

ADICHUNCHANAGIRI UNIVERSITY

(Established under Adichunchanagiri University Act, 2012 (Karnataka Act No.18 of 2013)

B G Nagara (NH-75), Nagamangala, Mandya (D)-571448



SERVICE RULES



Ref: ACU/AUTY/ 2128(1) /2019-20

Date: 30-03-2020

NOTIFICATION

Sub: Service Rules for the employees of Adichunchanagiri University

Ref: 1. Minutes of the 3rd meeting of the BoM held on 09-03-2019.

2. Minutes of the 3rd meeting of the BoG held on 27-08-2019.

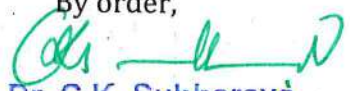
The Adichunchanagiri University has been declared as a State Private University under the Adichunchanagiri University Act, 2012 (Karnataka Act No.18 of 2013).

Pursuant to the approval from the Board of Governors, it was decided to approve the statutes of Service Rules for the employees of the University.

in exercise of the powers conferred under Sections 8, 23(6)(ii), 32(iv), 32(v), 33, 39 (1)(2) & (3) & Section 40 of the Adichunchanagiri University Act, 2012, the university is pleased to approve the statutes of Service Rules for the employees of the Adichunchanagiri University Act, 2012.

These Statutes shall be effective from the date of Notification, i.e., April 1, 2020.

By order,


Dr. C.K. Subbaraya

Registrar
Adichunchanagiri University
B.G.Nagara-571448

Copy to:

1. PS to the Hon'ble Visitor, His Excellency, the Governor of Karnataka
2. PS to the Hon'ble Pro Visitor, Hon'ble Minister for Higher Education, Governor of Karnataka
3. Additional Chief Secretary, Department of Higher Education, Govt. of Karnataka
4. Principal Secretary, Department of Medical Education, Govt. of Karnataka
5. PS to the Hon'ble Chancellor
6. OSD to the Vice-Chancellor
7. OSD to the Pro Vice Chancellor
8. Other Officers of the University
9. Principals of the Constituent Colleges / Institutes / Med.Suptd., AHRC
10. Office Copy



ADICHUNCHANAGIRI UNIVERSITY

SERVICE RULES

CHAPTER I

PRELIMINARY

Rule 1 SHORT, TITLE AND COMMENCEMENT

- 1.1 These rules shall be called "Service Rules" of the Adichunchanagiri University, B.G. Nagara, Karnataka
- 1.2 They shall come into force with effect from the date of their approval by the Board of Governors or the date notified by the University.

Rule 2 APPLICATIONS

These rules shall apply to all the employees of the ADICHUNCHANAGIRI UNIVERSITY but shall not be applicable to the third party employees/contract labour engaged through contractors.

The employees working in Institutions within the premises of the University such as staff of hospital, pharmacy, labs, blood bank and such other activities may be covered under applicable labour legislations. In case of any inconsistency between these Service Rules and the applicable laws, the applicable laws shall prevail.

Rule 3 INTERPRETATION

The Board of Governors shall be the sole judge on the interpretation of all or any of these rules and its decision thereon shall be final and binding on all the persons concerned, however, subject to judicial scrutiny.

In case of any inconsistency between the terms of this Service Rules and the provisions of the Adichunchanagiri University Act, 2012, the provisions of the said Act shall prevail over the terms of the Service Rules, to the extent such inconsistency exists.

Rule 4 ADDITIONAL STATUTES AND REGULATIONS

As per Section 34 of the ACU Act 2012, the Board of Governors may make new or additional Statutes or amend or repeal the statutes.

As per Section 36 of the ACU Act, 2012, the Regulations may be made by the Academic Council and approved by the Board of Management. Under Section 37 of the ACU Act,





2012, the Academic Council may, with the approval of the Board of Management, make new or additional regulations or amend or repeal the regulations. Such Statutes or Regulations shall apply to the whole University.

Rule 5 ALTERATION /MODIFICATION OF SERVICE RULES

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

Rule 6 DEFINITIONS

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

- (i) **“Applicable Law”** means and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, permits, licenses, approvals, consents, authorizations, directions, directives, rulings and orders of the government agency, statutory authority, tribunal, arbitration body, board, court and any interpretation, policy or administration, having the force of law, by governmental agency having jurisdiction over the matter in question;
- (ii) **“University”** means ADICHUNCHANAGIRI UNIVERSITY (ACU) and includes its constituent Colleges and units comprising of
 - (a) Constituent Colleges / Units / Institutions / Departments
 - i. Adichunchanagiri Institute of Medical Sciences, B.G. Nagara
 - ii. BGS Institute of Technology, B.G. Nagara
 - iii. Sri Adichunchanagiri College of Pharmacy, B.G. Nagara
 - iv. Adichunchanagiri College of Nursing, B.G. Nagara
 - v. BGS First Grade College, B.G. Nagara
 - vi. BGS College of Education, B.G. Nagara
 - vii. Adichunchanagiri Hospital & Research Centre, B.G. Nagara
 - viii. Adichunchanagiri Institute of Molecular Medicine, B.G. Nagara
 - ix. Any other Institutions/Departments /Teaching Hospital & Laboratories/
Units that may be brought under the purview of University.
 - b) Various Institutions/ Departments and Teaching Departments
Offices/Sections/ of the University, whether existing or which may come into existence in future.





- c) Study Centers / Centers or Research Centers / Centers that may be established and administered in future by the University;
- (iii) **"Appellate Authority"** means the "Chairperson" of the Board of Governors who shall also be the Chancellor of the University, by virtue of the office held by him;
- (iii) **"Appointing Authority"** means and includes the Chancellor, Board of Management, Vice-Chancellor or any such other officer as notified by the Board of Management from time to time;
- (iv) **"Authorized Medical Officer"**- means and includes, a registered medical practitioner authorized as such by the University for the purpose of these rules;
- (iv) **"Board of Governors"** means the Board of Governors of the University as constituted under section 23 of the Adichunchanagiri University Act, 2012;
- (v) **"Board of Management"** means the Board of Management of the University as constituted under section 24 of the Adichunchanagiri University Act, 2012;
- (vi) **"Chancellor"** means the Chancellor of the University;
- (vii) **"Constituent Units"** mean and include, the offices of the University, its constituent colleges, including teaching hospital and any other units that may be brought under the purview of the University;
- (viii) **"Continued ill-health"** means remaining away from work/absent from duty on grounds of ill health continuously for a period of three months or more consecutively or intermittently for an aggregate period of 90 days in a period of one year;
- (ix) **"Department"** means a teaching or any other department of the University or of an Institute or other Unit of the University;
- (x) **"Disciplinary Authority"** means and includes the Chancellor, Board of Management, Vice-Chancellor or any such other officer as notified by the Board of Management from time to time
- (xi) **"Employee"** means a member of the Teaching and Non-Teaching staff holding a permanent or temporary post or on fixed term contract or on deputation and includes an employee on probation / officiating but does not include honorary / adjunct / Visiting/ Guest faculty or a third party employee, contract labour, employee on casual basis and employee of a work charged establishment. This includes Professors,





Associate Professors, Assistant Professors, Lecturers, Senior Residents, Junior Residents, Tutors, Scientists, Research Associates, Research Assistants, Demonstrators and other staff appointed for Teaching and Non-Teaching jobs in the University on wages or any such other person appointed by the University for wages;

- (xii) **“Employer”** means the University or such other authority or authorities in whom the authority of making the appointment to any service of the University is vested by the Adichunchanagiri University Act, 2012;
- (xiii) The words **“Employer”, “Management”**, shall for all purposes mean the same i.e the Management of the University, unless it connotes differently in a particular context;
- (xiv) **“Institution”** means University, its branches, subsidiaries, constituent colleges, associated teaching hospitals, laboratories, Pharmacy and other units or institutions owned and / or managed by the University and includes all its offices and Institutions owned and /or managed by the University;
- (xv) **“Hospital”** means Adichunchanagiri Hospital and Research Centre and includes premises of the hospital and all other Medical, Paramedical and Non-Medical departments, including administration, operations, pharmacy and Laboratories
- (xvi) **“Management”** means the Board of Management or any officer authorized by the Board of Management with executive powers;
- (xvii) **“Misconduct”** means any act of omission or commission committed by an Employee, which includes, without limitation, any act of omission or commission that is in breach of the terms of appointment of an Employee or detrimental to the interest, name and reputation of the University or constitute an offence under Applicable Laws, which is considered as misconduct under the Service Rules and also includes, without limitation;
 - (a) any misconduct committed by an employee of the University whether within or outside its premises,
 - (b) any misconduct committed by an employee in connection with the working of the University or employees or consultants or patients or customers or guests of the University,
 - (c) any act or acts of omission or commission or indiscipline affecting the reputation of the University, and





(d) any act or acts committed in violation of any of the provisions of any law in force in the State or Country;

