

SERVICE & CONDUCT RULES

OF

ACHARYA PATASHALA COLLEGE OF ENGINEERING

ANANTHA GNANA GANGOTHRI CAMPUS

26 Km, on N.H. 209, Kanakapura Road, Somanahalli, Bangalore – 560082.



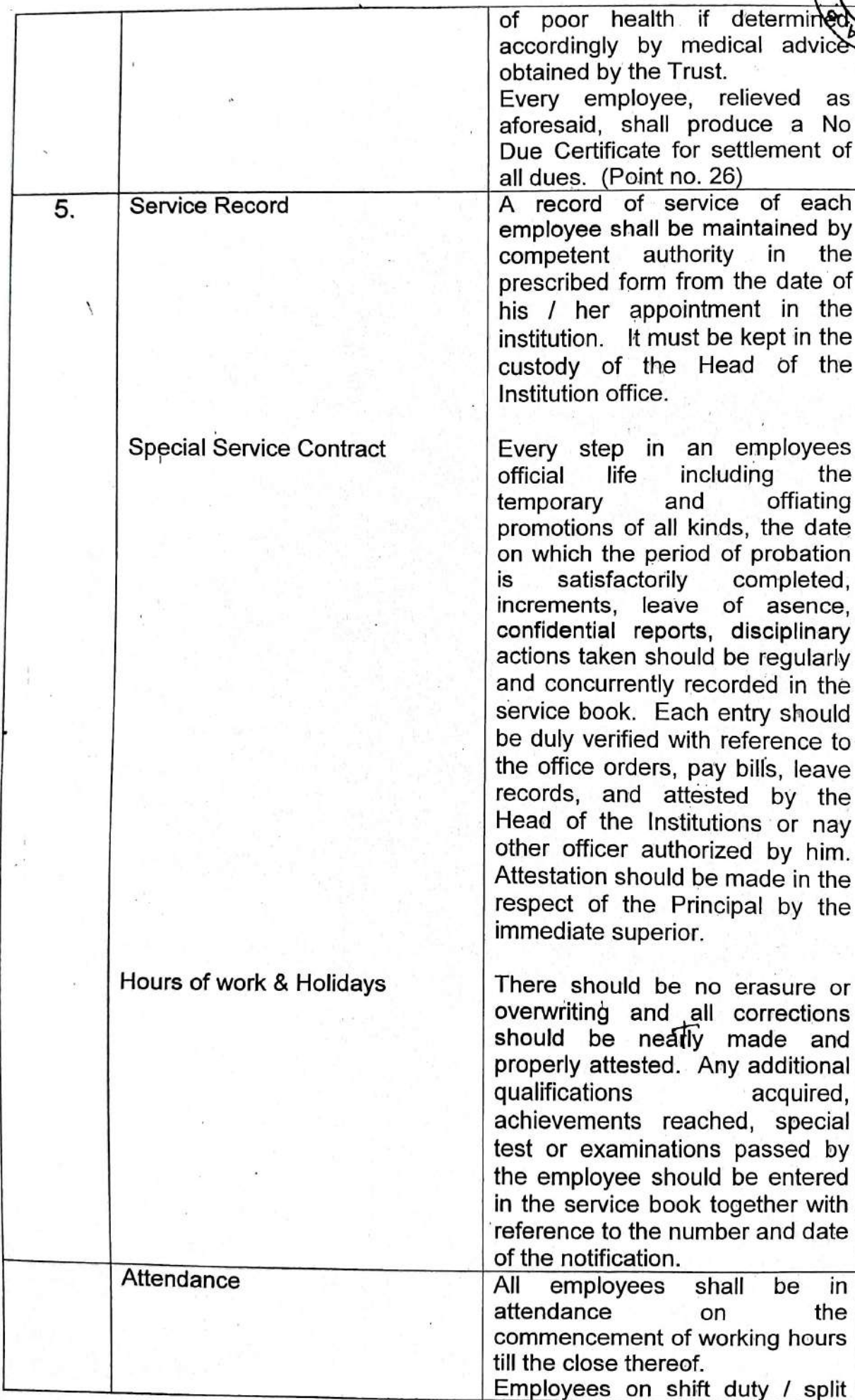
APS Educational Trust
N.R. Colony, Bangalore – 560019



Sl. No.	Particulars	
1.	Appointment Policy	<p>The Trust is the sole appointing authority in respect of recruitment of any employee of the Institution.</p> <p>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 members or whether it is newly created vacancy. It is also to be stated whether the vacancy is a permanent or temporary vacancy.</p> <p>Only after written concurrence is obtained from the Trust, steps may be taken for recruitment of candidates.</p> <p>Recruitments 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 members (Point No. 17)</p>
2.	Scales of Pay and allowance	<p>The Trust shall decide the scale of pay in respect of its employees.</p> <p>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. (Point No.15)</p>
3.	Promotion Policy	<p>Promotions shall not be claimed as matter of right by any employee.</p> <p>The promotion policy would depend upon the following parameters for promoting an employee to the next higher cadre:</p>



