

SRI KRISHNADEVARAYA EDUCATIONAL TRUST

Visvesvaraya Block, Bangalore Palace,
Jayamahar Road,
BANGALORE - 560 006

SERVICE & CONDUCT RULES

APPLICABLE TO THE STAFF OF
SIR M. VISVESVARAYA
INSTITUTE OF TECHNOLOGY
KRISHNADEVARAYA COLLEGE OF
DENTAL SCIENCES AND HOSPITAL

Krishnadevarayanagar, Hunasamaranahalli,
International Airport Road,
BANGALORE - 562 157.

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Jayamahal Road, Bangalore – 560006.

SERVICE & CONDUCT RULES

GENERAL

1. These rules will be called “Sri Krishnadevaraya Educational Trust Service & Conduct Rules” and shall come into force with effect from
2. Unless otherwise exempted, the rules will apply to every employee of the Trust.
3. These rules are subject to modification by the Trust as determined from time to time.
4. All approvals / sanctions / appointments / terminations/transfers and any other act involving change in conditions of service of any employee, permanent or otherwise and having financial implications, will be done by the Trust only, who may however delegate any such act to the Secretary or Head of the Institution as deemed fit.

DEFINITIONS

- a. “Academic year” means the year beginning on such date as the State Government, University or the prescribed authorities by notification, specify with respect to the institution.
- b. “Appointed on Probation” means an employee who is appointed on probation and on the successful completion of which the management may confirm the employee in the post. The management may extend the probation or terminate the service of the employee at the end of the probation without assigning any reason whatsoever.

“Appointed on officiating basis” means an appointment for a specific period of time.
- c. “Appointing Authority” in relation to an employee under these rules means the Trust represented by the Secretary of the Trust.
- d. “Calendar year” means the period commencing from 1st day of January of the year and ending on the 31st day of December of the same year.
- e. “College” means “Sir M.Visvesvaraya Institute of Technology” or “Krishnadevaraya College of Dental Sciences” or any unit established or taken over under it.

- f. "Competent Authority" means and includes Secretary, Office Bearers, Trustees, the Governing Council or any other authority who is empowered and vested with such powers for specific purposes by the above.
- g. "Continuous Service" means service of an employee which occurs without any break for any reason whatsoever, during the entire tenure of such service.
- h. "Contract Employee" means a person appointed to work on contract for a specific period and on specific terms and conditions of appointment.
- i. "Disciplinary Authority" means and includes the appointing authority, the Trust, the President, the Secretary, the Head of institution and any such authority empowered by a resolution of the Board of Trustees in this behalf and vested with powers to suspend, initiate disciplinary action and impose any of the penalties listed in these rules and such other matters related to disciplinary action.
- j. "Emoluments" means the aggregate of salary including dearness allowance and such other allowances by whatever name called, drawn by

- an employee except reimbursement made towards house rent, conveyance etc.,
- k. "Employer" means and includes the Trust or any other authority so notified by the competent authority for specific purposes.
- l. "Family" means and includes the legal wedded spouse of the employee (if the spouse also not an employee of the trust) two dependent children (the first two issues only) and dependent parents of the employee (but shall not include the legally separated spouse).
- m. "Financial Year" means the period commencing from the 1st day of April of a year and ending with 31st March of the succeeding year.
- n. "Head of the Institution" means the Principal of the concerned institution managed and run by the Trust.
- o. "Institution" means and includes Sri Krishnadevaraya Educational Trust and all educational institutions and establishments attached to those educational institutions established, managed and run by the Trust and includes the following :

1. Sir M. Visvesvaraya Institute of Technology
 2. Krishnadevaraya College of Dental Sciences.
- p. "Management" means and includes the Board of Trustees, the President, the Secretary, other Office Bearers, the Trustees and any other person empowered and vested with the authority of managing the affairs of the institution.
- q. "Non-teaching staff member" means a staff member appointed purely for administrative, clerical or unskilled jobs and shall not include a staff member who is either handling teaching work load or is drawing salary as per the teaching scales of pay.
- r. "Non-teaching technical staff member" means a staff member appointed in the laboratory or research and development sections of the departments of the institution to instruct and assist in laboratory classes and in research and in any other activities of the Institution.
- s. "Salary" means the aggregate of basic pay and dearness allowance only and does not include any other allowance.
- t. "Service" means service in Sir M.Visvesvaraya Institute of Technology and Krishnadevaraya

College of Dental Sciences in whatever capacity that includes the period from the date of joining the institution under the regular rolls till the cessation of employment.

- u. "Trust" means Sri Krishnadevaraya Educational Trust consisting of Board of Trustees, Office Bearers (President, Vice-President, Secretary and Treasurer).
- v. "Trustee" means any of the trustees of Sri Krishnadevaraya Educational Trust.
- w. "Teaching Staff" means a staff member appointed for the purpose of teaching or training students in various disciplines and shall also include the Head of the Institution.
- x. "Vacation Dept." means the department or a part of the department to which regular vacations are admissible.
- y. "Week" means a period of seven continuous days commencing on the first day after the weekly holiday.

CHAPTER - I

Service Rules - Application and Implementation

5. Application

- a. These rules shall apply to the Academic, Administrative, Technical, Ministerial and Non-technical employees of the Trust.
- b. These rules shall apply to such other persons to whom, they may be made applicable by the competent authority and subject to such other conditions as the said authority may decide to impose.

6. Power to implement Service Rules

The Trust shall be the Appointing Authority and the disciplinary authority under these Service & Conduct Rules. The Trust may delegate its authority to such other authority/committee/person or persons for these purposes from time to time as deemed fit.

7. Power to amend/modify/relax Service Rules

The Trust at any time issue such directions/guidelines to modify, revoke, suspend or change any/all of these rules as deemed fit for the smooth running of the institution.

8. Interpretation of the Service Rules

The Trust shall be the final authority with regard to application or interpretation of these rules and whose decision among matters hereunder shall be final and binding on all concerned.