- (xviii) **"Habitual"** means an act, omission or commission or dereliction of duty of any kind, which is repeated for 3 or more times within a period of twelve months;
- (xix) **"Premises"** means all movable and immovable assets of the University, including the offices, campus, residential quarters, hostel buildings, guest houses, etc., irrespective of the location, whether existing or that may come into existence in future;
- (xx) **"Principal"** means the Head of a Constituent College /Institution of the University;
- (xxi) **"Registrar"** means the Registrar of the University;
- (xxii) **"Salary" or "wages"** means subject to applicable laws, all remuneration earned by way of basic salary, dearness allowance, house rent allowance or any such other allowances, but does not include variable pay or allowances, overtime allowances, etc.;
- (xxiii) **"Sexual Harassment"**; as more fully defined under Chapter IX of these rules;
- (xxiv) **"Sponsoring Body or Trust"** means Sri Adichunchanagiri Shikshana trust (R.), Sri Kshethra, Adichunchanagiri;
- (xxv) **"State Government"** means the Government of Karnataka;
- (xxvi) **"Service Rules"** means the Statute approved by the Board of Governors under Section 32 of the Adichunchanagiri University Act, 2012;
- (xxvii) **"UGC"** stands for the University Grants Commission constituted UGC Act of 1956 (Central Act, 22 of 1956);
- (xxviii) **"Vice-Chancellor"** means the Vice Chancellor of the University;
- (xxix) **"Watch and Ward or Security Staff"** includes Watchmen / Security Guards or any other similar category of persons engaged or entrusted with such duty by the Management for carrying out the work of security or search exclusively or in addition to other duties
- (2). "Words and Expressions"** used herein and not defined herein but defined in The Adichunchanagiri University Act, 2012, the Statutes, Regulations, Rules & Ordinance as and when implemented or any law for the time being in force applicable to the University shall have the meanings respectively assigned to them in the corresponding Act, Statutes, Regulations, Rules & Ordinances as aforesaid.





(3) Interpretation:

Unless the context otherwise requires in this Service Rules:

1. words imparting the singular include the plural and vice versa, where the context so requires;
2. reference to one gender includes reference to the other gender as well;
3. the headings/sub-headings used in these Service Rules are for the purpose of reference only and should be ignored for the purposes of interpretation and construction of the terms of the Service Rules;
4. reference to the words "include" or "including" shall be construed without limitation; and
5. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.





CHAPTER - II

7. OBJECTIVES OF THE UNIVERSITY:

The University shall employ a broad range of strategies to achieve its vision and objectives.

- (i) to expand the horizon of world of knowledge, provide instruction, teaching and learning including writing and reading, training, research and development at various levels such as Elementary Education, Secondary Education, Higher Education, in the subject disciplines such as:
 - (a) Engineering and Technology including Civil, Architecture, Mechanical, Automobile, Electrical, Electronics and Communication, Computer Science and Engineering, Information Technology, Design and Printing Technology including 3-D, Environmental Engineering, Bio-Technology, Space Technology, Nano-Materials and Technology and any other emerging areas including interdisciplinary, etc.;
 - (b) Health Sciences including Medical, Dental, Ayurveda, Homeopathy, Naturopathy, Pharma, Nursing and any other emerging areas including interdisciplinary, etc.;
 - (c) Agricultural Sciences and Technology School or College or centre;
 - (d) Management and Technology including Business Management, Tourism Management, Hotel Management, Hospitality Management, Hospital Management, Disaster Management, Risk Management and any other emerging area of study including interdisciplinary areas, etc.;
 - (e) Natural sciences including Physics, Electronics, Mathematics, Computer Science, Chemical and Environmental Sciences, Biological Sciences, Earth Sciences Space Sciences, Nano Science and Nano-Materials and any other emerging area of study including interdisciplinary, etc.;
 - (f) Humanities and Social Sciences including History, Kannada, Economics, Political Science, Journalism, Tourism, Law, Philosophy, Puranas and Pravachanas, Music, Sanskrit, English, other Indian and Foreign Languages and any other emerging areas of study including interdisciplinary areas, etc.; and
 - (g) Any other emerging areas or faculty or field of study across the globe.





- (ii) To design and deliver high quality training, capacity building and development systems for teachers, teacher educators, teachers in higher and professional education, Leadership training including political leaders, administrators and development professional working in education and other systems.
- (iii) To institute degrees, diplomas including PG diplomas, dual degree programmes, integrated courses, certificates and other academic distinctions like awards, award of credits on the basis of:-
 - (a) Successful completion of academic work evaluated through multiple methods including modern methods of assessment, and
 - (b) Outstanding contributions like writing original book or books, research publication, services in the areas of cultural and spiritual by eminent persons in different areas of learning.
- (iv) To collaborate with any other Universities, research institutions, non-profit organization, industry associations, professional associations or other organizations to conceptualize, design, develop and offer specific educational and research programmes, training programmes and exchange programmes for students, faculty members and others.
- (v) To disseminate knowledge and develop a public debate on issues of education and allied development field through series of lectures, seminars, conferences, executive education programmes, community development programmes, publications and training programmes and events.
- (vi) To initiate and undertake programs for the development and training of faculty, researchers, and support staff of the University in partnership, collaboration, co-operation, joint venture, strategic or any other form of mutually beneficial relationship with any other institution or institutions of similar vision, mission, strategic architecture and objectives.
- (vii) To undertake collaborative research and advocacy with any organizations.
- (viii) To undertake necessary or expedient action to pursue and promote the objectives of the University.
- (ix) To undertake any objectives as may be approved by the Government for the enhancement of the education and other development sectors.





8. AUTHORITIES OF THE UNIVERSITY:-

- (1) The following bodies specified under Chapter IV of the ACU Act, 2012 shall be deemed to be the authorities of the University viz,
- (a) Board of Governors;
 - (b) Board of Management
 - (c) The Academic Council;
 - (d) Research Council;
 - (e) The Finance Committee;
 - (f) Such other body as may be declared to be an Authority of the University by the Board of Governors.

- (2) Any Authority of the University shall have such powers and perform such functions as are defined in the ACU Act, 2012, or the Statutes, Regulations, Rules & Ordinance as modified by the University from time to time.





CHAPTER – III

SERVICE CONDITIONS OF EMPLOYEES

9 DUTIES OF EMPLOYEES:

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

10 CONDUCT OF EMPLOYEES:

101 Every employee shall conduct himself in both private and public life and in his relations with the co-employees, colleagues, students, parents/ guardians, patients, patients' attendants, all stake holders and the public at large to be worthy of the ideals of the University.

102 Every employee shall serve the University honestly, diligently and faithfully and devote his efforts and time exclusively to the functioning of the Institution.

103 Every employee shall abstain from entering into any dealing with any person, firm, organization, which has an adverse impact on the efficiency of the University/Institution.

104 The management may introduce various methods, operations, processes to improve the efficiency, efficacy and excellence of each employee from time to time and the same shall be binding on such employee.

11 CLASSIFICATIONS OF EMPLOYEES: -

Any employee may be classified as:

- (a) Permanent; or
- (b) Probationer; or
- (c) Temporary; or
- (d) Fixed term employment/ time bound contract; or
- (e) Trainee;

(a) 'Permanent employee':

A permanent employee is an employee who is/has been appointed to fill a permanent post and who has satisfactorily completed the period of probation or any extension thereof and whose appointment has been confirmed in writing by the Institution through any such officer as may





be duly authorized by the University.

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

(b) 'Probationer':

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

The period of probation shall ordinarily be one year for the Teaching Faculty and / or extendable by a further period of one year at the discretion of the University.

The period of probation may vary from one cadre to another and one position to another and the period of such probation for each cadre and position will be notified by the concerned Appointing Authority, in respect of employees engaged by it. The Appointing Authority, at its absolute discretion, may waive off or reduce or extend the period of probation of an employee, based on his competency and efficiency in his new job.

A probationer shall continue to be a probationer until confirmed in writing. An employee on probation cannot claim right of confirmation.

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

(c) 'Temporary employee':

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





(d) 'Trainee':

A trainee is one who is engaged for receiving training in such disciplines on such terms as may be decided by the University. No trainee shall have any claim for employment after the completion of the period of training.

The period of such learning shall vary depending on the job / discipline in which a person is undergoing training but shall not exceed one year, in any case. In the event the trainee fails to learn the job/work to the satisfaction of the Management, Management shall be the sole judge for curtailing / extending/discontinuing the training period earlier without assigning any reason thereof. The period of training shall be decided by the University and the trainee is bound by the applicable rules framed by the University. No Trainee shall have any right to employment or absorption in the University.

(e) Fixed term employment:

A fixed term employee is one engaged for a fixed term on contract. The appointment of a person as a fixed term employee shall cease automatically at the end of the period fixed under the terms of contract. The termination of services of a fixed term employee consequent upon the expiry of the period fixed under the contract shall not constitute retrenchment.