		<ol style="list-style-type: none">1. Educational and professional2. Performance in the existing grade.3. Seniority of the employee.4. Vacancy in the next higher grade. <p>All promotions shall be made by the Trust.</p> <p>Promotions shall be effected after the interview of eligible, shortlisted candidates by an interview committee comprising of the members. (Point No. 21)</p>
4.	Resignation, Retirement and Termination of Services.	<p>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 jeopardize classroom teaching.</p> <p>Temporary employees may be relieved with one months notice from either side.</p> <p>The services of an contractual employee or one on probation may be terminated at the end of such period without any notice.</p> <p>The age of retirement / superannuation of an employee shall be 60 years. The management may at its discretion extend the retirement age of any employee 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 & conditions determined by the Trust in each case.</p> <p>An employee may be compulsorily retired on grounds</p>





		<p>hours / staggered with corresponding rest intervals and weekly holidays.</p> <p>Any employee required to work beyond office hours subject to exigencies, may avail of a compensatory holiday in lieu thereof, with no entitlement to any monetary compensation. (Point No.25)</p>
6	Duties and conduct	<p>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.</p> <p>An employee shall at all times</p> <ul style="list-style-type: none">• Maintain absolute integrity and devotion to duty.• Do nothing which is unbecoming of an employee of an educational Institution. <p>Any employee shall</p> <ul style="list-style-type: none">• 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.• Abide by the rules and regulations of the Trust / Institution and show due respect to the constituted authority. <p>No employee shall</p> <ul style="list-style-type: none">• Knowingly or willfully neglect his or her duties.• Propagate communal or sectarian outlook or incite or allow any student or colleague to indulge in sectarian or communal activity.• Discriminate against any person on the ground of caste. Creed, language, place of origin social and cultural background or any



		<p>of them.</p> <ul style="list-style-type: none"> • Indulge in, or encourage, any form of malpractice connected with examination or any other institutional activity. • Make any sustained neglect in correcting the assignment done by the students of the institution. While being on duty at the institution, absent himself / herself except with the prior permission of the superiors, from the duties of the Institution.
7.	Misconduct, Suspension and Penalties, Chapter VII.	<p>Acts of misconduct: Any breach of any of these rules shall be deemed to constitute an act of misconduct punishable under the provisions of the APS Educational Trust Service and Conduct Rules.</p> <p>An act of misconduct includes any of the following acts of commission and omission on the part of an employee.</p> <ul style="list-style-type: none"> • Dereliction of duty • Negligence in the performance of duty • Willful insubordination or disobedience of lawful and reasonable orders of superiors. • 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. • Absence without leave or overstaying sanctioned leave without sufficient grounds. • Unpunctual or irregular attendance. • Non-marking of attendance in the registers/electronic attendance meter.



	<ul style="list-style-type: none">• Sleeping while on duty.• Being away away from place of duty without any authorization• Habitual breach of any rule, regulations or work norms prevalent in the Trsut / Institution• Committing nuisance in the premises of the institution• Any act of immorality and /or commission of any act punishable by a court of law, within the premises of Institution.• Doing any act prejudicial to the interest of the Trust/ Institution or gross negligence or negligence involving or likely to involve the institution on serious loss.• Drunkenness or riotous or disorderly or indecent behavior on the premises of the institution.• Unauthorized disclosure of information regarding the affairs of the Trust / Institution which is confidential / or disclosure kof which is likely to be prejudicial to the interest of the Trust/ Institution• Engaging in any trade, profession or business falling outside the scope of his / her duties except with the prior permission of the Trust.• Withholding of nay information regarding any changes that affect the employee from time t jointing duty such as change of address, martial status, dependency, such and so forth.• Willful damage or attempt to cause damage to the property or the name of
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	<p>the Trust/ Institution</p> <ul style="list-style-type: none"> Any malpractices committed in the conduct of university or Institutional examinations by the students. Refusal to obey orders of transfer or change in posting. Refusal to acknowledge any communication from the management. Refusal to offer himself/herself for interrogation by the employer or any person from the management. Refusal to sign any documents, forms or registers kept or maintained for the purposes of recording routine matters. Tampering with the records, attendance registers of the institution.
8.	<p>Leaves</p> <p>General: 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 revoke grant of leave at any time according to exigencies of work. Leave can be availed only after getting it sanctioned.</p> <p>Casual Leave: All full time employees being vacation staff or otherwise are entitled to 15 days casual leave every year. Casual leave can not be availed in excess of 7 days at a time.</p> <ul style="list-style-type: none"> Cannot be clubbed with any other leave, but can be clubbed with weekly/general holiday, provided leave not exceed 10 days During the first year of service an employee shall be granted CL in