CHAPTER – II

Recruitment and Service conditions

9. All appointments whether temporary, permanent, part-time or on contract or casual shall be made by the Trust or person/s authorized by the Trust.
10. Any employee appointed to work in these institution shall work under the administrative control of the Principal of the institution.
11. Every employee shall devote himself fully to the work of the institution unless permitted to do otherwise.
12. Every employee shall be present in sphere of duties entrusted and attend to the duties sincerely and faithfully to the satisfaction of their superiors.
13. The Head of the Institution shall be responsible for the proper, efficient administration and functioning as also for maintaining peace and discipline thereof. They shall work under the Head of the Institution and assist him by extending their full cooperation in the day to day administration.

All members of the teaching staff shall work under the instructions of the concerned Head of the Departments and Head of the Institution. Their job responsibilities will include teaching, laboratory

instructions, student assessment and evaluation, R & D related activities, developing laboratories, assisting in departmental administration, assisting in conducting university examinations and other curricular/co-curricular activities connected to the departments and the institution.

14. Staff members working in the departments/sections of security, maintenance, hostels and transportation would be deemed to be performing essential services. These staff members may be called upon to work on Sundays/public holidays, based on the requirement in the campus or elsewhere. The Trust/Principal has the right to decide and order any department/section to be of essential services.

15. Scales of pay and allowances

- a. The Trust shall decide the scale of pay in respect of its employees.
- b. The Trust shall determine and sanction from time to time, the allowances to be paid to the employees and the rates thereof in accordance with the policy and guidelines of the trust.

16. Recruitment

- a. The Trust is the sole appointing authority in respect of recruitment of any employee of the institution.

- b. As and when vacancies arise, as determined by the trust in consultation with the institution, the same would be filled up by promotion or fresh appointment.
- c. No person shall be appointed to any post unless he/she has completed 18 years of age on the date of appointment.

17. Recruitment Policy

- a. Any vacancy in the institution shall be brought to the notice of the Trust, in writing, by the head of the institution before the proposal is made to appoint against the vacancy. The reasons for the vacancy should be given i.e. whether it is due to the resignation, retirement of an existing staff member or whether it is newly created vacancy. It is also to be stated whether the vacancy is a permanent or temporary vacancy.
- b. Only after written concurrence is obtained from the Trust, steps may be taken for recruitment of candidates.
- c. Recruitment shall be made only after conducting a test/interview. An interview committee shall be constituted for the purpose of interviewing candidates. The committee shall comprise of the following members.

For teaching posts :

- i. Academic / Selection Committee
- ii. Head of the institution
- iii. Head of the Department Concerned
- iv. External expert, if necessary

For non-Teaching Staff :

- i. Academic / Selection Committee
- ii. Head of the institution
- iii. Head of the department concerned

All interviews/appointments shall be made only with the prior approval of the Trust. The office of the Trust shall be the nodal agency in respect of all recruitment. The procedures shall be laid down from time to time as determined by the Trust.

18. Classification of Employees

Employees in the institution will be classified as under :

- a. Permanent Employee
- b. Probationary Employee
- c. Temporary Employee
- d. Contractual Employee
- e. Casual Employee

- a. A "Permanent employee" is one who has completed specified period of probation including any extension thereof satisfactorily and has been confirmed in the services of the institution, as evidenced by a letter of confirmation issued by the competent authority.
- b. "A probationary employee" is one who is so employed and whose employment is not confirmed.
- c. A "Temporary employee" is one who is not a permanent employee and is appointed to do such work which is essentially temporary in nature and/or engaged for a short period of time.
- d. A "Contractual employee" is one who is appointed to work on contract for a specific period and on such terms and conditions as determined by the contract.
- e. A "Casual employee" is one who is appointed on a day to day basis for such work which is of a casual nature and occasioned by exigencies.

19. Service Register

- a. A record of service of each employee shall be maintained by competent authority in the

prescribed form from the date of his/her appointment in the institution. It must be kept in the custody of the office of the Head of the Institution.

- b. Every step in an employee's official life including the temporary and officiating promotions of all kinds, the date on which the period of probation is satisfactorily completed, increments, leave of absence, confidential reports, misappropriation of funds, disciplinary actions taken should be regularly and concurrently recorded in the service register. Each entry should be duly verified with reference to the office orders, pay bills, leave records, and attested by the Head of the Institution or any other officer authorized by him. Attestation should be made in respect of the Principal by the immediate superior.
- c. There should be no erasure or overwriting and all corrections should be neatly made and properly attested. Any additional qualifications acquired, achievements reached, special test or examinations passed by the employee should be entered in the service register together with a reference to the number and date of the notification.

- d. Copies of all orders regarding reduction to a lower post, dismissal, removal, suspension or other penalty should be filed with service file and also be recorded briefly in the service register of the concerned employee.
- e. The entries in the leave accounts should be attested by the Head of the Institution or any officer nominated by him.
- f. The date of birth should be verified with reference to the documentary evidence and a certificate recorded to that effect stating the nature of document relied on. It should be entered both in figures and words in the appropriate column of the service register. The date of birth once entered in the service register and signed by the employee, the employee will not be entitled to ask for any change or correction under any circumstances. However, the institution may correct it if the entry made is found to be incorrect, provided no such correction will be made without giving an opportunity to the employee to be heard in that regard.
- g. The entries in the service register should be verified annually and the Head of the institution after satisfying himself/herself about the correctness of the entries made therein should record a certificate to that effect.

- h. Finger prints of the employee should be recorded in the column "Personal marks of identification" in the service register itself in case of an employee who is not a literate.
- i. It shall be the duty of the Head of the Institution to initiate action and show the service register to the employees and obtain their signature as a token of their having inspected the service register.
- j. The service register should not be returned to the employee after retirement, resignation or discharge from service. When the service of an employee is terminated by removal or dismissal or after probation, his service register should be retained for a period of 10 years or until his/her death, whichever is earlier, after which it may be destroyed.

20. Appointment of staff members

- a. **Appointment against temporary/leave vacancy :**
 - i. Appointment of teaching staff may be made against temporary vacancy arising for a specific period of time or against the leave vacancy of an existing staff member.

Such appointments shall cease upon the efflux of the time for which they are made. Any temporary appointment of teaching staff may be terminated at any time by the competent authority without notice or payment in lieu thereof and without assigning any reason whatsoever.

