day. Casual leave may be either prefixed or suffixed but the intervening Sundays and other holidays shall not be treated as Casual leave.

**8.4.3** Leave without allowance shall not be granted in continuation of casual leave. In cases where leave without allowance is granted in continuation of casual leave, casual leave already granted if any, shall be cancelled and the leave without allowance should commence from the date on which the casual leave commenced.

## **8.5 SPECIAL CASUAL LEAVE :**

**8.5.1.1** Special Casual Leave may be granted to an employee for a period not exceeding fifteen days in any one calendar year for the following purposes. The period of absence in excess of thirty days should be treated as regular leave of any kind admissible to the persons concerned. For this purpose, the special casual leave is permitted to be combined with other kinds of regular leave.

**8.5.1.2** For participation in sports & Educational Programmes (e.g. Seminar /Conferences / Workshops) events of University / State / National or International importance only one event of its kind in a year is permitted.

**8.5.1.3** When the employee is selected for such participation in respect of international sports events of any one of the recognized sports Society as a member of a team which is accepted as representative on behalf of the country.

- 8.5.1.4** Sundays and other holidays intervening the period of special casual leave admissible for participation in sports events are counted as special casual leave and are not excluded from the admissible limit of special casual leave. However, Sundays and holidays can be prefixed and suffixed to the special casual leave.
- 8.5.2** Special casual leave not exceeding seven days may be allowed to married employees of both sexes in any one calendar year who undergo vasectomy or tubectomy operation on the strength of the medical certificate granted by the Medical Officer performing the operation.
- 8.5.3** Special casual leave not exceeding 14 days may be sanctioned by the President of the Society to the Woman employees who undergo the non-puerperal sterilization (and not puerperal sterilization) on the strength of the medical certificate granted by the Medical Officer performing the operation.
- 8.5.4** Special casual leave may also be sanctioned to female employees having three or more living children who are not entitled to the grant of maternity leave, but undergo tubectomy operation even during puerperium under the Family Planning Scheme.
- 8.5.5** In the event of failure of tubectomy operation, if the employee undergoes non puerperal tubectomy operation for the second time she shall be granted special casual leave not exceeding 14 days, on production of a medical certificate from the Medical Officer performing the operation to the effect that the first operation was failure and the second operation was actually performed.
- 8.5.6** All women employees who undergo I.U.C.D. placement may be granted a day's special casual leave on the day of insertion.
- 8.5.7** Special casual leave not exceeding fifteen days in each calendar year may be granted to the employees who are chosen by any University / PUC Board as examiners, for attending the examination. They will not be eligible for TA & DA from the Institution.

## **8.6 EXTRAORDINARY LEAVE (LEAVE WITHOUT PAY) :**

- 8.6.1** Extra ordinary leave (leave without salary) may be granted to an employee in the following circumstances.
- 8.6.1.1** When no other leave is by rule, admissible or
- 8.6.1.2** When other leave is admissible, but the employee concerned applies, in writing for grant of extraordinary leave.
- 8.6.2** When an employee is undergoing treatment for Cancer / mental illness / pulmonary tuberculosis / pleurisy of tuberculosis origin/Leprosy, the Governing Council may at its discretion sanction so much of extraordinary leave (Leave without salary) as is required for the treatment of such illness if the application is supported by the Medical Certificate issued by the Medical specialist treating the concerned disease.

## **8.7 MATERNITY LEAVE :**

- 8.7.1** A female employee may be granted maternity leave for a maximum period of 90 days.
- 8.7.2** Maternity leave may also be granted in case of miscarriage or abortion including abortion induced under the Medical termination of pregnancy Act, 1971, (but not threatened abortion subject to the following conditions:-
- 8.7.2.1** Maternity leave shall not be admissible to a female employee who has two or more living children.
- NOTE:** In the case of delivery of twins the first two deliveries shall only be taken as two living children for purpose of this rule.
- 8.7.2.2** Maternity leave may be combined with vacation of Leave Without Allowance only.
- 8.7.2.3** Maternity leave shall not be debited to the leave account.
- 8.7.2.4** The salary payable during the maternity leave shall be equal to the salary drawn immediately before proceeding on leave.