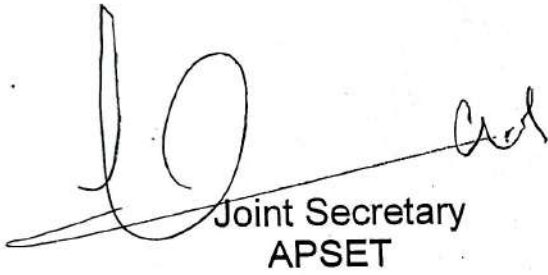


		<p>proportionate to the period service at the rate of one day for every completed service of one month, subject to a maximum of 12 days for the first year. CL not be clubbed with other leaves.</p> <p>EARNED LEAVE: In respect of periods spent on duty may be granted to an employee. Earned leave is admissible to all employees as under: (Point 30)</p> <ol style="list-style-type: none"> 10 days every calendar year for vacation staff. 30 days for non-teaching staff. <p>EL is credited for vacation staff every year.</p> <ul style="list-style-type: none"> 5 days on 30th June 5 days on 31st December <p>Non-Teaching Staff:</p> <ul style="list-style-type: none"> 15 days on 30th June 15 days on 31st December. <p>EL shall not be taken for less than 3 days. The prior notice of atleast 7 days before availing the leave should be obtained. Earned leave can be accumulated to a total of 240 Shall automatically lapse.</p> <p>Half-Pay Leave: Is admissible to the non vacation staff members at 20 days for every completed year of service which can be accumulated up to a maximum of 60 days.</p>
9.	Encashment of Earned Leave	<p>Non teaching staff members are eligible to avail earned leave encashment facility as under: Non-Teaching employees whose service have been confirmed will be eligible to avail Leave encashment facility. Eligible employees may avail the facility of encashment of Earned Leave provided that a minimum of 60 days of EL is maintained at</p>



		<p>their credit at all times.</p> <p>Eligible employees will be permitted to surrender 15 days Earned Leave for encashment once in a block period of one year, provided that the employee avails Earned Leave for 15 days. For every 15 days of Earned leave surrendered by an employee shall be paid full salary (Basic+DA) for 15 days.</p>
10.	Maternity Leave	<p>Maternity leave with full pay and allowances shall be granted to married women employees for confinement subject to the following conditions:</p> <ul style="list-style-type: none"> • A women employee is entitled to avail 84 days full term maternity leave (inclusive prenatal or post – natal leave), only twice during the entire service. Maternity leave is also admissible in the case of miscarriage, in which case the leave shall not exceed 42 days. • Maternity leave is not admissible to a married women having 2 or more living children. • Women employee put in not less than time service in the institution shall become entitled for maternity Leave. • Maternity leave is not debitable to leave earned account. ML is not sanctioned more than twice in the entire service of a women employee including the maternity leave sanctioned in case of miscarriage.
✓	Leave Encashment benefit on retirement	<p>Employee retiring from service and employees who wish to resign after serving for a minimum of 5 years in the institution may also apply for encashment. Such employees shall be eligible for encashment</p>

		upto 50% of the earned leave balance at heir credit as on date of their resignation / retirement subject to a maximum of 240 days.
11.	Superannuation	
12.	Employees Provident Fund and Pension Scheme	


Joint Secretary
APSET

General Secretary
APSET

President
APSET



APS Educational Trust
N.R. Colony, Bangalore – 560019



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APS Educational Trust
N. R. Colony
Bangalore-560 019

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ANANTHA GNANA GANGOTHRI CAMPUS
26 Km, on N.H. 209, Kanakapura Road, Somanahalli, Bangalore – 560082



SERVICE & CONDUCT RULES

GENERAL

1. These rules will be called " APS College of Engineering Service & Conduct Rules" and shall come into force with effect from
2. Unless otherwise exempted, the rules will apply to every employee of the Institution.
3. These rules are subject to modification by the Trust as determined from time to time.
4. All approvals/sanctions/appointments/transfers and any other act involving change in conditions of service of any employee, permanent or otherwise and having financial implications, all 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 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 year and ending on the 31st day of December of the Trust.
- e. "College" means "APS College of Engineering" 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 Institute 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 APS College of Engineering.
- o. "Institution" means and includes APS College of Engineering and the establishments attached to this institution, managed and run by the Trust.
- p. "Management" means and includes the Board of Trustees, the President, the Secretary, other Office Bearers, the Trustees and other person empowered and vested with 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.
- s. "Salary" means the aggregate of basic pay and dearness allowance only and does not include any other allowance.