12 PROBATION:

121 Every employee may be appointed on probation for a specified period, generally one to two years. Probationary period for teaching staff will ordinarily be one year and for Non-teaching staff two years, unless otherwise fixed by the Management at its sole discretion.

122 The period of probation may be extended by one more year if the employee does not come up to the desired level of efficiency even at the end of the extended period, his appointment shall be liable to be terminated if he is direct recruit or reverted to the post held prior to promotion. An employee on probation cannot claim right of confirmation. Subject to Applicable Laws, his service during probation can be terminated without assigning any reason at the discretion of the management.

123 The Board of Management will be at liberty to reduce the probation period for any category/ies of employees, based on their job profile and job opportunities.





13 PERFORMANCE APPRAISAL:

13.1 The Management shall appraise or cause appraisal of the performance of every employee annually or periodically and /or as and when required as per the management policy and maintain the performance records of all the employees under the custody of the respective Head of Institution(s) or an authorized officer appointed by the University.

13.2 The performance of every teaching employee of an academic institution may be appraised at the end of completed Academic Year and for Non-teaching employees, the appraisal may be done at the end of financial year. This shall be done by an authority immediately next above in hierarchy and reviewed by the Heads of Institution or the Registrar.

The Performance appraisal for Teaching Staff shall be done within 90 days from the end of the Academic Year and for Non-Teaching Staff, within 90 days from the end of the Financial Year.

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

13.4 The report of Performance Appraisal and appraisal documents are confidential in nature and the same may be disclosed on "need to know" basis.

14 CONFIRMATION:

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

15 INCREMENTS:

15.1 An employee may be entitled to an annual increment as per the Pay-scale after completing twelve months of reckonable service including the probationary period at the sole discretion of the Management.

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

15.2 Where an employee is appointed on a consolidated pay and not on a scale of pay, adhoc lump sum increment may be granted at the end of every year at the sole discretion of





the management, provided that his performance and conduct are found satisfactory.

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

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

15.5 Withholding of the increment for a particular period may be with or without cumulative effect. In case of cumulative effect, the employee shall not be entitled to get the increment so withheld in future years. In case, the increment is withheld for a particular period without cumulative effect, the concerned employee shall be granted increment immediately after completion of the particular period e.g., if an employee who is appointed on 01-01-1998 is given punishment of withholding the increment for three months and if no clause is added that it will have cumulative effect, the increment that is due on 01-01-1999 shall be withheld for three months but the next increment which falls due on 01-01-2000 shall be given to him with effect from 01.01.2000 itself.

15.6 When an employee working in the lower scale of pay is promoted or appointed to a higher scale of pay, his increment shall fall due after he completes one year of service in the higher scale of pay.

15.7 The increment due to an employee shall be paid to him even if he is on leave on the due date, except in the case of leave on loss of pay/ unauthorized absence.

15.8 The increment which accrues on a day other than the first day of a month shall be advanced to the first day of that month and subsequent increments shall be regulated accordingly.

16. PROOF OF AGE:

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

- Birth Certificate; or
- Secondary school leaving certificate or equivalent with date, month and year of birth; or
- Any other documentary proof issued by the Government containing the date, month and year of birth.





Any document submitted at later point of time of his/ her employment shall not be considered as proof of age.

17 TRANSFERS:

17.1 All employees are liable for transfer / deputation from one Institution or department or branch of the University to another, including the Institutions run by the sponsoring body or trust (SAST) anywhere in Karnataka or outside, whether existing or which may come into existence in future, at the sole discretion of the Management.

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

Provided that the wages, grade, continuity of service and other conditions of service of the employees are not adversely affected by such transfer, except in case of transfer requested by an employee for his personal reasons and granted by the management.

18 BEHAVIOR WITH COLLEAGUES & GENDER DISCRIMINATION:

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

19. NOMINATION:

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

20. RESIDENTIAL ADDRESS / CHANGE OF ADDRESS:

20.1 Every employee shall give his / her correct local as well as permanent postal addresses to the human resource department at the time of his / her appointment and shall thereafter intimate in writing periodically as and when there is a change. Any communication required to be served on the employee shall either be delivered personally or by registered post / courier/ sent by email. The communication sent by the management shall be deemed to be served on the employee, if sent to the last recorded residential address /email address given by the employee. Any communications, other than routine work related communications, if sent by email, will be followed by a registered post acknowledgement due to the last known





address.

20.2 On being appointed, every employee shall submit information regarding age, address, marital status, number of children, number of dependents, educational qualifications, history of previous employment, training, references, etc., in the prescribed form. Any change in the information given should be reported to the human resources department immediately. In the absence of such information, the last known address on record shall be considered as the address of the employee for all communications.

21 UNIFORMS:

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

22 RESIGNATION/TERMINATION OF SERVICE:

22.1 A permanent employee desirous of leaving the University's services shall give an advance written notice of 3 months in case if he/she is a teaching staff or 1 month in case if he/she is a non-teaching staff for resigning from the services of the University, failing which he/she shall be liable to pay three months' or one month's salary, as the case may be. He shall continue to be in service till the resignation is accepted and relieving memo/order is issued by the management. However, the management shall have power at its discretion to accept the resignation by waiving balance notice period for the reasons to be recorded in writing and relieve the employee at any time before the expiry of the notice period.

22.2 An employee may be relieved of his/her duties at any time after he/she has been given notice of termination at the discretion of the management and he/she shall not be entitled to any payment of compensation/salary for the unexpired period of notice.

22.3 Any trainee / temporary / probationary employee desirous of discontinuing his traineeship or leaving the University's service can do so after giving 30 days' notice in case of teaching / research and in case of non-teaching 15 days' notice to the University.

22.4 The resignation once submitted by an employee and accepted by the management





cannot be withdrawn.

22.5 Employee is not permitted to avail or adjust un-availed Earned Leave against the notice period required to be served by him/her.

22.6 On the acceptance of resignation and its communication by the Management to the concerned employee, he shall settle all his dues to the University, hand over documents, cash, equipment and other properties or articles held in his custody within the date of expiry of the notice period or on or before the date on which he/she is relieved and submit no due certificate to that effect. If the employee fails to return any such documents, cash and other property in good condition and order, the Management shall have right to recover all such outstanding amounts and value of the property of the University from the salary or any amounts due and payable to the employee or in any other manner as the management deems fit.

22.7 After all the formalities as are completed and the no due certificate is submitted by the employee, he shall be entitled to get the relieving memo.

22.8 No leave of whatsoever kind due to the credit of an employee shall be adjusted against the notice period given by the employee while leaving the services of the University.

22.9 In all cases of termination of services of an employee whether by discharge or dismissal or otherwise and in all cases of resignation from service, the employee shall obtain a certificate from the management certifying that nothing is due from him/her to the Institution & obtain a no dues certificate from Finance Department / Library / Engineering Department or any other relevant department or section of the University.

23 TERMINATION OF EMPLOYMENT BY THE UNIVERSITY:

23.1 Subject to applicable laws, the service of a permanent employee may be terminated by giving three months' notice or by giving three month's salary in lieu of three months' notice, with or without assigning any reasons. Three months' pay in lieu of notice is given in exceptional cases in the best interest of the Institution.

23.2 When there is a need for the management to reduce the surplus staff, reduction of strength of the Institution or abolition of the department in which the employee is employed or redundancy of labour in the interest of the institution on the principle of





"last come first go", the management will provide three months' notice or payment in lieu thereof and comply with the requirements under applicable laws.

23.3 Subject to applicable laws, the service of a temporary / trainee may be terminated or discontinued by giving a notice of one month or payment in lieu thereof.

23.4 The service of a probationer may be terminated on performance issues at the end of the probationary period. However, for early termination of the period of probation, the Management will be required to give a notice of one month, with or without assigning reasons thereof. Subject to applicable laws, the services of an employee may be terminated by the University without notice or payment, if he has made false statements on matters germane to his employment in the University or suppression of facts at the time of employment or during the course of his service in the University.

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

23.6 The service of any employee is liable to be terminated on any of the following grounds after a notice of three months or payment of three months' salary in lieu of notice period:

(i) insanity, senility, physical infirmity ; or

(ii) physical or mental sickness or disability for a continuous period of 180 days, if in the opinion of an authorized Medical Board, if the disability render the employee permanently incapacitated for any work of the Institution.

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

23.8 The Institution reserves the right to terminate, dismiss or discharge any employee, if he/she is proved guilty of committing any act of misconduct or violates the terms of his/her employment with the University.





24 VACATING QUARTERS/ ACCOMMODATION BY RELIEVED/ TERMINATED EMPLOYEE:

24.1 If any employee who has been allotted/provided with a residential quarters/ accommodation by the management is relieved from his/her services upon resignation, termination, dismissal or discharge from service with immediate effect, he shall vacate the residential quarters/accommodation within 8 days from the date of termination of his/her service, unless extension is granted by the Management. Not vacating the quarters/accommodation provided by the management shall amount to illegal trespass and the concerned persons will be held liable for the same.