- 8.7.2.5** No leave beyond the expiry of maternity leave will be granted. However, in exceptional cases where the female employee is not in a position to join duty immediately on expiry of maternity leave due to weakness or other illness. Extraordinary leave (Leave without salary) not exceeding 30 days may be granted on production of medical certificate. Further, leave beyond 30 days may be considered at the discretion of the Management/Chairman.
- 8.7.2.6** If the female employee does not return to duty on the expiry of maternity leave, the salary paid for the period of maternity leave shall be recovered.
- 8.8** **COMPENSATORY CASUAL LEAVE : (Applicable only to Medical College & Hospital Staff ) :** An Employee is eligible for Compensatory Casual Leave in lieu of working on declared Holidays. Such leave will be one day leave for working on a declared holiday and subject to a maximum of ten in a calendar year. Compensatory Casual Leave can be availed only after exhausting the Casual Leaves.
- 8.9** **OVER STAYING LEAVE:** An employee who remains absent after the expiry of his/her originally granted or subsequently extended leave is entitled to no salary for the period of such absence. Absence from duty after the expiry of leave will render the employee liable to disciplinary action for misconduct except where the employee establishes to the satisfaction of the leave sanctioning authority that he/she was unable to join duty for reasons beyond his/her control.
- 8.10** **EMPLOYMENT DURING LEAVE :** An employee who is on leave shall not take service or accept any work profession or employment in any capacity either honorary or otherwise, without obtaining permission in writing from the Chairman. Any violation of the Rule attracts disciplinary action against such employees.
- 8.11** **PART – TIME EMPLOYEES:** Part – time employees are not entitled to any other kind of leave admissible under this chapter except casual leave which shall be limited to

ten days in each calendar year to vacation staff and fifteen days in each calendar year to non-vacation staff.

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

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

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

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

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

**8.13 Recalling from Leave:** The management may recall any employee who is on leave. If an employee is recalled he shall be eligible for usual traveling allowance and the unexplored portion of the leave can be availed by him afterwards.

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

## **8.15 ABANDONMENT OF SERVICE**

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

**8.15.2** If an employee remains absent beyond the period of leave originally granted or subsequently extended, he shall be deemed to have abandoned the employment and his service shall stand terminated automatically with effect from the date of which the absence commenced unless he (a) returns within eight days of expiry of the leave and (b) gives a satisfactory explanation for his inability to return on the expiry of leave. With reference to clause 8.15.1 and 8.15.2, the employee shall be served with a recall notice and in the event he fails to respond or the notices are returned undelivered another notice shall be sent. If there is no response to the second recall notice also only thereafter a final order shall be passed in accordance with the provisions regarding abandonment of service.

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

# CHAPTER- IX

## **9. VACATIONS & PAYMENT OF SALARY DURING VACATION**

- 9.1** The Educational Institution shall remain closed for the mid -term and summer vacation for the period prescribed by the respective Heads of the Institution / College / School.
- 9.2** The following procedure shall be followed for the payment of salary for the period of vacation to the teaching staff.
- 9.2.1** For all Teaching staff members, who have not completed one year service and not relieved but continued in service as on date of the commencement of annual summer vacation, 15 days salary only for the vacation months shall be paid in the succeeding months.
- 9.2.2** The balance of 15 days salary of each month of the vacation period shall be paid, after reporting for duty on re-opening of the Institution / College / School after vacation in three monthly installments. Provided that the salary for the vacation period shall not be drawn and paid for the months in which duty salary is drawn and paid.
- 9.3** The payment of salary for the vacation period is subject to the following conditions:

- 9.3.1** Such teaching staff members shall be present on duty on the last working day of commencement of vacation and the first working day on re-opening after vacation
- 9.3.2** They should have deposited all their education certificates (original with the Head of Institution) before drawal of the vacation salary
- 9.3.3** The Head of the Institution shall record a certificate in the bill that they have secured the original certificates from the employee for whom vacation salary is drawn in this bill and kept in safe custody.
- 9.3.4** They shall refund the vacation salary drawn for the first year in case, they resign from service before completion of the second academic year. Similarly, they shall refund the vacation salary drawn for the second year in case, they resign before completion of the third academic year. Thus, they shall continue in service for three years in order to avail the full benefit of the vacation salary. In case, they desire to take back the original certificates within three years of service they have to deposit one month's or two months' salary as the case may be in addition to the "Vacation Salary" drawn for the preceding vacation period. Such deposits will be refunded on returning of the original certificates.
- 9.4** The above mode of payment of salary is not applicable to those teaching staff who have completed three years of service as on the date of commencement of summer vacation.

## CHAPTER: X

### **10. OBLIGATIONS of the employee:**

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

## CHAPTER: XI

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

## CHAPTER: XII

### **12. SUPERANNUATION:**

- 12.1** All employees shall retire on attaining the age of 60 years. The Governing Council may at its discretion grant extension of service of one year or more at a time beyond the superannuation on the merit of each case, subject to the conditions that the extension of service so granted shall not exceed 05 years in any case.
- 12.2** The Governing Council may in special cases, order any employee to retire from service any time after he / she completes twenty five years of qualifying service in the interest of the Institution / organization by giving a notice in writing in this behalf of at least three months before the date on which he/she is required to retire from service.

## CHAPTER: XIII

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

## CHAPTER: XIV

14. **EMPLOYEES PROVIDENT FUND AND PENSION SCHEME:** The employees are covered by the Employees Provident Funds and Miscellaneous Provisions Act, 1952. The application of these Rules are mandatory to all employees. According to these Rules, the employee shall contribute towards PF contribution at the rates prescribed in the Rules and matching share of contribution shall be paid by the Management and both shares of PF contributions shall be remitted to the Regional Provident Fund Commissioner, every month towards crediting the amount to PF Account and Pension Fund Account. The payment of contributions shall cease, on the employee quitting from the service either on resignation, dismissal or by retirement. The accumulated PF contributions will be paid to the employees directly by the Regional Provident Fund Commissioner. For details with regard to PF and Pension benefits, the Employees Provident Fund and Miscellaneous Provisions Act, 1952 be referred. Employees to whom extension of service is given will not be entitle to the benefit of provident fund.



# CHAPTER: XV

## **15. MISCELLANEOUS PROVISIONS:**

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

## **15.2 JOINING TIME:**

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

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

### **15.2.3 General**

1 No employee of the institution shall address any communication to the members of the Governing Council/ Governing Body, or meet them for official purpose, without the prior permission of the Head of the institution in writing etc..

1 (a) No employee of the society shall go to press, media and publicise any books and brochure etc. except concerning to his academic and research based publication without the prior permission of the concerned authorities

2 No employee shall seek employment outside the institution without the prior permission, in writing, of the Head of the institution.

No member of the teaching staff of the college is allowed to give private tuition or engage himself in private tuition classes.

3 Unless, in any particular case, it is otherwise distinctly provided, the employee's time is entirely at the disposal of the institution, and not with standing any regulations providing for overtime fees, he may be employed in any manner required by proper authority for the purpose of the institution, without claim for additional remuneration.

4 An employee may be required to work not only in the institution but also in any other institutions affiliated to it.

5 Urgent work cannot be postponed because of holidays or for other reasons.

6 Every employee must attend office punctually, when an employee has attended office late after the expiry of the grace period of ten minutes from the appointed time of

commencement of office but before 2.00 p.m. he shall forfeit casual leave for half-a-day on each day of such late attendance. If however, the employee concerned has no casual leave at his credit, he shall forfeit a days earned leave or any other kind of leave due and admissible to him for each day of such late attendance.

Where a day's duty of employees is divided into two parts, unauthorized absence for any one part shall entail forfeiture of half a days pay and allowance.