- t. "Service" means service in APS College of Engineering in whatever capacity and includes the period from the date of joining the Institution under the regular roles till the cessation of employment.
- u. "Trust" means APS Educational Trust consisting of Board of Trustees, Office Bearers (President, Secretary's and Treasurer)
- v. "Trustee" means any of the trustees of APS 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" 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 Institution
- 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 in accordance with law for the smooth running of the Institution.

8. Interpretation of the Service Rules:

The Trust shall be final authority with regards to application or interpretation of these rules and whose decision on matters here under 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 the 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 Head of the Department and Head of the Institution. Their job responsibilities will include teaching, laboratory instructions, student assessment and evaluation, R & D related service, developing laboratories, assisting in departmental administration, assisting in conducting university examinations and other curricular/co-curricular activities connected to the department and the institution.

14. Staff 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 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. Two representatives of the Trust
- ii. Head of the institution
- iii. Head of the department concerned
- iv. External subject expert.

For non-Teaching Staff:

- i. Two representatives of the Trust.
- ii. Head of the institution
- iii. Head of the department concerned

All interviews/appointments shall be made only with the prior express approval of the Trust. The office of the Trust shall be the nodal agency in respect of all recruitments, procedures for which 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 Head of the Institution office.
- 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, disciplinary actions taken should be regularly and concurrently recorded in the service book. 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 book 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 book and also be recorded briefly in the service book of the concerned employee.
- e. The entries in the leave accounts should be attested by the Head of the Institution or any nominated officer 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 book. 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 in that regard.



- g. The entries in the service book 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 book 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 book to the employees and obtain their signature as a token of their having inspected the service books.
- j. The service book 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 book 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 what so ever.
- 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 continued 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 without any notice. 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 60 years shall generally be on contract, such appointments being 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 in the next higher grade.



- c. Promotion of teaching faculty will be based, among others, upon the requirements of All India Council for Technical Education and affiliating university etc.,
- 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. Two representatives of the Trust.
 - ii. Head of the Institution.
 - iii. Head of the department concerned.
 - iv. an external subject expert (for teaching posts).
- 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.

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.
- b. The management may take action as deemed fit in the transfer 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 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 may be withheld from an employee 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 other than AICTE pay scales, 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. (See Rule no. 36 (c))
- e. Additional increments may be sanctioned to employees who have acquired qualifications than the present one at the discretion of the Trust.
- f. When an employee working in the lower scale of pay is permitted 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 will be changed only if such a change is specifically mentioned in an order of promotion/revision in salary.

24. Vacation and Hours of Work:

- a. All teaching staff are eligible for leave as per the academic calendar. They would be known as vacation staff. However, Head of the Institution, Heads of the Departments/sections and non-teaching academic and administrative staff may not avail leave as per the academic calendar. They would be known as non-vacational staff. Any vacation staff may be treated as a non-vacation one subject to exigencies of work.
- b. A teacher appointed temporarily/on probation against the permanent vacancy and who has been in service for a minimum period of 3 months before the last working day and the session shall be entitled to vacation, provided his/her services are continued after the vacation.
- c. 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 thereunder.
- d. Every employee shall work during the period prescribed above with necessary lunch break.
- e. 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. Any employee required to work beyond office hours subject to exigencies, may avail of a compensatory holiday in lieu thereof, with no entitlement to any monetary compensation.
- d. An employee on shift duty shall continue to do so until the arrival of the relief employee.
- e. All duty allotments shall be made by the Trust/Head of the Institution keeping in mind demands of work therein.
- f. If an employee attends to his duties late without proper permission, a day's earned leave shall be deducted for such 3 days 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.

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 classroom teaching.
- b. Temporary employees may be relieved with one month's notice from either side.
- c. The services of an contractual employee or one on probation may be terminated at the end of such period without any notice.
- d. The age of retirement/superannuation of an employee shall be 60 years. The management may at its discretion extend the retirement age of any employee 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. Half Pay Leave
- d. Maternity Leave
- e. Study Leave
- f. Special Casual Leave
- g. Extraordinary 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 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 atleast 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 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 letter of resignation will be permitted to avail any leave standing to his credit.

29. Casual Leave:

- a. All full-time employees being vacation staff or otherwise are entitled to 15 (12) days casual leave every year. Casual leave can not be availed in excess of 7 days at a time.



- b. Casual leave may not be clubbed with other leave including vacation leave, but it can be combined in any manner with weekly holidays/general holidays, provided that such period of absence shall not exceed 10 days in the aggregate.
- 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 enters 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 kinds 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:
 - i. 5 days on 30th June
 - ii. 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. If an employee termed as vacation staff is prevented from availing the vacation during a particular year by a specific order by the management or by the Head of the Institution for some reason to remain at the post of duty during full vacation (midterm as well as summer vacation), Earned leave will be admissible at the rate of 30 days for the year served without availing vacation, in place of 10 days.
- e. If an employee is prevented only for a portion of vacation, earned leave shall be calculated as follows:

$$\frac{\text{No. of days of vacation prevented} \times 20}{\text{Total no. of days of vacation (midterm + summer days)}}$$



The earned leave admissible under this sub rule (ii) is in addition to the leave admissible under rule 30 (b) (i) supra, subject to a maximum of 30 days.