24.2 The Management may allow an employee to overstay in the quarters/ accommodation provided by the management for a period not exceeding three months, in case of exigencies recorded in writing. In such cases, the employee shall pay penal rent in addition to actual rent as fixed by the management. In this regard the decision of the management will be final and binding on the employee.

25 ABANDONMENT OF SERVICE:

25.1 If an employee remains un-authorizedly absent without prior written permission or prior written sanction or leave or overstays the leave originally granted or subsequently extended, the Management shall give him / her at least 3 recall notices to at his / her last known address, calling upon him/her to report for duty within a stipulated time. If he / she does not report for duty within a stipulated time, he/she shall be deemed to have voluntarily abandoned his/her service and he/she shall be deemed to have lost his/her lien on his/her job. The name of such employee will be removed from the rolls of the University.

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

25.3 If an employee proceeds on any foreign visit without prior written permission of the management, whether for personal reason or otherwise, shall lose lien on his employment.





26 RETIREMENT/ SUPERANNUATION:

26.1 The date of retirement of a teaching employee from the service of the University on superannuation shall be the date on which he/she attains the age of 60 years and the date of retirement of a non-teaching employee from the service of the University on superannuation shall be the date on which he/she attains the age of 58 years. However, if the date of superannuation falls on any day other than the first day or the last day of the month and if the employee makes a written request to continue in service till the end of the month, the University may permit such an employee to retire on the last day of the month. Provided the University may re-employ a retired teaching faculty who is medically fit and whose services are considered necessary and beneficial to the institution on fixed term contract as per the Regulation of respective Apex body.

26.2 In determining the age of the employee, the documents as specified in clause 16 of this rule shall be produced.

26.3 Any employee may be subjected to medical examination during his/her service with the University and if found physically unfit or mentally unsound to perform the duties, may be discharged from the services of the University. An employee shall cooperate with the Management in conducting medical examination. Refusal to submit oneself for medical examination shall amount to misconduct.

26.4 Subject to applicable policies, rules and regulations, an employee may seek voluntary retirement either after he has put in 20 years of qualifying service in the University or after he has attained 50 years of age. Any benefit available on voluntary retirement shall be at the absolute discretion of the Board of Management. An employee, who wish to take voluntary retirement, shall give notice of three months or pay of three months in lieu thereof.

26.5 In all ordinary cases, a retiring employee shall be permitted to avail the earned leave at his credit two months before the date of his retirement.

26.6 Encashment of Earned Leave;

If the employee has rendered uninterrupted service of 20 years and more, 25 years and more and 30 years and more may have the benefit of Encashment of Earned Leave on superannuation as decided by the Board of Governors from time to time. It is applicable PROSPECTIVELY from the date of notification of Service Rules.





NOTE:

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

27 Retirement Gratuity/Death Gratuity:

27.1 It is a lump sum amount paid to an employee based on the duration of his total service. The benefit of gratuity is payable to an employee on cessation of employment (either by resignation, retirement or termination, etc., provided he has rendered minimum period of 5 years of service) by taking the last drawn salary as the basis for the calculation. In case of death or permanent disability, the qualifying service of 5 years is not required.

Formula for calculation gratuity:

$$\frac{\text{Basic} + \text{DA}}{26} \times 15 \times \text{No. of Years of Service}$$

The gratuity will be reviewed on a case by case basis and the difference in payment of gratuity will be sanctioned with the approval of the Competent Authority, subject to a ceiling limit of Rs. 20,00,000/-.

The gratuity of an employee, whose services have been terminated for any act, willful omission or negligence causing any damage or loss to, or destruction of, property belonging to the employer shall be forfeited to the extent of the damage or loss so caused. Further, the gratuity payable to an employee may be wholly or partially forfeited -

- (i) if the services of such employee have been terminated for his riotous or disorderly conduct or any other act of violence on his part, or
- (ii) if the services of such employee have been terminated for any act which constitutes an offence involving moral turpitude, provided that such offence is committed by him in the course of his employment with the University.

27.2. The employees covered under the Payment of Gratuity Act, 1972, as amended from time to time, will be entitled to payment of gratuity, in compliance with the said Act.





28 CLEARANCE CERTIFICATE:

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

29 SERVICE CERTIFICATE:

Every employee who has worked in the capacity of a permanent / probationary employee and who leaves the service, retires, is dismissed or discharged shall be given a service certificate, if he applies for one and subject to his / her obtaining all necessary clearances pertaining to his / her separation. The Management shall authorize an official of the Institution to issue Service Certificates to the employees. The Service Certificates issued by any other authority shall not be valid.

30 FIDELITY AND SECURITY BOND:

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

30.2 The management shall have the right to require every employee to serve for a specified period from the date of joining service. In the event of resignation from service before completion of such specified compulsory service period, the management shall have the right to require the employee to pay to the Institution compensation in lieu thereof, as may be decided by the management.





CHAPTER IV CONDUCT AND DISCIPLINE RULES

31 EMPLOYEES OBLIGATION:

31.1 Every employee shall at times: -

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

31.2 (i) Every employee holding supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his control and authority;

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

31.3 No employee shall:-

- a) use his position or influence directly or indirectly to make any personal gain or to favour any third party or to secure employment for any person in any concern with which he has or had official dealings in connection with the business of the University.





- b) bring or attempt to bring any outside influence to bear upon the management to further his personal interests in the University.
- c) misuse the amenities provided for him by the University to discharge his official duties.
- d) accept any gifts, presents, gratis, payments or other favours from the students, patients, patients' attendants, suppliers, contractors, dealers or anyone connected to the University without the prior written permission from the management.
- e) disclose/divulge/use of any confidential information gained in the course of his employment in the University for personal gains/profit or advantage for himself or any other person, and
- f) engage directly or indirectly in any trade or business or avocation or undertake any other employment while in services with the University.

31.4 No employee shall:-

- a) propagate/indulge in communal or sectarian activity.
- b) discriminate against any person on the grounds of race, sex, religion, caste, creed, language, etc.,
- c) indulge in or encourage any form of malpractice, and
- d) accept private tuition.

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

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

32 PROPERTIES OF THE UNIVERSITY:

32.1 Every employee shall

- (i) take due care of the property, materials, instruments, equipment, machines, furniture, cash, etc., of University entrusted to his care and shall take all reasonable precautions to safeguard them against accidents, damage, loss or pilferage. Where damage or loss is attributable to the mishandling or misuse, such an employee shall be liable for disciplinary action as may be deemed fit by the Management. Besides, the





management shall be entitled to recover the assigned/assessed value of such breakage, damage or loss from the employee as deemed fit.

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

33 UNAUTHORISED POSSESSIONS OF GOODS, ETC.:

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

34 UNAUTHORIZED PERSONS IN THE PREMISES:

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

35 POSSESSION / CONSUMPTION OF INTOXICATING DRINKS AND NARCOTICS:

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





36 PARTICIPATION IN POLITICS AND ELECTIONS:

No employee shall be a member of or be otherwise associated with any political party or any organization which takes part in politics nor shall he take part in or subscribe in aid of or assist in any other manner any political movement or activity. Further, he shall not contest, canvass or otherwise interfere or use his influence with or take part or contest in any election to any legislature or local authority or panchayati raj institution or co-operative society other than the employees co-operative society of the University.

37 DEMONSTRATION AND STRIKES:

No employee shall organize or participate in any demonstration in the premises of University or within 500 m radius from the University compound, which is prejudicial to the University or public order, decency or morality or which involves defamation or contempt of court. He shall also not resort to or in any way instigate, incite or abet any form of strike or stoppage of work.

38 CONNECTION WITH PRESS, RADIO AND TELEVISION:

No employee shall, except with the prior permission of University and in the bonafide discharge of his duties, participate in a Radio/TV broadcast, give speech to public, or contribute any article or write any letter to any newspaper or periodical or publish any pamphlet anonymously or pseudonymously or in his own name, on a subject which may have a bearing on the affairs of University or detrimental to the image/interests of University. Any religious preaching or political propaganda during working hours and/or within the premises of the Institutions/University and/or in his official capacity and/or representing as an employee of the Institution/University is strictly prohibited and any violation shall be treated as misconduct.

39 CRITICISM OF MANAGEMENT:

No employee shall criticize the management either in the press or over the Press / Social Media or on any public platform. Any grievance of an employee shall be discussed with his immediate superior or such other person/s notified by the management or with the management, in an appropriate manner.





40 INVENTION AND PATENTS:

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

Such inventions, discoveries, intellectual properties and all rights and interests embedded therein shall be the property of the University and the employee shall take appropriate steps to perpetually, on a world-wide basis and irrevocably assign such rights and interests to the University

41 UNAUTHORISED COMMUNICATION OF INFORMATION:

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

42 UNAUTHORISED PUBLICATIONS OF OFFICIAL DOCUMENTS:

No employee, while in service of University or after retirement, resignation, dismissal or discharge, shall make public or publish any documents, papers or information which might have come into possession in his official capacity, without obtaining prior written permission from University.