- 7 No employee shall be a member of any political party or stand for elections to any legislative bodies and any other bodies etc. without prior permission of the management
- 7(a) No employee shall stand for any elections concerning H.K.E. Society. No employee shall participate in any manner in H.K.E. Society's Elections except exercising the right to vote in case he/she is a member.
- 8 No employee shall either during his employment in the institution/ college or after his termination, disclose or divulge to any person whomsoever any information relating to the institution which he may become possessed of while in the service of the institution except when compelled to do so by a competent court of law.
- 9 An employee who is detained in custody on a criminal charge, he shall be kept under suspension with immediate effect. If he is convicted, his services shall be deemed to have been terminated.
- 10 The Head of the institution or where the appointing authority is higher than the Head of the Institution such authority, may give incentive awards, not exceeding three months basic pay, to an employee for the following :
- i) Extra-ordinary originality, imagination or brilliance which significantly enhances the efficiency of the institutions.
  - ii) Rare devotion to duty deserving recognition in a special way.

iii) Suggestions for reduction of expenditure without affecting efficiency.

Such awards shall be made on the recommendation of a suitable committee constituted by the appointing authority for the purpose.

- 11 Holiday means leave from ordinary routine work but urgent work will not be postponed on account of holidays and no employee of the institution shall leave office without the previous permission of the Head of the institution. For this purpose, an employee should reside within the Municipal limit or the limits defined by the council/ Governing Body and Whenever he goes beyond these limits, however short the period may be, he must take the prior permission of the concerned authority.
- 12 An employee is liable to be transferred from one institution to another institution of the society on the same salary or a higher salary but not a lower salary except it be (a) by way of punishment (b) at the employees written request provided the nature of duties will conform with the terms of appointment.
- 13 Any employee or a probationer seeking employment elsewhere shall either send his application through the Head of the Department who will forward the same through the appointing authority concerned or obtain prior permission of the appointing authority concerned in writing for sending the applications direct within the specified time. If, at any time, it comes to the notice of the Management of the institution that any employee or probationer has applied for a job elsewhere otherwise than as above, the Management shall be at liberty to terminate his services at any time thereafter without giving any notice or any pay in- lieu thereof. This termination of service will not take away the power of the Management to take disciplinary action against the person violating this rule.
- 14 An employee is liable to be entrusted with any other duties in addition to his normal duties by the management wherever such additional duties are necessary to be entrusted in the interest of the society.

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

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

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

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

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

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

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

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

**15.5 IDENTIFICATION CARD:** Every employee will be provided with an identification card and he shall show it on demand to any person authorized by the management for inspection. When an employee ceases to be in the employment of the Institutions/hospital, he shall surrender his identification card to the management before his accounts are settled. If an employee loses or damages his identification card during his service, he shall pay a fee as prescribed by the management from time to time to meet the cost of replacement.

- 15.6 ENTRY AND EXIST: No** employee shall enter or leave the premises of the Institutions/hospital or any department except by the gate or gates, door or doors provided for the purpose.
- 15.7 LIABILITY FOR SEARCH:** Employees are liable to be searched by any person authorized by the management at any time, and also while entering or leaving the premises of the Institutions/hospital provided that the women employees shall be searched only by women. If, acting without malice, any member of the management suspects that any employee is in wrongful possession not belonging to him, he can detain such an employee for search provided that the search shall not be made except in the presence of at least one person where practicable, and that women employee shall not be searched by or in the presence of men except with their consent, Quarters, accommodation and such other facilities provided by the Institutions/hospital are also liable to be searched in the presence of the employee concerned. Where the employee is absent or refuses to be present at the search, the search may be made in the presence of two witnesses.
- 15.8 UNAUTHORISED POSSESSION OF GOODS ETC.** Any employee found in unauthorized possession of any goods, equipment, implants, articles, materials etc., which are in use in the Institutions/hospital or kept in stock in the Institutions/hospital and are not normally carried on the person will be deemed to have come into possession of such goods etc., by improper means. The management may confiscate such goods etc., and such unauthorized possession may attract disciplinary as well as any other action as deemed fit by the Management