- f. 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.
- g. An employee on earned leave shall be entitled to full emoluments for the period of leave.
- h. Earned leave shall not be taken for less than 3 days at a time. However, the employee shall give prior notice of atleast 7 days before availing the leave.
- i. 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.
- 4 j. Earned leave can be accumulated to a total of 240 days and leave beyond 240 days shall automatically lapse.

31. Half-Pay Leave:

Half pay leave is admissible to the non vacation staff members at 20 days for every completed year of service which can be accumulated up to a maximum of 60 days in one's service.

Half pay leave may be commuted to full pay leave in which case, twice the amount of such leave shall be debited against the half pay leave due.

- 32.** Leave may be sanctioned subject to admissibility of leave earned. The minimum number of earned/half-pay leave that can be availed at a time shall be 3 days. Under no circumstances, leave not due shall be sanctioned.

33. 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 the 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. Maternity leave shall be granted on the condition that such employee should serve or should have served the Trust for a period of not less than 5 years; failing which she shall repay to the Trust the salary drawn during the period of maternity leave. The sanctioning authority shall obtain a declaration to this effect before sanctioning the leave.
- d. Only women employees who have put in not less than 2 years of continuous full time service in the institution shall become entitled for maternity leave. Women employees appointed on purely temporary basis, with less than 2 years of service are not entitled for such leave.
- e. Maternity leave is not debitable to leave earned account. 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.
- f. 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.

34. 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 15% 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.

35. Special Casual Leave:

- a. Special Casual leave may be granted for the following purposes:
- i. For work in connection with examinations conducted by Universities in Karnataka State or by the Government of Karnataka.
 - ii. For attending the meetings of Executive council, Academic senate, Faculties, Boards of Studies and other bodies of the university.
 - iii. For attending the meetings of statutory bodies in their individual capacity as a member of the said body.
 - iv. For participation in sports events of national importance as a duly nominated representative on behalf of the State, Zone or Circle.
 - v. For participation in sports events of international importance as a duly nominated representative on behalf of India.
 - vi. For coaching or training conducted at different institutes of national importance.
 - vii. For participation in conferences, seminars and workshops.
- b. Special casual leave may be allowed up to 30 days in a calendar year. Any period of absence in excess of 30 days should be treated as regular leave of the kind admissible under the relevant rules applicable to the individual concerned. However, if a faculty member is a member of any of the statutory bodies such as AICTE and VTU, then the special casual leave is enhanced to 45 days per calendar year.



- c. However, if the faculty member is required to attend meetings of statutory bodies such as AICTE and VTU etc., for any specific requirement of the institute, then such leave shall be treated as "On Other Duty" (OOD).
- d. Special casual leave shall be strictly restricted to the minimum number of days required for the said purpose including the actual travel period.
- e. Special casual leave may be combined with regular leave.
- f. The Head of the Institution shall take prior permission from the trust before availing such special casual leave or before proceeding on OOD. He/she shall also nominate a person to be incharge of the institute during his/her absence.
- g. The Head of the Institution shall be the sanctioning authority for special casual leave to all other faculty members. The details of such leave sanctioned should be forwarded to the Trust Office for information.
- h. Special casual leave up to 7 days can be sanctioned for undergoing vasectomy/tubectomy operation on the strength of a medical certificate issued by the medical officer authorized by the Government.

36. Extraordinary leave/Leave on loss of pay and allowances:

- a. Extraordinary leave on loss of pay may be granted to an employee, at the discretion of the management in special circumstances, where no other leave by rule is admissible.
- b. An employee who fails to rejoin duty on expiry of the extraordinary leave granted to him/her shall be deemed to have resigned his/her appointment and shall cease to be in service. The name of the employee shall be struck off from the roles without any further notice.
- c. Extraordinary leave on loss of pay and allowances shall not be counted as service for the purpose of confirming a probationary employee: An employee who avails leave on loss of pay will be liable for extension of his/her probationary period for a period equivalent to the period of leave on loss of pay and allowances availed by him/her. Leave on loss of pay will also not be accounted as service for the purpose of earning annual increment by an employee and the increment date will be extended by the period of leave on loss of pay and allowances availed by him/her.
- d. Extraordinary leave on loss of pay shall be treated as break in service and such period of absence shall not be counted as service for the purpose of terminal benefits including gratuity.