43 'IDENTITY CARD':

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

43.1.1 Identification;

43.1.2 Entry and Exit;

43.1.3 Attendance recording;

43.1.4 Emergency contact or for any other purpose which may be notified by the university from time to time.

43.2 Every employee shall possess and wear the identification badge which shall contain his photograph and signature and/or name badge to be visible while on the premises of the University. All employees shall comply with all instructions in regard to the custody of





the badge and shall show it to any person authorized to inspect it at any time when required.

43.3 Every employee shall take utmost care against the loss of badge and shall, in the case of it being lost, immediately notify to the superior/HOD. A duplicate shall be issued on payment of requisite fee as may be fixed from time to time. Any employee who has been supplied with identity badge, uniforms or any other apparel shall wear/carry with him the same during the duty hours of the University. Any employee failing to comply with the same shall be liable for disciplinary action.

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

44 SEARCH:

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

44.2 The quarters, accommodation, electronic, communication and storage devices, emails and such other facilities provided by the University shall also be liable to be searched in the presence of the employee concerned. Where the employee is absent or refuses to be present at the search, the search may be made in the presence of four witnesses, amongst at least two shall be women employees.

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

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

45 DUTIES, BEHAVIOR & OBLIGATIONS OF THE EMPLOYEE:

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

45.2 Every employee shall carry out the work allotted by his/her superiors conscientiously





- and to the best of his ability and observe all the rules contained herein as well as other instructions, directions, stipulations policies, guidelines, standard operating procedures and practices, which may be notified from time to time by the University.
- 45.3 No employee shall enter or pass through departments other than those in which he is employed, unless doing so is necessary in the course of his duties and he has been authorized to do so by the Superior/HOD.
- 45.4 Every employee shall commence work at the official starting time and continue working until the official closing time, unless permission or instructions to stop work earlier has been issued by the competent authority.
- 45.5 No employee shall leave the premises/place of work during working hours without prior permission from the Superior/HOD.
- 45.6 No employee shall engage himself in any other work or trade excepting that of the Institution either for himself or for any other person during his employment with the University. No employee shall engage in any activity prejudicial to the name, reputation or interests of the University and its business.
- 45.7 No employee shall disclose any confidential matter regarding the University business methods, inventions, know-how, secrets, etc., which has come to his knowledge in the course of his employment with the University to any un-authorized person or authority, to the press or the electronic media, unless permitted by his superior to do so in writing.
- 45.8 Every employee shall be courteous to any visitor/customer/supplier/ patient/guest/ caretaker, on business and to his colleagues, superiors and to all people during his work in the Institution and attend to them without any loss of time with all sincerity, punctuality and urgency that it deserves.
- 45.9 Every employee shall be responsible for and shall take proper care of all machines, tools, apparatus, appliances, instruments, drawings, vehicles or other materials/ properties of the University. No employee shall take out any article, document, materials or property belonging to the University, or of other employees, suppliers, patients / caretakers/ guests/visitors or any other person, agency, etc., without prior permission from his superior, neither shall he conceal nor attempt to conceal any such





articles or materials etc. In the case of any necessity of any employee taking the above materials out of the University with the permission of his superior, a pass in the prescribed form shall be issued by the superior in this regard. Such pass shall be produced for security check.

45.10 Every employee shall take all precaution to safeguard the University's property to prevent accident and/or damage to it. Every employee shall, at once, report to his supervisor any defect which he may notice in any machinery/equipment connected with his work. Also, he shall immediately report any defect or occurrences which he may notice and which might endanger him or any other employee of the University, or the patients/guests/visitors of the University or might result in damage to the University's or somebody else's property. It is the duty of every employee to ensure that the machine and/or place around the machine is kept clean and tidy always.

45.11 Strict observance of all the safety instructions/norms including fire precaution and protection is obligatory on the part of every employee. No employee shall, unless specifically authorized, interfere with any safety device or any machine, either running or idle. All protective clothing and/or appliance provided for the safety of the employee shall be worn by him while on work.

45.12 No employee shall indulge in and force or cause other employee to participate in any organizational activities not connected with the University, whether in isolation or jointly, in the premises of University. These activities include any trade union activities like holding meeting, canvassing for trade union, fund raising for trade union, shouting slogans, leading or participating in processions, distribution of leaflet or any literature, posters either in physical or in any electronic form during working hours of the University. These activities also include any activity connected to a political party, religious organization or fundamentalist group.

45.13 The management may prescribe for any set of employees or all of them to wear uniform, safety gears and personal protection equipment. These uniforms, safety gears and protective instruments shall be the property of the University. The safety gears and protective equipment cannot be taken out of University, except with the written permission of the superior.





- 45.14 Every employee shall be responsible for and shall take proper care of the machine, equipment, materials, etc., generally and specifically entrusted to him.
- 45.15 No employee shall interfere in performance of the assigned duties by an employee or hinder performance of University's duty in any way.
- 45.16 Every employee shall, whenever required by the University, travel to such locations/destinations to carry out his duties and as may be directed by the University.
- 45.17 All employees shall always maintain good housekeeping in and around their place of work or around their department.
- 45.18 Every employee, irrespective of the trade / skill to which he was originally selected, shall be required to undergo training in other trades/ skill on the basis of multi-skill, multi-trade concept, both for redeployment of employees as also for his career advancement. It shall be the responsibility of every employee to attend such training before such redeployment and acquire new skills.
- 45.19 No employee shall undertake any assignment, occupation, employment, vocation and higher studies, trade, trade business or calling directly or indirectly outside his employment without the University's specific approval in writing.
- 45.20 All work in the Institution shall be considered dignified. Every employee shall be prepared and agreeable to perform any job when required by the management in the interest of the uninterrupted and productive working of the Institution /University.
- 45.21 Every employee shall follow the chain of command and all his actions/activity shall be as may be authorized by his immediate supervisor or his HOD.
- 45.22 Every employee shall always be neatly dressed in uniform as per the uniform policy while on duty and shall keep his person and work place clean at all times, and shall assist the University/authorized persons to maintain good housekeeping and cleanliness of the University. The employee shall comply with the dress code of the University as notified from time to time.
- 45.23 Every employee has to present himself at the place of work as notified to him, in a clean and neat manner and adhere to the personal hygiene standards which the University may notify from time to time.





46 ENTRY AND EXIT:

46.1 No employee shall enter or leave the premises of the Institution, except through the gate or gates provided for the purpose and as specified by the university.

46.2 Every employee shall show his identification badge to the security staff on duty while passing through such gates or places of entry / exit.

46.3 No employee shall enter the premises of the Institution, except when on duty, without the permission of the superior/HOD in this behalf.

46.4 The University reserves the right to bar entry into its premises of an employee who is:

- a) not following the registered procedure of entry/ exit, or
- b) suspected to be under the influence of alcohol or narcotic substances or drugs, or
- c) suffering from any contagious or infectious disease, or
- d) in possession of any material prejudicial to the security of the University, its employees or visitors, or
- e) likely to create disturbance & disturb peace at work, or
- f) reasonably considered hazardous for safety & health, or
- g) suspended or laid off from his services.

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

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

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





and shall obtain a gate pass from his HOD/superior.

46.8 Any employee who is off duty, or has been granted leave, laid off, suspended, discharged, dismissed or has resigned or is not working for any reason or is declared to be suffering from an infectious disease, shall immediately leave the premises of the Institution and shall not enter any part of it except with the permission of the HOD/superior in this behalf.

46.9 No employee shall take inside the premises of the Institution any outside person without the permission of the HOD/superior.

46.10 Every employee may be searched at the main gate or such other specified entrances of the University by the security staff on duty or by any other person appointed by the management for that purpose.

~~46.11 Every employee shall be liable to be searched at any times while entering or leaving or when within the University premises, during or outside working hours, by the security staff or by any other authorized person/s. All personal belongings including, all clothing, tiffin boxes, documents, pens, foot wear, glasses, bags, watches, computer peripherals and receptacles of any kind are liable to be searched and the employee shall offer them for search when required.~~

46.12 Every employee shall be liable to be searched both at the time of entry and exit or at any other time as may be required by the Superior/HOD, by a person of the same sex authorized by the superiors in this behalf. Such checks/ searches shall be done at the nearest security post or department or office.

46.13 Every employee shall be liable to be searched by the security staff or by any other person authorized by the management, in any part of the University's premises, at any time, if the management suspects that the employee is in wrongful or unauthorized possession of any property belonging to the University or to other persons.

46.14 No packages, parcels, medicines or any other articles, except tiffin boxes (containing only eatables), reading materials, newspapers, magazines and dress shall be allowed to be taken inside the University premises. Such articles which are not allowed to be taken inside the University premises, may however be left at their own risk with the security personnel at the main gate, or such other gates provided for the purpose. When the employee goes out of the gate, such tiffin boxes and or any other





materials or packages in his possession shall be kept open for inspection to the security staff.