- ii. Non-teaching staff members may be appointed on a temporary basis for an initial period of one year on a consolidated salary. Such temporary service may be either extended or terminated at the discretion of the Head of the Institution with the prior approval of the Trust. Every appointment, whether temporary or permanent or any extension thereof shall stand terminated upon the expiry of the period of first appointment, unless continued thereafter in clear written terms. Any temporary appointment of non-teaching staff may be terminated at any time by the competent authority without notice or payment in lieu thereof and without assigning reason whatsoever.

b. Appointment on Probation :

- i. All appointments of the teaching staff against permanent vacancy shall begin with a probation

of two years, which may be extended or terminated as the case may be. In exceptional cases, the period of probation may be dispensed with at the discretion of the competent authority.

- ii. Non-teaching staff on temporary service may be placed on probation upon rendering satisfactory service, such probation either leading to confirmation or termination of service, as the case may be.
- iii. A probationer appointed at the initial or higher stage of a time scale may draw increments that fall due during the prescribed period of probation. He/she shall not however, draw any increments after the expiry of such period of probation unless the probationary period has been extended for a further period or his/her service has been confirmed, by an order in writing.
- iv. No probationer shall be entitled to claim any privilege in respect of the period of probation or claim any compensation, in case the competent authority decides to dispense with his/her service at any time before the probation period is completed.

- v. Services of an employee on probation can be terminated during the period of probation with one month's. However, the members of teaching staff shall not ordinarily resign from their posts during the session/semester of a course.
- vi. Services of an employee on probation is deemed to be dismissed at the end of probationary period unless the services are confirmed or probationary period is extended by an order in writing.

c. Confirmation of Services :

An employee appointed temporarily or on probation shall continue to do so until his services are confirmed by a letter in writing and not upon expiry of the date of the first appointment. The services of an employee so appointed may be terminated at any time either before or after completion of the period of temporary appointment or on probation, if the same is found to be not satisfactory.

d. Appointment on contract basis :

Any appointment beyond the age of superannuation shall generally be on contract. Such appointments be eligible only for a consolidated salary with no accrual of Provident Fund, Gratuity and other statutory terminal benefits.

21. Promotion Policy

- a. Promotions shall not be claimed as a matter of right by any employee.
- b. The promotion policy would depend upon the following parameters for promoting an employee to the next higher cadre :
 - i. Educational and professional qualifications.
 - ii. Performance in the existing grade.
 - iii. Seniority of the employee.
 - iv. Vacancy availability.
- c. Promotion of teaching faculty will be based on the availability of the post.
- d. All promotions shall be made by the Trust.
- e. Promotions shall be effected after due interview of eligible, shortlisted candidates by an interview committee comprising of the following members.
 - i. Selection / Academic Committee.
 - ii. Head of the Institution.
 - ii. Head of the department concerned.
 - iii. A subject expert (for teaching posts), if necessary.

- f. The interview committee shall send its report to the Trust for necessary action as deemed fit. All letters shall be issued by the Trust.
- g. All letters of appointments shall be issued by the Trust.

22. Transfer Policy

- a. Transfer being incidental to service, every staff member is liable for transfer/deputation for ensuring proper and effective functioning of various departments / institution / other external organizations as deemed necessary by the Management.
- b. The management may take action as deemed fit in the transfer / deputation of an employee from one department to another.
- c. Every employee under transfer shall forth-with report to the place of transfer after duly handing over the charge with all the files/ correspondence.

23. Increments

- a. Increments shall be sanctioned only after due recommendation of the Head of the Department and Head of the Institution. The date of joining duty shall be the date on which the increment is sanctioned on an annual basis.

- b. An increment shall be ordinarily drawn as matter of course unless it is withheld. An increment of an employee may be withheld by the competent authority if his/her conduct has not been good or his/her work has not been satisfactory. Before withholding an increment, the concerned employee shall be given a proper opportunity to be heard. In ordering the withholding of an increment, the withholding authority shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments.
- c. An employee who stagnates at the maximum of the time scales of pay applicable to the post held by him/her may be allowed five stagnation increments in the said scale of pay for a period of 5 years subject to rendering satisfactory record of service in the post held by him/her in the institution. Such stagnation increment is not automatic but should be approved by the competent authority.
- d. All duty in a post on a time scale of pay counts for increment in the time scale. The period of time spent on leave without pay and allowances does not count for increment.

- e. Additional increments may be sanctioned to employees who have acquired qualifications higher than the present one at the discretion of the Trust.
- f. When an employee working in the lower scale of pay is promoted or appointed at a higher post, such employee is eligible to draw the increment as per the original date of his or her increment.
- g. The annual increment date can be changed only if such a change is specifically mentioned in the order of promotion/revision in salary.

24. Hours of Work

- a. Subject to any statutory provisions, the working hours as applicable to employees in the institution shall be determined by the Institution, with one day weekly holiday, as determined hererunder with due approval of the Trust.
- b. Every employee shall work during the period prescribed above with necessary lunch break.
- c. More than one shift may be worked in any department at the discretion of the

management. Notice showing the shift will be displayed on the notice board. If more than one shift is worked, the employees are liable to be transferred from one shift to another.

25. Attendance

- a. All employees shall be in attendance on the commencement of working hours till the close thereof.
- b. Employees on shift duty/split hours/staggered hours shall work accordingly with corresponding rest intervals and weekly holidays.
- c. An employee on shift duty shall continue to be so until the arrival of the relief employee.
- d. All duty allotments shall be made by the Trust/ Head of the Institution keeping in mind demands of work therein.
- e. If an employee attends to his duties late not adhering to or violating scheduled entry and exit timings of Institution without proper permission, a day's casual leave and incase no casual leave at credit, earned leave shall be deducted for 3 such days of late attendance. If

there is no earned leave to the credit of the employee, one day's salary may be deducted for such late attendance and early exits.