## CHAPTER : XVI

### **16. SEXUAL HARASSMENT - POLICY :**

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

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

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

16.2.2 When unwelcome sexual advances and verbal, nonverbal, or physical conduct such as loaded comments, remarks or jokes, letters, phone calls, objectionable SMS or MMS or e-mail, gestures, showing of pornography, lurid stares, physical contact or molestation, stalking, sounds or display

of a derogatory nature, have the purpose or effect of interfering with an individual's performance or of creating an intimidating, hostile or offensive Institution environment;

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

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

**16.3 CONSTITUTION OF COMMITTEE AND TO PREVENT AND DEAL WITH SEXUAL HARASSMENT:** The Institution shall establish a committee to deal with sexual harassment. The committee shall consist of three members. One female member to act as Chairman of the committee. The other two members will be one male and another female member. The term of the office of committee is for a period of two years and after the expiry of the said period the Institution shall reconstitute the committee. The names of the persons who are on the committee from time to time along with their contact telephone numbers and other details shall be displayed on the notice board of the Institution.

**16.4 POWERS AND DUTIES OF THE COMMITTEE :**

16.4.1 To ensure implementation of this policy.

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

16.4.3 To organize regular workshop and training programmes.

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

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



**16.5 GRIEVANCE PROCEDURE :**

- 16.5.1 Any employee will have a right to lodge a complaint concerning sexual harassment against an employee or an outsider with any of the members of the committee.
- 16.5.2 Such a complaint may be oral or in writing.
- 16.5.3 If the complaint is oral, the same shall be reduced in writing in detail by the committee member to whom the complaint is made.
- 16.5.4 The complainant will be afforded full confidentiality at this stage.
- 16.5.5 Immediately upon receipt of the complaint, and within not more than 2 working days, the Member of the committee to whom the complaint is made shall communicate the same to the chairperson of the committee.
- 16.5.6 Within a period of 5 working days from the date of such communication, the chairperson shall convene a meeting of the committee.
- 16.5.7 The committee shall examine the complaint and shall undertake investigation of the complaint after giving opportunities to the complainant to present his/her case and the accused to give his/her version. The committee may examine witness from both the sides and the other side will have opportunity of cross-examine the witness. Documents if any produced by the parties may be taken on record. The committee after completion of investigation may submit its report to the HRD for further necessary action in the matter.

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

- 16.7 CONSEQUENCE OF COMPLAINT BEING PROVED :** In the event allegations made in the complaint are proved against the employee, it will be taken as proved misconduct and the competent authority may impose any or the punishment as envisaged in the policy on disciplinary process. No need to conduct separate enquiry in the matter. Action shall be taken on the basis of the findings of the committee. However, before imposing any punishment, the employee shall be given a copy of the findings of the committee and he shall be called upon to show cause against the proposed punishment.
- 16.8 OBLIGATIONS OF THE MANAGEMENT :** The Management of the Institution shall provide all necessary assistance for the purpose of ensuring full effective and speedy implementation of this policy. Management shall be bound by the decision of the committee constituted as above and shall implement such decisions in an expeditious manner.
- 16.9 THIRD PARTY HARASSMENT :** In case of third party Sexual Harassment the committee will actively assist and provide all its resources to the complainant in pursuing the complaint and ensure his/her safety at least in the Institution's premises.
- 16.10 SAVINGS :** The proceedings under this policy shall not be stalled or postponed merely because the complainant is proceeding against the accused under any other provision of civil or criminal law. The provisions of this policy shall not restrict the power of Institution or complainant to proceed against the alleged offender for any other misconduct or to pursue the criminal or civil remedies.

## CHAPER - XVII

### **17.0 SERVICE OF NOTICE :**

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

for any reason, a copy thereof shall be displayed on the notice board, and such display shall be deemed to be adequate service of communication, letter or notice on the employee.