46.15 The right to regulate the entry into work areas shall vest solely with the management as may be notified from time to time.

46.16 Any article belonging to the University found in his or her possession shall be liable to be confiscated and action shall also be taken against him/her under these rules and under any other law for the time being in force from time to time.

46.17 The outgoing packages must bear the signature of the respective heads of the department or superior as may be authorized in the prescribed gate pass but they are liable for inspection by the security officer. No property or any other material or equipment, etc., belonging to the Institution /patients/visitors /guests and other employees shall be taken out of the premises without obtaining a gate pass from one of the officers authorized to issue the same.

46.18 No employee shall be permitted to bring their personal belongings into the Institution. All such personal belongings of the staff must be deposited at the security office and not brought inside the premises.

46.19 No employee shall be permitted to bring their personal jewelry, valuables, etc., to the premises and if he does so and if any theft or loss of the same occurs, then it shall be entirely at his own risk and the management shall not at all be responsible for the same.

46.20 Every employee shall be required to make available all articles carried by him for inspection at the gate. The management shall have the right to prevent any entry or exit of any employee for any reasonable cause.

46.21 An employee coming on bicycle, scooter, motor bike, car or any other vehicle shall be required to park the same in the area/place earmarked for the purpose of such parking and shall be searched by the security at the gate.

46.22 Any employee who wants to enter the Institution during the period other than his normal duty hours may do so at the sole discretion of the management.





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

47.1 The management shall have the right to stop work in any section or sections of the University / Institution / Hospital wholly or partially for any period without giving any advance notice at any time in the event of fire, catastrophe, breakdown of machinery or stoppage of power supply, epidemics, shortage of patients, or such other causes beyond its control, civil commotion, agitations, violent actions, go-slow gheraos, obstructions, intimidations threatening sit in strike or any other reason or any such actions by the employees, either individually or collectively, which will make the smooth working of the University / Institution / Hospital management practically impossible.

47.2 In the event of such stoppage during working hours, the employee affected shall be notified by notices put up on the notice board as soon as practicable as to when work will be resumed and whether he should remain at or leave his place of work. The employee shall not ordinarily be required to remain for more than two hours after the commencement of the stoppage. Any payment for the period of such stoppage will be in accordance with applicable laws. Whenever practicable, reasonable notice of resumption of normal work shall be given.

47.3 Where the employees are laid off for short periods, such period of lay off may be treated as holidays with or without salary as the case may be. If, however, the employees have to be laid off for long periods, the management shall have the right to retrench/terminate their services after giving them due notice or payment in lieu thereof.

47.4 The management and the employees shall adhere to the provisions of the applicable laws, in respect of lay-off.

47.5 The management shall have the right to remove any employee when his service is found surplus. In case of retrenchment of non-workmen category of employees, the University shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the University retrenches any other workman. Upon such retrenchment, the management shall not be bound to pay any compensation to such retrenched employee, except as provided for under the law.

47.6 All notices required to be given under these rules shall be displayed on the notice boards at the office of the Human Resource Department of the Institution. When a notice





pertains to a particular department or departments only, it shall be displayed in the department concerned.

47.7 The management may in the event of a strike or lockout affecting either wholly or partially any section or department of the Institution close down either wholly or partially such section or department as well as any other sections or departments affected by such closing down. The fact of such closure shall as soon as practicable be notified by posting a notice displayed on the notice board in the departments concerned. Subject to applicable laws, the employees concerned shall also be notified by the general notice on the notice board.

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

48 STRIKE / LOCK-OUT

48.1 If any employees without giving at least fourteen days' written notice to the University / management / Institution absent from work or being present at the work spot, refuse to work, such action shall be construed as an illegal strike by the employees. The employees striking work will not be entitled for wages for the strike period, on the principle of "no work no wage", if the strike is illegal or unjustified. Further, under certain circumstances, the Management shall be entitled to deduct an amount not exceeding to 8 days' salary from the salary of such employees, which shall be without prejudice to the right of the management to take disciplinary action.

49 WORKING OUTSIDE THE OFFICE HOURS AND ON HOLIDAYS:

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





50 ATTENDANCE AND LATE COMING:

50.1 Every employee shall be at work in his designated place / area during the time fixed and shall commence work at the assigned place and at the time fixed for commencement of work in accordance with the notified working hours. He shall sign against his name in the attendance register and also mark his attendance in the electronic records or biometric system maintained either in the department or in a place decided by the Management.

50.2 Every employee shall personally record his time on attendance at the work spot, in such manner as may be prescribed from time to time, before the time of commencing work, before and after any rest intervals and at the time of exit after working hours, no employee shall record attendance for any other employee.

50.3 Subject to applicable laws, an employee failing to record attendance is liable to be treated as absent for the day, unless he gives adequate reasons in writing for his failure to do so and the same are accepted by his superior.

50.4 The employee shall be present punctually at the specified time at his allotted place of work. Any employee who does not report at his appointed place of work at the time fixed, or is late by more than fifteen minutes from the time fixed, subject to applicable laws, is liable to be kept out and treated as absent for the day unless he gives, to the satisfaction of the authority designated for the purpose, adequate reasons in writing for his late coming or absence from his work spot.

50.5 The starting and closing of work period, the starting and closing of interval period shall be notified from time to time and shall be based on the time indicated on the device/instrument specified for recording attendance.

50.6 No employee shall leave the work place during the working hours without obtaining permission from his HOD/superior. If any employee is found to have left the assigned place or places of work before the start of the interval period or before the close of the shift, such employee shall be deemed to have committed an act of misconduct and shall be liable for disciplinary action as provided for in these rules, besides marking absent for the period of his absence.

50.7 If any employee leaves the work spot during working hours without prior permission and or without any satisfactory reason, such employee shall be liable to be treated as absent for the whole day, in case the absence commences before the interval period and half a





day if the absence commences after the interval period.

50.8 If an employee does not report at his workplace punctually at the specified time the word 'late' shall be entered by the head of the department / Management against his name. If an employee commits an act of late attendance or absence from the place of work without permission for more than three days in a month he shall be considered a habitual late comer / absentee and the said act shall be considered a misconduct warranting disciplinary action in accordance with the rules. Any employee coming late shall not be entitled for salary on the principle of "No work-No pay."

50.9 Every employee, before commencement of shift or on completion of shift duty, shall enter/leave the University premises, ten minutes before the commencement or within ten minutes after closing of the respective shifts. At any rate, his coming into the designated work place or his stay in the University premises after the closure of the shift time shall not exceed beyond fifteen minutes.

50.10 Any employee reporting late within fifteen minutes from the appointed time may at the discretion of the Supervisor/HOD, be permitted to work. However, an employee reporting late by more than fifteen minutes from the appointed time on any day shall not be permitted to work. For the period of such non-attendance, the employee shall not be entitled for salary.

50.11 If any employee's record pertaining to late coming, missing from the work spot and absence from work results in loss of training or probation or regular service, the same shall attract suitable action as per the University guidelines from time to time.

50.12 Absence without proper sanction or absence without valid reason shall not be sanctioned as "leave on loss of pay" but shall be treated as unauthorized absence.

50.13 If any employee after registering his attendance in the manner prescribed is found absent from his place of work during working hours without permission or if although present in such place refuses to carry out his work, it shall be construed as misconduct. In addition, the concerned employee's salaries shall be deducted in accordance with law.

50.14 If an employee desires to leave early or arrive late for work, prior permission shall have to be obtained from the concerned department head and the same needs to be communicated to the Superior/ Head of the Department.





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

51 PREVENTION OF SEXUAL HARASSMENT OF WOMEN AT WORKPLACE:

Any employee complaining of sexual harassment may lodge a complaint with the Internal Complaints Committee (ICC). Any act of sexual harassment shall be a misconduct and the person proved guilty of committing an act of sexual harassment shall be punishable, in accordance with these Service Rules and Applicable Laws. For details, please refer to the policy on Prevention of sexual harassment of women at workplace herein below.

52 MISCONDUCT:

"Misconduct" shall include an act of omission or commission, express or implied, custom or urge, whether specified herein or otherwise, either singly or in collaboration with others, whether amounting to a substantive act, abetment or connivance committed within or outside the premises of University, if related to the maintenance of discipline or pertaining to the interest of the management or other employees or officers of the management. Any act of omission/commission/ indiscipline which affects the reputation or prestige of the management shall amount to misconduct whether committed within or outside the premises of University.

53 ACTS CONSTITUTING MISCONDUCT:

53.1 Any act of omission and/ or commission or breach of applicable laws or terms of his employment with the University or breach of discipline on the part of an employee shall render him liable for disciplinary action for misconduct.