37. Earned leave Encashment:

Non-teaching staff members are eligible to avail earned leave encashment facility as under:



- a. Non-teaching employees whose services have been confirmed will be eligible to avail the leave encashment facility.
- b. Eligible employees may avail the facility of encashment of earned leave provided that a minimum of 60 days of earned leave is maintained at their credit at all times.
- c. Eligible employees will be permitted to surrender 15 days earned leave for encashment once in a block period of one year, provided that the employee avails earned leave for 15 days as per the procedure prescribed hereunder.
- d. For every 15 days of earned leave surrendered by an employee, he/she shall be paid full salary (Basic + DA) for 15 days.
- e. The earned leave for 15 days has to be availed by the employee within a period of 6 months from the date of surrender of earned leave, failing which the 15 days leave shall automatically lapse. The leave shall be availed in a maximum of 3 occasions so as not to effect the workload in the institution. On the recommendation of the Head of the Institution, the trust shall be the sanctioning authority for this purpose.
- f. The employee opting to surrender his/her earned leave for encashment shall apply in the prescribed application form atleast 30 days in advance. The date of surrender shall be specifically indicated in the application form. Application form duly filled in shall be submitted to the Trust office along with the service register of the employee. Approval/rejection of encashment shall be recorded in the service register.
- g. Only the Trust is authorized to approve the proposal for encashment of earned leave. All proposals for surrender of earned leave for encashment shall be forwarded to the Trust office in the prescribed format with the remarks of the institution. The Head of the Institution is authorized to recall any employee from sanctioned leave in case of exigencies.
- h. The encashment facility may not be claimed as a matter of right by any employee. The trust at its sole discretion may either approve or disapprove the request. While considering the request, the previous work record, the attendance and punctuality of each employee shall also be taken into consideration.
- i. The order sanctioning the surrender of earned leave shall specifically indicate the date on which the employee concerned is permitted to surrender earned leave so that entries could be made in his/her service register. The number of days of earned leave so surrendered shall be reckoned as surrendered as on that date.



- j. The cash equivalent for the leave surrendered shall be calculated at the rate of $1/30^{\text{th}}$ of the salary for each day of surrender irrespective of the number of days in the month in which the leave is surrendered. Salary for this purpose shall be as drawn by him/her on the date immediately preceding the date of surrender. The earned leave encashment will be subject to statutory deductions, if any. Salary shall include Basic Pay and Dearness allowance and shall not include any other allowances.
- k. Employees retiring from service and employees who wish to resign after serving for a minimum of 5 years in the institution may also apply for encashment. Such employees shall be eligible for encashment up to 50% of the earned leave balance at their credit as on the date of their resignation/retirement subject to a maximum of 240 days.
- l. On the death of an employee while in service, the legal heirs of such employee shall be eligible to get the benefit of encashment of accumulated earned leave as mentioned in 37(k) above. No employee can claim encashment of earned leave if his/her services are terminated on any disciplinary grounds.
- m. An employee who is authorisedly absent or who is under suspension is not entitled to surrender earned leave for encashment.

38. Authorities competent to grant leave:

The Head of the Institution is empowered to sanction casual leave, special casual leave to the employees working in the institution. The Trust will be the authority to sanction all other types of leave.

Leave in respect of Head of the Institution shall be sanctioned by the trust. Leave availed in excess of 10 days by Heads 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.

39. Leave Salary:

An employee on earned leave is entitled to leave salary equal to the pay and allowances last drawn on the day before the leave commences. During the period of half pay leave, half of the salary drawn before commencement of such leave shall be paid and during extraordinary leave on loss of pay, no leave salary shall be paid.



CHAPTER – IV

TRAVELLING AND DAILY ALLOWANCES

40. Reimbursement of travel expenses including accommodation charges and daily allowances shall be in accordance with the limits prescribed for various categories in the schedule appended (Schedule-I) and shall be as under:
- a. Reimbursement of travel expenses shall include the following:
 - i. Actual cost of ticket/fare paid for the journey within the permitted mode of travel.
 - ii. Accommodation charges, if any, within the prescribed limit.
 - iii. Daily allowances as applicable
 - b. Any upgradation in the mode/class of travel is permitted only if authorized by the Trust.
 - c. The Trust 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 provided, actual travel expenses/actual room rent within the limit prescribed in the schedule is admissible subject to production of original bills.
 - d. All official travel shall generally be by the least expensive mode of transport on the shortest routes, thrift being a measure of standard in undertaking travel.
 - e. Airfare will be reimbursed only against production of used passenger coupons/tickets and not against the bills of travel agents.
 - f. Cancellation of tickets on account of exigencies of the Trust/Institution, may entitle an employee to the reimbursement of actual fare and costs of reservation. Any cancellation shall be made forthwith, with minimal loss of fare. Proof of payment and refund shall be enclosed to the claim.
 - g. Each journey shall be accounted for separately and shall not be set off against another.
 - h. Travel advance may be paid to the employees at their request in writing and the advance shall not be more than the approximate expenses likely to be incurred. If the advance taken exceeds the claim amount, the balance shall be credited to the Trust/Institution before the submission of bills.
 - i. Daily allowance is admissible from the time of commencement of the journey till the time of return to the institution/usual place of residence upon completion of the itinerary (as per Schedule I appended).