26. Resignation, Retirement and Termination of Services

- a. All permanent employees may be relieved from their duties subject to 3 month notice from either side. Teaching staff may however be relieved only at the close of a term/semester so as not to jeopardise teaching.
- b. Temporary employees may be relieved with one month's notice from either side.
- c. The services of contract employee or one on probation may be terminated at the end of such period without any notice.
- d. The age of retirement/superannuation of Non-Teaching Staff will be 58 years and for Teaching staff it will be 60 years. The management may at its discretion extend the retirement age of any Teaching staff to beyond 60 years in case where the services of such employees are needed. It is open to the Trust to employ a retired person on contract basis for a specific period of time on such terms and conditions as may be determined by the Trust. It is also open to the Trust to renew the contract period

of appointment from time to time as may be expedient in the interest of the institution on terms and conditions determined by the Trust in each case.

- e. An employee may be compulsorily retired on grounds of poor health if determined accordingly by medical advice obtained by the Trust.
- f. Every employee, relieved as aforesaid, shall produce a No Due Certificate for settlement of all dues.

CHAPTER – III

LEAVE RULES

27. Types of Leave

Subject to the grant of leave being determined by the exigencies of work, employees are eligible for the following types of leave:

- a. Casual Leave
- b. Earned Leave
- c. Maternity Leave
- d. Study Leave

28. General

- a. No leave can be claimed as a matter of right by an employee. Discretion is reserved in the authority to grant leave, to refuse or to revoke grant of leave at any time according to exigencies of work. Leave can be availed only after getting it sanctioned.
- b. Leave is earned by duty. Part-time employees are not entitled to any kind of leave. Contract employees are entitled to only 15 days casual leave for one calendar year subject to other conditions laid down in rules 29 (a) to 29 (d).

- c. Any leave may generally be availed only after prior sanction from the competent authority, which may be revoked under exigencies. Where an employee is compelled to avail leave suddenly on account of sickness or unforeseen circumstances, such absence must be intimated within 24 hours followed by submission of a formal leave application.
- d. An employee on leave and desirous of extension of the same shall do so at least 3 days before expiry of the leave sanctioned first. The extended leave must also have due approval before being availed.
- e. An employee proceeding out of town on leave shall intimate the address for correspondence, if any, to enable the competent authority to communicate with him/her in case of need.
- f. No leave or extension of leave shall be deemed to have been granted unless an order to that effect is passed and communicated to the employee concerned.
- g. An employee may cancel whole or part of the leave applied and resume duty only after prior permission to do so is obtained from the competent authority.

- h. No employee who has submitted his/her letter of resignation will be permitted to avail any leave standing to his/her credit.

29. Casual Leave

- a. All full-time employees being vacation staff or otherwise are entitled to 15 days casual leave every year. Casual leave cannot be availed in excess of 3 days at a time.
- b. Casual Leave cannot be combined with other leave.
- c. During the first year of service, an employee shall be granted casual leave in proportionate to the period of service at the rate of one day for every completed service of one month, subject to a maximum of 12 days for the first year.
- d. If an employee is on casual leave and extends the leave by applying for other kinds of leave in continuation, the entire period of absence shall be treated as other kind of leave subject to admissibility, cancelling the casual leave already sanctioned.

30. Earned Leave

- a. Earned leave in respect of periods spent on duty may be granted to an employee.

- b. Earned leave is admissible to the employees as under :

- i. 10 days every calendar year for vacation staff.
- ii. 30 days every calendar year for non-vacation staff.
- iii. In respect of vacation staff, earned leave shall be credited to the leave account after completion of 6 months service as follows :
 - ☛ 5 days on 30th June.
 - ☛ 5 days on 31st December every year.

- c. Non-vacation staff shall be entitled to 2½ days earned leave for every completed month of service. Leave shall be credited as follows :

- i. 15 days on 30th June.
- ii. 15 days on 31st December every year.

- d. Vacation staff proceeding on earned leave should be on duty either on the last working day before vacation or on the reopening day, the absence on both days rendering the entire leave including vacation as one of unauthorized absence.

- e. An employee on earned leave shall be entitled to full emoluments for the period of leave.

- f. Earned leave shall not be taken for less than 5 days at a time. However, the employee shall give prior notice of atleast 7 days before availing the leave.
- g. Normally earned leave shall not be sanctioned to an employee during his/her initial 6 months of service except in extraordinary cases that necessitates grant of such leave.
- h. Earned leave can be accumulated to a total of 240 days and leave beyond 240 days shall automatically lapse.

31. Maternity Leave

Maternity leave with full pay and allowances shall be granted to married women employees for confinement subject to the following conditions :

- a. A women employee is entitled to avail 84 days full term maternity leave (inclusive pre-natal or post-natal leave), only twice during the entire service. Maternity leave is also admissible in case of miscarriage, in which case the leave shall not exceed 42 days.
- b. Maternity leave is not admissible to a married women having 2 or more living children.

- c. Necessary entries may be made in the service register so as to ensure that maternity leave is not sanctioned more than twice in the entire service of a women employee including the maternity leave sanctioned in case of a miscarriage.
- d. Maternity leave may be clubbed with other kinds of leave. Any leave in excess of 90 days may be availed only with sanction of the Trust, duly supported by medical advice.

32. Study Leave

The grant of study leave on full pay/partial pay/loss of pay to the permanent employee is at the entire discretion of the Trust and is subject to the following conditions:

- a. The course of study taken by the employee shall be an advanced course offered by a university and the course has a relevance to the department where the employee is working and the course will be useful to the institution. There should be an upgradation in qualification as required for academic purposes.
- b. The maximum number of staff that can be deputed for higher studies shall not exceed 10 % of the total teaching staff in a department.

- c. The period of study leave for taking any course of study is equal to the minimum period required to complete the course of study successfully at the first time plus journey period to and fro.
- d. When an employee is deputed for higher studies on loss of pay or on partial pay basis, then he may be permitted to adjust the leave at his credit prior to availing study leave. If however, he is deputed with full pay and allowances, then the entire period shall be treated as study leave with full pay. However, no earned leave will be earned during this period.
- e. The employee shall execute a bond on non-judicial stamp paper (as prescribed by the Government from time to time) to serve the institution after returning from study leave for a period as prescribed in the norms of Quality Improvement Programme applicable to the institution. On failure to rejoin or serve the institution for the period prescribed, he/she shall refund the entire salary drawn during the period of study leave and as damages pay a sum equivalent to the amount drawn by the employee as leave salary during the study leave along with the interest at 06% per annum. That

means the employee shall pay double the amount of leave salary drawn during the study period. In addition, he/she shall refund any fee or other payments made by the management on his/her behalf. The management has the discretion to increase/decrease or waive off full or part of the above compensation.