17.4

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

## CHAPTER - XVIII

### **18. TRAVEL EXPENSE REIMBURSEMENT & DAILY ALLOWANCE :**

- 18.1 Reimbursement of travel expenses including accommodation charges & Daily Allowance is granted in accordance with the rules laid down by the Governing Council from time to time.
- 18.2 Subject to limits prescribed in the schedules appended below, reimbursement of travel expenses shall include the following:
  - 18.2.1 Actual cost of ticket or fare paid for the journey within the permitted mode of travel.
  - 18.2.2 Accommodation charges, if any within the prescribed limit.
  - 18.2.3 Daily allowance as applicable.
- 18.3 An upgrade in the mode / class of travel is permissible only when authorized by the Principal of the Institution or the President of the Governing Council.
- 18.4 The Governing Council reserves the right to arrange or prescribe travel and accommodation of its choice for any class of employees while they are on authorized itinerary. When travel or accommodation is not provide, actual travel expenses /actual room rent within the range prescribed below in the schedule is admissible, subject to production of original bills.

- 18.5 Traveling on official duty must be undertaken by the cheapest mode of conveyance and by the shortest routes.
- 18.6 Airfare will be reimbursed only against production of receipts / used passenger coupons / tickets and not against the bills of travel agents.
- 18.7 When an employee is required to cancel his/her journey, the difference between the fare actually paid by him/her including reservation charges, if any, and the amount refunded by the transport authority on such cancellation may be reimbursed subject to the following conditions:
- 18.7.1 The cancellation of the journey is due to exigencies of work and the President / Head of the Institution has authorized such cancellation.
- 18.7.2 The claim for reimbursement is restricted to the amount admissible had the journey been made by the shortest route.
- 18.7.3 The claim for reimbursement shall be in respect of the amount actually paid by the employee for the travel ticket inclusive of reservation and charges, if any proof of payment and refund shall be enclosed to the claim.
- 18.7.4 The cancellation has been made by the employee without any loss of time and the advantage of lower rates of cancellation has been availed of.
- 18.8 Once an approval has been obtained by an employee from the President/Governing Body or the head of the Institution for a specific travel, the cancellation of the same will not entitle him/her to adjust the same approval towards any other travel, separate approval has to be obtained from the President / Head of the Institution for each travel (Authority / condition of granting approval are provided in the schedule given below).
- 18.9 Traveling advances may be paid to employees at their request in writing and the advance shall not be more than the approximate expenses likely to be incurred on performing the journey, if claimed. If the advance taken

exceeds the claim amount when the bill is submitted, the balance shall be credited to the President / Governing Body, forthwith.

- 18.10 Daily allowance is admissible from the time of commencement of the journey till the time of return to the usual place of work.
- 18.11 Daily allowance is granted while on travel to defray the cost of meals, refreshments, local conveyance, room rents, laundry charges and other incidental expenses. Therefore, these expenses are not separately reimbursed. However, in certain cases if any abnormal expenditure is incurred due to official exigencies under any of the heads, such expenditure can be reimbursed provided that such expenditure is claimed separately and is approved by the President / Governing Council.
- 18.12 When cost of meals and refreshments are included in the room rent of the hotel or included in the package (such as registration fee for a conference) or otherwise borne by the Institution, the entitlement to daily allowance will be restricted to 50%.
- 18.13 No daily allowance is admissible during the period when an employee goes on leave while on official itinerary.
- 18.14 A claim is settled on the basis of the information available the dates of admitting claim for reimbursement. Revision of a claim for daily allowance once admitted is not permissible. Accordingly, no arrears of daily allowance is payable where an employee is promoted or reverted or is otherwise granted an increase in the basic pay or a change in the scale is made with retrospective effect.
- 18.15 All T.A./D.A. bills of staff members shall be approved by the head of the Governing Body / Institution. However, if any claim is not within the permitted guidelines, then such claims shall be forwarded to the office of the Institution for approval by the President / Governing Council.
- 18.16 Following claims for T.A. / D.A. shall be approved by the President / Governing Body only:

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

## CHAPER - XIX

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