- j. Daily allowance is granted while on travel to defray the cost of meals, refreshments, local conveyance, room tips, 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 Trust.
- k. 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.
- l. 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.
- m. 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.,
- n. If the staff gets reimbursement of the expenditure by any another agencies for the journey undertaken by them, partly or fully, the claim amount shall be reduced by the amount reimbursed by other agencies.
- o. 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.
- p. Each travel bill shall contain a brief tour report explaining the purpose for which the tour is undertaken.
- q. 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.

41. 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, the maximum being 2 wherever the department has more than 8 members.



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. The period of their absence will be treated as Special Casual Leave. Even if others are interested in attending the conference, they may be permitted special leave provided the cost is borne by the individuals concerned.
- 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 (as per Schedule – II appended herein) 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.
- f. The permitted special casual leave is only for the duration of the conference/seminar and the minimum travel days.

CHAPTER – V

TERMINAL BENEFITS

- 42. **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.
- 43. **Gratuity:** Employees are eligible for gratuity benefits as per the provisions of “Payment of Gratuity Act 1972” and the rules framed thereunder.
- 44. **Pension:** Employees are eligible for pension facilities as per the provision of the “Employees Provident Funds and Family Pension Fund Act 1952” and the rules framed thereunder.



45. **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.

Note: Gross salary for the purpose of Provident Fund and Gratuity calculation will include basis salary and D.A.

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.

46. **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, absent himself/herself except with the prior permission of the superiors, from the duties of the institution
- vii. remain 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 books 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. be guilty of any violence or any conduct which involves moral turpitude
- xvii. be guilty of misbehaviour or cruelty towards any visitors, students, teachers or other employees 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.

CHAPTER - VII DISCIPLINE AND DISCIPLINARY ACTION

47. 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 any 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 unless with prior permission of the management or with compulsion 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 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:**

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 are also not permitted during duty hours.

h. **Acts of Misconduct:**

Any breach of any of these rules shall be deemed to constitute an act of misconduct punishable under the provisions of the Sir M. Visvesvaraya Institute of Technology 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. Wilful 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. Unpunctual or irregular attendance.
- g. Non-marking of 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 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, martial status, dependency, such and so forth.
- s. Wilful damage or attempt to cause damage to the property or the name of the Trust/Institution.
- t. Wilful 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 obey orders of transfer or change in posting.
- x. Refusal to acknowledge any communication from the management.
- y. Refusal to offer himself/herself for interrogation by the employer or any person 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.

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 by the women employees in this regard under clause 47 (h) (hh) of these rules. Such committee shall be headed by a woman and action taken on the report/recommendation of the committee shall be minuted and recorded separately. The management shall submit a report to the concerned authorities every year. A copy of the report shall be submitted to the concerned employee.



48. 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 48 (a) - (1) and (2) will be imposed only after conducting an impartial enquiry.

49. 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 wishes to rely upon in his 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 him by "Registered Post with Acknowledgement Due" to his 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, exhibition of such communication in a notice board of the institution shall be deemed as sufficient service of the same to him.
- d. If the employee concerned fails to appear before the Enquiry Officer at the appointed time and place without sufficient cause for his 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 defence, peruse records produced in support of the allegations into and cross-examine witnesses examined against his interest.
- f. The employee may be permitted to be assisted by his co-employee during enquiry, if he 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 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.



1. If on conclusion of the enquiry, the employee has been found guilty of the charges framed against him/her it is considered, after giving the employee concerned a reasonable opportunity of making representation on the penalty proposed, that an order dismissal or discharge or suspension of fine, all stoppage of annual increment or reduction in rank would meet the ends of justice, the employer shall pass an order accordingly.
2. 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, but the subsistence allowance paid to him shall not be recovered.
3. 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.
4. If on conclusion of the enquiry, the employee has been found to be not guilty of any of charges framed against him, he shall be entitled to the same salary as he would have received if he had not been under suspension, after deducting subsistence allowance paid to him for such period.
5. 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 is not gainfully employed elsewhere during the period of suspension.
6. In awarding punishment under these rules, the management shall take into account 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.