- f. An employee availing study leave on full pay and allowances is eligible for the benefit of periodical increments accruing to him/her in the applicable scale of pay. If the employee is deputed on partial pay, then the incremental benefit shall be given with effect only from the date of rejoining duty.

33. Authorities competent to grant leave

The Head of the Institution is empowered to sanction casual leave, earned leave upto 15 days to the employees working in the institution. The Trust will be the authority to sanction all other types of leave including Earned Leave beyond 15 days.

Leave in respect of Head of the Institution shall be sanctioned by the trust. Leave availed in excess of 05 days by Head of the Departments/Professors should be intimated to the Trust.

No permanent employee of the Trust may, while on leave, render service of any kind elsewhere. An employee on leave shall promptly rejoin duty upon expiry of the leave, overstaying being liable to loss of pay even though there may be adequate leave at credit. An employee on leave may be recalled to duty if exigencies of work so demand. An employee on leave on medical grounds shall furnish a fitness certificate upon return to work.

CHAPTER - IV

TRAVELLING AND DAILY ALLOWANCES

34. Reimbursement of travel expenses including accommodation charges and daily allowances is as fixed by the Trust from time to time.
 - a. Daily allowance is granted while on travel to defray the cost of meals, refreshments, local conveyance 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 Head, such expenditure can be reimbursed provided that such expenditure is claimed separately and is approved by the Trust.
 - b. When cost of meals and refreshments are included in the room rent of the hotel or included in the package (such as registration fees for a conference) or otherwise borne by the institution, the entitlement to daily allowance will be restricted to 50% of the eligible sum. No daily allowance is admissible during the period when an employee goes on leave while on official itinerary.

- c. All TA/DA bills of staff members shall be approved by the Head of the Institution. However, if any claim is not within the permitted guidelines, then the claim shall be forwarded to the Trust for approval.
- d. The Trust shall approve the following claims:
 - i. Travel by the Head of the Institution.
 - ii. Foreign travel of any staff.
 - iii. Participation in international/national conferences, seminars, workshops etc.,.
- e. If the staff gets reimbursement of the expenditure by any other agency for the journey undertaken by them, partly or fully, the claim amount shall be reduced by the amount reimbursed by other agency.
- f. 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 entitle the staff to claim reimbursement of expenditure.
- g. Each travel bill shall contain a brief tour report explaining the purpose for which the tour is undertaken.

- h. All TA/DA 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.

35. Norms for deputation of staff to Professional conferences/Seminars/workshops

- a. The consolidated annual budget provided for the college should be allocated to different departments depending on the size. While doing so, provision should be made to send atleast one member on deputation from each department.

However, the deputation shall be permitted only if he/she presents a paper at the conference. Details of departmentwise allocation should be sent to the Trust for information.

- b. All those presenting papers in National / International conferences/seminars etc., should produce the papers for scrutiny by a committee consisting of at least 3 members headed by the Principal. The other 2 members will be Dean and Head of the department. Once the committee approves the paper, the said proposal should be forwarded to the Trust for sanction.

- c. Whenever there is more than one author for a particular paper from the institute, only one will be eligible for deputation from the institute as an official delegate. Others, if they so desire, may be permitted to attend the conference at their own cost.
- d. Faculty members so deputed should submit a brief report of conference/seminar attended through the Head of the department to the Principal. One copy of the same should be submitted to the Trust office for records in their personal file. They are also required to give a brief presentation of the deliberations of the conferences/seminars to the departmental staff for their benefit. A copy/copies of proceedings received at the conference should be handed over to the college library.
- e. Reimbursement of expenses will be made only on claims which are supported by vouchers, receipts etc., and a certificate of attendance after handing over the proceedings copy to the library.

CHAPTER – V

TERMINAL BENEFITS

- 36. Provident Fund:** Employees are eligible for provident fund benefits as per the provisions of the "Employees Provident Funds and Miscellaneous Provisions Act 1952" and the scheme framed there under by the Government of India from time to time.

The employee is eligible for PF upto his monthly salary of Rs. 6,500/- only. Subsequently, if the salary increases to more than Rs. 6,500/-, then the calculation of PF will be only upto Rs. 6,500/-.

- 37. Gratuity :** Non-teaching Staff are eligible for gratuity benefits as per the provisions of "Payment of Gratuity Act 1972" and the rules framed thereunder.

38. Exceptions to the above benefits

- a. Employees who are on deputation from Government or Quasi Government are not eligible to become members of the above benefits. These employees will be governed by the rules as applicable to them in their parent department.
- b. Employees who are appointed on contract basis and who have crossed the age of superannuation will not be eligible for the above benefits.

CHAPTER - VI

CODE OF CONDUCT

General : Every employee of the institution shall be governed by the Code of Conduct as specified in this chapter and every such employee shall be liable for disciplinary action specified in these rules for the breach of any provisions of the Code of Conduct.