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

- (i) Insubordination or disobedience of any lawful and reasonable order of a superior officer / head of the department.
- (ii) Participation in any strike/demonstration, gherao and or any other kind of





agitation or abetting and inciting such agitational activities which is unjustified or against any law, agreement or award or settlement or abetment or working in furtherance thereto.

- (iii) Theft, fraud, dishonesty, embezzlement or misappropriation in connection with the work, business or property of the University.
- (iv) Theft, fraud, embezzlement or misappropriation of property belonging to other employees or patients or students or guests or visitors inside the premises of the University.
- (v) Absence without leave or habitual absence without leave or habitual late coming.
- (vi) Accepting service for any consideration inside or outside the University /College / Hospital/ Institution or under any person without the written approval of the Management.
- (vii) Giving false evidence or statement in any domestic enquiry held by the University or in a case conducted in a Court of law in which the University is a party.
- (viii) Travelling or carrying unauthorized passengers and materials in any of the University's vehicles without valid authority.
- (ix) Collection or canvassing for collection of any money for any purpose within the premises of the University without prior permission of the superiors except as permitted by any law for time being in force.
- (x) Sleeping while on duty.
- (xi) Distribution or exhibiting inside the premises of the University hand-bills, pamphlets or posters without prior permission of the management.
- (xii) Unauthorized disclosure of information about the administrative or organizational matters, security arrangements, technical knowhow, business or affairs of the University which has come to the knowledge / possession of the employee.
- (xiii) Gambling or playing cards or betting within the premises of the University or the Institution /hospital or canvassing for sale of lottery ticket/tickets/ tokens/ coupons or canvassing for any commodities, chit funds, or canvassing for any travel insurance or commercial agency, etc., within the premises of the University.
- (xiv) Conviction in any Court of Law for any criminal offence under the Indian Penal Code.
- (xv) Refusal to accept memorandum or charge sheet or any other communication issued





- by the superior or disciplinary authority.
- (xvi) Participation in any movement prejudicial to the interests of the University.
 - (xvii) Not allowing the employees/officers/superiors of the University either to enter or come out of the premises or causing ingress or egress of the material or machines of the University or wrongful confinement or coercion or any employee / officer of the Management within or outside the premises of the University.
 - (xviii) Tampering with any of the records of the University.
 - (xix) Acts of immorality or involving moral turpitude within or outside the premises of the University.
 - (xx) Refusal to work beyond the stipulated period of work or on holidays when specifically instructed to do so by the Management.
 - (xxi) Possession of un-licensed weapons, dangerous or illicit drugs within the premises of the University.
 - (xxii) Sexual harassment of any co-employee or student, patient, patient's attendants and or any other person who would be involved with the University including such unwelcome sexually determined behavior (whether directly or by implication) such as,
 - (a) physical contact and sexual advances
 - (b) a demand or request for sexual favours.
 - (c) sexually coloured remarks/comments.
 - (d) creating an intimidating or hostile working environment for a female employee
 - (e) showing pornography,
 - (f) any other unwelcome physical, verbal or non-verbal conduct of sexual nature.
 - (xxiii) Habitual late attendance or habitually leaving work before time or habitual absence from the place of work or absence without leave or overstaying the sanctioned leave;
 - (xxiv) Habitual or gross negligence of duties or defective work due to carelessness / neglect of work or refusal to carry out duties entrusted;
 - (xxv) Willful slowing down in the performance of work, malingering or abetment or instigation thereof; intimidating, abetting, inciting, coercing others to slow down or to strike work acting in furtherance thereof;
 - (xxvi) Assaulting, abusing, coercing, threatening, intimidating, drunkenness, boot legging, riotous / disorderly or indecent behavior, indecent gesturing or quarrelling with any





person or other employees or officers working within / outside the premises of the University / Institution / Hospital;

- (xxvii) Carrying on or speculation of any kind within the premises of the Institution;
- (xxviii) Smoking or spitting or chewing pan or tobacco or ghutka in the office, patient's wards or in any other place within the premises of the Institution / University;
- (xxix) Canvassing for the union membership or collection of union dues within the premises of the University except in accordance with any law.
- (xxx) Distribution or exhibiting within the premises of the Institution, hand bills, pamphlets, posters, effigies and such other things or causing to be displayed by means of signs or writing or other visible representation on any matter;
- (xxxi) Staying in or conducting / holding un-authorized meetings / demonstration inside the Institution / hospital / University or within 500 meters outside the premises of the University or obtaining signature of the employees or pasting any notice inside the premises of the University;
- (xxxii) Engaging in private work or trade or business within the premises of the University;
- (xxxiii) Carrying concealed weapons or explosives, fighting with or attempting bodily injury to any another employee, student, patient, patient's attendants or any other person with in the premises.
- (xxxiv) Breach of any of the provisions of the rules or any law applicable to the Institution or any statutes, rules, policies, notices, standard operating procedure, etc.;
- (xxxv) Causing loss or damage to the property of the University or of the patients or any person connected with the University owing to irresponsible action or negligence or subversive or unethical practices;
- (xxxvi) Offering, demanding or accepting bribe or secret commission, discount, any illegal gratification whatsoever in cash or kind;
- (xxxvii) Failure to show proper consideration, courtesy or attention towards patients, customers, officers or other employees of the University and misbehaving with them;
- (xxxviii) Commission of any act which is fighting, drunkenness, riotous or disorderly or indecent behavior or any act subversive of discipline or good behavior within or





outside the premises of the University;

- (xl) Falsifying records or giving false evidence or statement or refusing to give testimony in regard to incidents in the Institution or other matters related to the business which are being investigated or being considered or in any domestic enquiry held by the University or in a case conducted in a court of law in which the Management is a party;
- (xli) Making false or incorrect statements or information with regard to any matter on which the management may require him to make a statement/provide information;
- (xlii) Refusal to sign a statement of declaration given by himself or to receive or acknowledge or accept notices, accept warnings, memorandum of charge sheet or any other communication issued to him by the Competent Authority or disciplinary authority of the Management;
- (xliii) Causing damage to work in process or to any property including database or software of the Institution /University;
- (xliv) Obtaining leave on the pretext of being sick or any other false pretext and during the same period working elsewhere or attempting to obtain work elsewhere abusing leave facilities;
- (xlv) Punching the attendance card of any other employee or forging the signature of another employee in the attendance register or falsifying records either of himself or of any employee in any manner in respect of attendance or payment of salary;
- (xlvi) Habitually remaining in toilet/tea room/ cafeteria/canteen or any other place for an unreasonably long period of time within the premises of the University;
- (xlvii) Failure to report accident/injuries on duty and/or failure to give evidence in respect of such accidents/injuries;
- (xlviii) Printing, publishing, tweeting, uploading, and/or distributing and/or uttering any defamatory/derogatory words or materials in respect of the University or its officers or any other employee in any form;
- (xlix) Un-authorized possession of University's property whether inside or outside the premises of Institution;
- (l) Staying in the University's premises without permission after regular hours of work;
- (li) Usage of Institution's e-mail, internet access for transmitting, retrieving, viewing,





hearing, storage of any communication/data which are not connected with the work of the Institution;

(lii) Slowing down in performance or work or inciting others to slow down or adopting or inciting others to adopt slow down or any tactics to that effect by whatever name called;

(liii) Engaging in fights, scuffles or altercation with fellow employees in the Institution;

(liv) Soliciting any tips from the patients and their relatives or anybody else or accepting any tips from the patients and their relatives or anybody else;

(lv) Habitual commission / omission of any acts for which a fine may be imposed under the Payment of wages Act, 1936 amended from time to time;

(lvi) Taking extended breaks either before or after the indicated timings or not being available at the place of work during the working hours including any shift timings;

(lvii) Any conduct of the employee which endangers the safety of the Institution / premises, machinery, equipment or personnel brand image or reputation belonging to University (subsidiaries branches, Institution);

(lviii) Committing any act whether within or outside the premises of the Institution /hospital amounting to any offence or which would tend to have effect or result in damaging the reputation, public confidence, discipline, or prestige of the Institution /hospital or committing any act which is in any way detrimental to the interest of the Institution;

(lix) Doing money lending business or any other monetary transaction or conducting chits or business or utilizing one's position as an employee of the University for personal gain, irrespective of whether the actual transaction is made either within or outside the premises of the University;

(lx) Unauthorized use or misuse of the property or the premises of the University/ the Institution / hospital or unauthorized / forcible occupation of any part or portion of the premises of the University;

(lxi) Willful breach of an expressly prohibited act, failure to observe safety instructions notified for the purpose or interference with any safety devices or equipment installed, and safety of the guests or employee's property;

(lxii) Delivering speech tending to incite or instigate employees to violence against the





management of the University or raising slogans against the management or offices of the University maligning or sabotage or abetment or instigating thereof;