(Sl. No. 1 to 33)


Joint Secretary
APSET

General Secretary
APSET

President
APSET



SCHEDULE I

Travel Allowance & Daily Allowance:

For the purpose of Travel Allowance & Daily Allowance, the employees are classified as under:

Category	Basic Pay per month
I	Rs. 25,000/- & above.
II	Rs. 16,400/- & above but less than Rs. 25,000/-
III	Rs. 12,000/- & above but less than Rs. 16,400/-
IV	Rs. 8,000/- & above but less than Rs. 12,000/-
V	Rs. 5,000/- & above but less than Rs. 8,000/-
VI	Less than Rs. 5,000/-

Non-Teaching cadre:

Category	Basic Pay per month
I	Rs. 25,000/- & above.
II	Rs. 14,000/- & above but less than Rs. 25,000/-
III	Rs. 8,000/- & above but less than Rs. 14,000/-
IV	Rs. 5,000/- & above but less than Rs. 8,000/-
V	Rs. 2,500/- & above but less than Rs. 5,000/-
VI	Less than Rs. 2,500/-

Note: for employees drawing a consolidated salary, 60% of the consolidated salary will be considered as basic pay for the above purpose.

The rates of Daily Allowance and the class of train journey for the above purposes are given below:

Category of staff member	"A" cities "B" cities "C" cities (all other places)			Class of train	Mileage per km when personal cars / two wheelers are used
	(Rate of D.A. per day)				
	Rs.	Rs.	Rs.		
I	350	300	250	Air Travel / I Class / AC II Class	Rs. 5.00 Rs. 1.50
II	300	250	200	I Class / AC II Class	Rs.5.00 Rs.1.50
III	250	200	150	I Class / AC II Class	Rs.5.00 Rs.1.50
IV	200	150	125	II Class Sleeper / Bus	N.A / Rs.1.50
V	150	125	100	II Class Sleeper / Bus	N.A / Rs.1.50
VI	125	100.	75	II Class Sleeper/ Bus	N.A./Rs. 1.50

- Category II Staff will be permitted Air-travel provided.
 - The minimum distance of travel is over 500 kms.
 - The benefit of Apex fare facility is availed or travel is made by low cost airlines.
- Category I and II staff will be permitted to hire taxi / rental cars in their places of destination. Such costs may be separately claimed for reimbursement.
- If the places of travel are not connected by train routes, only bus charges will be reimbursed.

No Daily allowance is admissible for travel within same or immediate neighbouring districts unless overnight stay is authorized as a part of the itinerary. However, expenses on food and refreshments up to the following limit will be reimbursed on submission of bills. No bills shall be required for claims of less than Rs. 50/-

Up to 6 hours	25% of D.A. as applicable to all other places
6 to 12 hours	50% DA - " -
More than 12 hours	100% DA - " -



SCHEDULE II

Deputation norms to Professional conferences / seminars / workshops

Daily Allowance during the journey period will be admissible at the ordinary rates i.e., as admissible to 'all other places'.

For stay hotels and other registered establishments, room rent (per diem) may be reimbursed to the extent shown below on production of vouchers. In case vouchers are not produced, only 25% of the admissible rates will be reimbursed.

Category	"A" Cities	"B" Cities	"C" Cities
I	Rs. 5,000/-	Rs. 2,500/-	Rs. 1,000/-
II	Rs. 3,000/-	Rs. 1,500/-	Rs. 600/-
III	Rs. 2,000/-	Rs. 800/-	Rs. 500/-
IV	Rs. 1,500/-	Rs. 600/-	Rs. 400/-
V	Rs. 1,000/-	Rs. 400/-	Rs. 250/-
VI	Rs. 750/-	Rs. 300/-	Rs. 150/-

"A" Cities : Delhi, Mumbai, Kolkata, Chennai.

"B" Cities : All other state capitals and Ahmedabad, Gazhiabad, Kanpur, Lucknow, Mussoorie, Nagpur, Pune.

"C" Cities : All places other than "A" and "B" (all other places)



Facility	Designation	Conditions	Financial Provision
1 International Conference	Lecturer & above	a. Requires approval of the Trust. b. Faculty must present paper at the conference c. Eligible once in 2 years	a. Registration fees actual b. International airfare by economy class - 50% c. Travel fare between place of employment & authorized exit point in India - As per service rules.
2 National Conference	Lecturer & above	a. Require approval of the Trust. b. Faculty must present paper / poster at the conference. c. Eligible once in a year	a. Registration fees - Actual b. Travel, accommodation & daily allowance - As per service rules.
3 Regional / State level conferences / workshops / seminars	Lecturer & above	a. Requires approval of the Head of the Institution b. Faculty must present paper / poster at the conference c. Eligible once in a year	a. Registration fees - Actual b. Travel, Accommodation & daily allowance - As per service rules.
4 Continuing Education Programme	Lecturer & above	a. Requires approval of the Head of the Institution	a. Registration fees - Actual b. Accommodation & Daily allowance (for the duration of the CME programme) - As per service rules.
5 Local workshops / Seminars / Symposia etc.	Lecturer & above	a. Requires approval of the Head of the institution	a. Registration fees - Actual b. Travel, Accommodation & daily allowance - As per Service Rules.