39. Code of Conduct Rules

- a. An employee shall at all times
 - i. maintain absolute integrity and devotion to duty,
 - ii. do nothing which is unbecoming of an employee of an educational institution.
- b. An employee shall
 - i. be punctual in attendance in respect of his work and any other work connected with the duties assigned to him by the Head of the Institution/Trust;
 - ii. abide by the rules and regulations of the Trust/Institution and show due respect to the constituted authority.
- c. No employee shall

- i. knowingly or willfully neglect his or her duties;
- ii. propagate communal or sectarian outlook or incite or allow any student or colleague to indulge in sectarian or communal activity;
- iii. discriminate against any person on the ground of caste, creed, language, place of origin, social and cultural background or any of them;
- iv. indulge in, or encourage, any form of malpractice connected with examination or any other institutional activity;
- v. make any sustained neglect in correcting the assignment done by the students of the institution;
- vi. while being on duty at the institution unauthorisedly absent himself/herself, except with the prior permission of the superiors, from the duties of the institution;
- vii. remain unauthorisedly absent from the institution without leave or without the prior permission of the Head of the institution;

- viii. behave in a manner unbecoming of a member of the staff of the institution;
- ix. engage in giving private tuition except with the written approval from the Head of the institution;
- x. prepare or publish any book or assist, whether directly or indirectly, in their publication without the prior permission from the competent authority;
- xi. enter into any monetary transactions with any colleague or outsiders or agencies nor shall exploit his/her influence for personal benefits nor shall conduct his/her personal matters in such a manner that he/she has to incur a debt beyond his/her means to repay;
- xii. act as an agent for any company/corporation and use his/her official position in the institution for gaining any monetary benefits for self or for others;
- xiii. accept or permit any member of his/her family or any other person acting on his/her behalf to accept, any gift from any sources by virtue of his/her position in the institution;

- xiv. cause or incite any other person to cause any damage to institution property;
- xv. behave or encourage or incite any student, colleague or other employees to behave in a rowdy or disorderly manner in the institution premises;
- xvi. indulge in any violence or any conduct which involves moral turpitude;
- xvii. indulge in any misbehaviour or cruelty towards any visitors, students, teachers or other employee of the institution;
- xviii. organize or attend any meeting except where he/she is required or permitted by the Trust/Head of the institution to do so;
- xix. be a member of, or be otherwise associated with any political party or any organization which had taken part in politics nor shall take part in, subscribe in aid of, or assist in any other manner, any political movement or activity, unless with a specific permission of the Trust;
- xx. canvas or otherwise interfere with or use his/her influence in connection with or take part in elections of any kind without the specific permission of the Trust;

- xxi. join, or continue to be a member of an association, the objects or activities of which are prejudicial to the interest of the sovereignty and integrity of India or public order or modesty;
- xxii. resort to or in any way instigate, incite or abet any form of strike by any member of staff;
- xxiii. bring or attempt to bring any political or other influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service under the management;
- xxiv. except with the previous permission of the management, engage directly or indirectly in any trade or business or negotiate for or undertake any other employment.

The breach of any condition specified above shall be deemed to be a breach of the Code of Conduct.

39A. Performance Appraisal

An open, transparent and objective performance appraisal system comprising of self-appraisal, student evaluation and peer evaluation will be in place from time to time.

CHAPTER – VII

DISCIPLINE AND DISCIPLINARY ACTION

40. DISCIPLINE

A. General:

- i. Every employee shall at all times take suitable steps to ensure and protect the interest of the Trust/Institution and discharge his/her duties with utmost integrity, honesty, devotion and diligence and do nothing which is unbecoming of an employee of the Institution.
- ii. Every employee shall maintain good conduct and discipline and show courtesy and attention to all persons in all transactions and negotiations and shall carry out lawful and reasonable orders of his/her superiors.
- iii. Every employee shall behave with the students of the institution, other employees of the institution and the general public in a manner worthy of their position in the institution and consistent with the dignity of the Trust/Institution.

- iv. Every employee shall take all possible steps to ensure integrity and devotion to duty of all persons for the time being under his/her control and authority.
- v. Every employee shall attend to office punctually, decently dressed and shall discharge his/her duties faithfully, obediently and diligently
- vi. Every employee shall mark his/her attendance in the register/electronics attendance meter (both inward and outward).
- vii. Every employee shall be deemed to have knowledge of all the rules, regulations, directions and instructions issued by the management from time to time for transacting the assigned works of the institution and for administration of the institution and in particular shall be deemed to have complete knowledge of all the guidelines and shall strictly conform to and abide by such rules, regulations, directions and instructions including its rules. Ignorance of the rules shall not be an excuse for any lapse.

B. Observance of Confidentiality :

Every employee shall be bound to maintain strict confidentiality with regard to all office works and shall not disclose the same to any one without written prior permission of the management or in obedience to order of any court of law.

C. Acceptance of outside jobs :

No employee shall seek, solicit or accept any outside employment or office including service in the armed forces whether honorary or otherwise and whether full-time or part-time without the written permission of the management.

D. Engaging in trade or business :

No person shall directly or indirectly engage in any trade or business including LIC, NSC's etc., outside the scope of employment without the written permission of the Trust.

E. Seeking to influence :

No employee shall bring or attempt to bring any influence from any source to bear upon any superior authority to further his/her

interest in respect of matters pertaining to his/her service in the institution.

F. Absence from duty :

- i. No employee shall absent himself/herself from duty or be late in attending office without having first obtained the permission in writing of the competent authority or his/her superior officers.
- ii. Provided that in case of inevitable circumstances where availing prior permission is not possible or is difficult, such permission may be obtained later subject to the satisfaction of the competent authority or his/her superiors when such permission could not have been obtained
- iii. No employee shall ordinarily absent himself/herself for reasons of sickness or accident without submitting a proper medical certificate.

G. Consumption of intoxicating drinks, drugs and tobacco products, playing cards & gambling :

An employee shall not be under influence of any intoxicating drink or drug during the course

of his/her duty and shall also take due care that the performance of his/her duties at any time is not affected in any way by the influence of such drink/drug. The use of tobacco or tobacco related products, consumption of alcohol, playing cards and gambling are also not permitted during duty hours and non duty hours or holidays in the campus.

H. Acts of Misconduct :

Breach of any of these rules shall be deemed to constitute an act of misconduct punishable under the provisions of the Sri Krishnadevaraya Educational Trust Service and Conduct Rules.

An act of misconduct includes any of the following acts of commission and omission on the part of an employee.

- a. Dereliction of duty.
- b. Negligence in the performance of duty.
- c. Willful insubordination or disobedience of lawful and reasonable orders of superiors.
- d. Engaging in any trade or profession falling outside the scope of the duties allotted by the management, except with the prior permission of the Trust.

- e. Absence without leave or overstaying sanctioned leave without sufficient grounds.
- f. Late or irregular attendance.
- g. Not-marking attendance in the registers/ electronics attendance meter.
- h. Sleeping while on duty.
- i. Being away from place of duty without any authorization.
- j. Habitual late attendance.
- k. Habitual breach of any rule, regulations or work norms prevalent in the Trust/Institution.
- l. Committing nuisance in the premises of the institution.
- m. Any act of immorality and/or commission of any act punishable by a court of law, within the premises of the institution.
- n. Doing any act prejudicial to the interest of the Trust/Institution or gross negligence or negligence involving or likely to involve the institution in serious loss.

- o. Drunkenness or riotous or disorderly or indecent behaviour on the premises of the institution.
- p. Unauthorized disclosure of information regarding the affairs of the Trust/Institution which is confidential/or disclosure of which is likely to be prejudicial to the interest of the Trust/Institution.
- q. Engaging in any trade, profession or business falling outside the scope of his/her duties except with the prior written permission of the trust.
- r. Withholding of any information regarding any changes that affect the employee from time of joining duty such as change of address, marital status, dependency etc.
- s. Willful damage or attempt to cause damage to the property or the name of the Trust/Institution.
- t. Willful slowing down in performance of work.
- u. Any malpractice committed in the conduct of University or Institutional examinations.
- v. Rendering assistance for committing malpractice in University or Institutional examinations by the students.

- w. Refusal to execute the assigned work or to obey orders of transfer or change in posting.
- x. Refusal to offer himself/herself for interrogation by the employer or any person from the management.
- y. Refusal to acknowledge any communication from the management.
- z. Refusal to sign any documents, forms or registers kept or maintained for the purpose of recording routine matters.
- aa. Taking away any item or article belonging to the Trust/Institution or any such pilferage.
- bb. Tampering with the records, attendance registers of the institution.
- cc. Failing to show proper consideration, courtesy or attention towards superiors, students, guests or other employees of the institution or unsatisfactory behaviour while on duty.
- dd. Misappropriation of money/funds belonging to the Institution/Trust.
- ee. Wasteful or negligent practices in the use of property of the Institution/Trust.

- ff. Incurring debts to an extent considered by the management as excessive.
- gg. Abetment or instigation of any acts or functions mentioned above.
- hh. Canvassing or otherwise interfering with or using his/her influence in connection with or taking part in elections of any kind without the specific permission of the Trust.
- ii. Sexual harassment in the form of physical contact or advances, demanding sexual favours, pornography or any other unwelcome physical, verbal or nonverbal conducts of sexual nature.
- jj. Doing any act prejudicial to the interest of the institution or gross negligence involving or likely to involve the institution/management in serious loss.
- kk. Breach of any rule, regulation, direction or instructions issued by his/her superiors from time to time including breach of any of the above rules.
- ll. Any other acts determined by the Trust/competent authority as misconduct from time to time.
- mm. Any other act subversive of discipline.

I. Constitution of a Committee to look into the complaint of Sexual Harassment:

The management shall constitute a committee of not less than 3 persons to enquire the complaints received from the women employees in this regard under clause 40 H (ii) of these rules. Such committee shall be headed by a woman and action taken on the report/recommendation of the committee shall be minuted separately and report to be submitted to the Management.

41. DISCIPLINARY ACTION

a. Any employee found guilty of any misconduct may be punished by awarding any of the following penalties after taking into consideration the gravity of the case:

1. Dismissal from service, which shall ordinarily be a disqualification for future employment.
2. Discharge/removal from service, which shall not be a disqualification for future employment.
3. Suspension from service for a period not exceeding four days without salary and allowances.

4. Reduction to a lower grade or post or a lower stage in a time scale.
5. Stoppage of one or more increments with or without cumulative effect.
6. Censure or Warning
7. Have an adverse remark entered against him/her in his/her personal file/service register.
8. Withholding promotion.
9. Fine or recovery from pay or such other amount as may be due from him/her as whole or part of the pecuniary loss caused to the institution/management by negligence or breach of orders.

Explanation: For the purpose of this provision, the following shall not amount to penalty within the meaning of this rule:

1. Non-promotion, whether in a substantive or officiating capacity of an employee after consideration of his case to a grade or post for promotion to which he is eligible.
2. Compulsory retirement of an employee in accordance with the provision relating to his superannuation or retirement.

3. Termination of service,
 - i. of an employee appointed on purely temporary basis for a specified period of time
 - ii. of a part-time employee appointed for a specified period of time
 - iii. of a person appointed under an agreement or contract in accordance with the terms of such agreement or contract.

4. Retrenchment of an employee

- b. The Board of Trustees, the President, the Secretary, Head of the institution or any such other person empowered and vested with the authority of suspending, initiating disciplinary action and awarding any of the penalties stipulated in these regulations are notified and designated as disciplinary authorities in respect of the institution.
- c. The punishment will be imposed only after giving reasonable opportunity to the employee to defend oneself by submitting an explanation either orally or in writing. Punishments under rule 41 (a) - 1 and 2 will be imposed only after conducting an impartial enquiry.

42. DISCIPLINARY PROCEDURE

- a. An employee alleged of serious misconduct and against whom disciplinary action is proposed to be taken shall be given a charge-sheet by the management, clearly setting out therein the circumstances and facts relating to the misconduct alleged, affording him opportunity to submit explanation in writing, if any, within 7 days of receipt of the said charge-sheet.
- b. Such employee shall also be given an opportunity to answer the charges at the time of an enquiry before an enquiry officer to be appointed by the management, the date and time of enquiry being fixed with sufficient notice to the employee concerned to prepare, explain or to produce any evidence he/she wishes to rely upon in his/her defence at the enquiry.
- c. Any notice, order, charge-sheet or communication meant for the charge-sheeted employee shall be in English or Kannada. In case of an absentee employee, notice or any communication shall be sent to himself/herself by "Registered Post with Acknowledgement Due" to his/her last known address. If the employee concerned refuses to accept any communication in connection with any disciplinary process when it is sought to be

served on him/her, exhibition of such communication in a notice board of the institution shall be deemed as sufficient service of the same to him/her.

- d. If the employee concerned fails to appear before the Enquiry Officer at the appointed time and place without sufficient cause for his/her absence to the satisfaction of the Enquiry Officer, then the enquiry is liable to be held ex-parte.
- e. During the enquiry, the employee shall be permitted to produce records, examine witnesses in his/her defence, peruse records produced in support of the allegations into and cross-examine witnesses examined against him/her.
- f. The employee may be permitted to be assisted by his/her co-employee during enquiry, if he/she so desires in writing. But the employee shall not be permitted to take assistance from any legal practitioner.
- g. If the employee makes in writing a voluntary and unconditional admission of his/her guilt regarding the charges at any stage of the disciplinary proceedings, no further enquiry would be necessary to be held or continued.

- h. When the misconduct alleged is of serious nature, the management may suspend the employee from duty pending disciplinary proceedings. During such period of suspension, the employee concerned shall not leave the station except with the written permission of the management.
- i. Where disciplinary proceeding against an employee is contemplated or is pending or where a case against an employee in respect of any criminal offense is under police investigation or court trial, and the employer is satisfied that it is necessary to place the employee under suspension, he may, by order in writing, suspend him with effect from such date as mentioned in the order.
- j. An order of suspension made or deemed to have been made under this rule shall continue to remain in force until it is modified or revoked by the authority to do so.
- k. If an employee is kept under suspension pending enquiry of the case, such employee shall be paid subsistence allowance as follows:
 - i. Subsistence allowance equal to 50% of the salary (basic pay and dearness allowance)

drawn immediately prior to the date of suspension, for the first 6 months after the date of suspension provided that where the period of suspension exceeds 6 months, the authority made or 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 first 6 months as follows:

- ii. The amount of subsistence allowance may be increased to an amount equal to 75% of the pay drawn immediately prior to the date of suspension, if in the opinion of the said authority, the period of suspension has been prolonged for reasons to be recorded in writing, not directly attributable to the employee;
- iii. The amount of subsistence allowance to be reduced to 25% if in the opinion of the said authority, the period of suspension has been prolonged due to reasons to be recorded in writing, directly attributable to the employee.
- I. If on conclusion of the enquiry, the employee has been found guilty of the charges framed against him/her and it is considered, after

giving the employee concerned a reasonable opportunity of making representation on the penalty proposed, that an order of dismissal or discharge or suspension or fine or stoppage of annual increment or reduction in rank would meet the ends of justice, the employer shall pass an order accordingly.

- m. In case the order of dismissal or discharge is issued to an employee, he shall be deemed to have been absent for duty during the period of suspension and shall not be entitled for salary for such period, but the subsistence allowance paid to him shall not be recovered.
- n. If the employee is imposed a penalty other than dismissal or discharge from service, the employee shall be paid for the period of suspension such proportion of his pay and allowances as the said authority in its discretion specify and where no such proportion is specified, the employee shall be entitled to subsistence allowance as admissible and the period of suspension shall count as duty unless the said authority has otherwise directed.
- o. If on conclusion of the enquiry, the employee has been found to be not guilty of any of the charges framed against him/her, he/she shall be deemed to have been on duty during the

period of suspension and shall be entitled to the same salary as he/she would have received if he/she had not been under suspension, after deducting subsistence allowance paid to him/her for such period.

- p. The payment of subsistence allowance under this standing order shall be subject to the employee concerned not taking up any employment during the period of suspension. While claiming subsistence allowance, the employee concerned shall certify in writing that he/she is not gainfully employed elsewhere during the period of suspension.
- q. In awarding punishment under these rules, the management shall take into account the gravity of the misconduct, the previous record, if any of the employee and other extenuating or aggravating circumstances that may exist. A copy of the order passed by the management shall be supplied to the employee concerned.

43. REDRESS OF EMPLOYEES AGAINST UNFAIR TREATMENT

All complaints arising out of employment including those relating to unfair treatment, wrongful application of these Service Rules shall be submitted to the Head of Department or any other person authorized in this behalf.

The employees shall adopt the following procedure :

- (a) Representation to the Head of Department.
- (b) Representation to the Principal.
- (c) Representation to the Secretary.

Any grievances/complaints relating to sexual harassment, would be addressed to the Complaints Committee specifically constituted for the purpose.

The employees shall exhaust the above procedure before taking up the grievance or dispute with any agency or authority directly or indirectly.

44. EMPLOYEES TO GIVE ACCOUNT OF COLLEGE / TRUST PROPERTY ON TERMINATION OF SERVICE

- (a) Before leaving the services of the College/Trust, the employee shall return to the College/Trust all papers, books, tools, uniforms, shoes, Identity Card and any other property of the College/trust in his/her possession / custody or charge and obtain a clearance / no due certificate from the College/Trust. In case of the failure to do so, the College/Trust shall recover reasonable and appropriate value of the

articles by deduction before effecting the full and final settlement of his/her account.

- (b) An employee shall compensate the College/Trust for losses or damage caused by him/her to the College/Trust and all movables therein. Failure to comply with all or any of the above provisions shall entitle the College/Trust to withhold the employee's salary or make appropriate deductions there from and do take such action as may be deemed fit.

45. PREVENTION OF RAGGING

Ragging in any form is an offence. All the staff should prevent ragging in the campus and Hostels. Every employee (both teaching and non-teaching) should report promptly any case of ragging which comes to his / her notice. Certificate of appreciation will be issued to the staff who report incidents of ragging and entry of appreciation will be made in their Service Registers / Records.

46. NOTICE

All notices required to be posted under these Services Rules shall be in English or Kannada. In case of conflict in interpretation in the

English and Kannada version, the one in English shall prevail. All notices for attention of the staff will be pasted on the Notice Board in the Office/Departments/Canteen etc.,

47. SPECIFIC AGREEMENT TO PREVAIL

If an employee is employed by the College/Trust under a specific agreement signed by both parties, the terms of that agreement so far as that differ from the provisions of the Service Rules shall govern his/her employment and for the rest of the matters, these Service Rules shall apply to him/her.

48. DISPLAY OF SERVICE RULES

Copies of these Service Rules are initially displayed on the Notice Board and a copy can be obtained from the office. An employee is entitled to one free copy of Service Rules during his / her service. Any request for additional / extra copy will be supplied on payment.