- (lxiii) Committing any nuisance in the University / Institution / hospital or near the outskirts of the hospital /Institution/ University premises thereby disturbing the peace of the hospital/Institution/ University;
- (lxiv) Willful non co-operation with fellow employees for proper discharge of duties.
- (lxv) Not wearing the specified uniform and identity cards while on duty, wearing of uniforms provided by the Institution / Hospital outside duty hours or misuse of the identity card issued by the Management;
- (lxvi) Refusal to sign any documents, form or register kept or maintained for the purpose of maintaining daily records;
- (lxvii) Failure to deposit any lost article found in the premises of the Institution with the security department (lost and found) and obtain a receipt for the same;
- (lxviii) Non observance of hygienic conditions in the premises of the Institution;
- (lxix) Spreading false rumors or giving false information which tends to disrepute the University / Institution /hospital, its brand entities or its employees or spreading panic among the employees;
- (lxx) Refusal to present or failure on the part of any employee to present himself before the medical officer appointed and notified by the management for a medical checkup and failure to carry out his instructions;
- (lxxi) Possession or use of any intoxicating liquors, drugs or narcotics while on duty within the premises of the University / Institution or attending work after consuming the intoxicating liquors / drugs / narcotics or behaving in such a manner as to violate common decency or morality within the premises of the University;
- (lxxii) Handling any machine, apparatus, vehicle etc., not entrusted to his charge;
- (lxxiii) Tampering, falsification, forging, defacement or destruction of the records, bill or any documents of the Institution / University;
- (lxxiv) Use of foul or abusive or vile or obscene language or gestures, signs or postures against or misbehavior with any officer, employee, student, patient, patients attendants, visitor or guest within the premises of the University or the Institution or the Hospital;





- (lxxv) Disfiguring or damaging the Institution / hospital and quarters premises including entrances, walls, equipment, fittings, fixtures, furniture, and furnishings;
- (lxxvi) Invasion of privacy of the patient, divulging any information regarding patient, their conditions or such other matters which may come to an employee's knowledge during the course of his duty/employment in the University / Institution / Hospital;
- (lxxvii) Carrying outside the Institution / hospital premises books, equipment, apparatus, documents, and any other property of the Institution / hospital or relating to the affairs of the Institution / hospital/ University, unless authorized in writing by the Management;
- (lxxviii) Overstaying in the quarters of the University and or allowing guests or unauthorized persons to stay in the quarters allotted to an employee;
- ~~(lxxix) Not paying rents/money for occupying the quarters provided by the Institution;~~
- (lxxx) Procuring wrong medicines from the pharmacy or administering wrong treatment, or omission to administer proper treatment to the patients at an appropriate time in the hospital of the University;
- (lxxxi) Rendering the medicines unusable by opening or in any way;
- (lxxxii) Using medicines or other materials meant for the customers or patients for personal purposes or using the University facilities un-authorizedly for personal gains; or
- (lxxxiii) Any misconduct mentioned above committed in or in connection with the work of the Institution whether the misconduct committed is within / outside on the premises of the University and hospital.
- (lxxxiv) Any act/ omission identified as an incident of "misconduct" anywhere in the offer letter or appointment letter or employment agreement or these Service Rules or statutes, policies, rules and regulations of the University or applicable laws;
- (lxxxv) Any other acts, commission or omission which the Management views as misconduct.





54 FUNCTIONS AND RESPONSIBILITIES OF PERSONS INVOLVED IN THE EXAMINATION WORK

54.1 Duties of a Teacher: - (1) Every teacher of the University or Constituent college or Institution shall carry out the work relating to Teaching, Research, Examination or Academic work assigned to them by the University from time to time.

(2) For the purpose of sub-section (1) both the teaching and non-teaching employees in the services of the University and also in the constituent colleges of the University shall be administratively controlled by the University and shall abide by the instructions or orders issued by the University from time to time.

54.2 Obligation to perform the examination work:- (1) Any person who is entrusted with the examination work relating to invigilation, supervision, paper setting, evaluation, conduct of practical examinations, printing of question papers and answer books, tabulation and preparation of marks cards and all such activities incidental thereto and connected therewith shall discharge such duties prudently and with utmost integrity for attainment of the academic standards. (2) If any person who has been allotted the examination work under sub-section (1) is found guilty of breach of duties or involves in any misbehavior shall on conviction be debarred for a period which may extend to three years or with a fine up to five thousand rupees or with both as per Malpractice or Professional Misconduct Committee Regulations of the University, as amended from time to time;

54.3 Punishment for abetment of offences. - Whoever instigates or abets the commission of offence punishable under section 53 shall, on conviction be punished with the same punishment provided for in that section.

54.4 Prohibition of private tuition .- No Teacher of the University or constituent college shall engage himself in private tuition or in any other employment or job in any manner without the written permission of the University or the authority which appointed him.





55 SUSPENSION:

55.1 The management shall have the right to place under suspension pending disciplinary proceedings, an employee who is alleged to have committed any one or more acts of the above misconducts.

55.2 An employee of the University who is detained in police custody whether on a criminal charge or otherwise for a period exceeding 48 hours shall be deemed to have been kept under suspension with effect from the date of detention, by an order of the Management or any other officer empowered in this behalf and shall remain under suspension until further orders of revoking or continuing the order of suspension.

55.3 Any employee may be suspended even before the issue of charge sheet when the competent authority is of the opinion that the continuance of the delinquent employee in service will jeopardize the fair conduct of the enquiry against him and the said suspension shall be effective till it is revoked by an order of the competent authority. The suspension made shall cease to have effect, in case the employee is dismissed, discharged or otherwise terminated from service. It shall also cease to have effect, in case the employee himself chooses to abandon his employment by either voluntarily resigning or retiring or voluntarily abandoning service or the Management terminates his service for any other reasons. Such an employee is entitled for payment of subsistence allowance as may be decided by the Management.

56 PAYMENT OF SUBSISTENCE ALLOWANCE:

56.1 Where any employee is suspended by the authority pending enquiry into complaints or charges of misconduct against him, the management shall pay to such employee subsistence allowance, in accordance with applicable laws

56.2 Where disciplinary enquiry is contemplated or is pending or where criminal proceedings against an employee in respect of any offence is under investigation or trial and the management is satisfied that it is necessary or desirable to place the employee under suspension it may by an order in writing keep him under suspension with effect from such date as may be specified in the order.

56.3 During the period of suspension, the employee shall mark his attendance at the security gate, receive any communication from the Management and handover his reply / letter





if any to the Management. He will not be allowed to enter the University premises, unless otherwise required by the Management, or allowed to work.

57 PROCEDURE FOR HOLDING AN ENQUIRY:

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

57.2 An employee in respect of whose misconduct an enquiry is to be held, shall be given a charge sheet clearly setting forth the circumstances leading to the charges against him and calling upon him to explain the charges of misconduct against him and to show cause as to why disciplinary action should not be initiated against him. He shall be given a time of 3 days to furnish his explanation in reply to the charges against him either specifically admitting or denying the charges along with the documentary proof if any in his defence. On receipt of the explanation, the Management shall consider the same dispassionately with fair mindedness. If it is found that the explanation is satisfactory, the Management may drop further proceedings.

If the explanation is found to be not satisfactory or if the employee fails to submit his explanation within the stipulated time, the competent authority may appoint an enquiry officer to enquire into the charges levelled against him and a presenting officer to represent the Management and present and conduct the case of the Management before the enquiry officer. The Management reserves the right to appoint any person, including an outsider as the enquiry officer to conduct the enquiry and its decision thereon shall be final.

57.3 At the enquiry, the management shall be at liberty to examine witnesses and adduce evidences on its behalf and the employee shall be permitted to cross-examine the





witnesses examined on behalf of the management and also to examine witnesses and adduce evidence in his defence. The witnesses examined by the employee in his defence are liable to be cross examined by the management.

57.4 The employee shall also be permitted, if he so desires to take assistance of a co-employee working in the Institution / of the University to assist him at the enquiry. An outsider shall not be allowed to represent an employee in the enquiry.

57.5 After due notice, if the employee refuses or fails to attend or participate in the enquiry, it may be conducted in his absence and an order to that effect shall be recorded in the proceedings / order sheet. The enquiry may be conducted on the basis of the available evidence and material.

57.6 The evidence led on either side shall be recorded and the documents produced, if any by both the sides shall be marked as exhibits. Both the parties shall be permitted to cross examine the witnesses examined on behalf of the opposite party. Both the parties shall be permitted to address arguments either written or oral in their defence. The proceedings shall be furnished to the presenting officer and delinquent employee.

The enquiry and the proceedings thereon shall be conducted in Kannada/English complying with the principles of natural justice affording a reasonable opportunity of being heard to the employee to defend himself.

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

57.8 If an order of dismissal is passed against the employee, he shall not be entitled to any terminal benefits which he would have been eligible otherwise, except those available under applicable laws, and shall not be eligible to take up any future employment either





in the University or its constituent colleges. However, if an order of termination / removal from service is passed, the delinquent employee shall not incur any such forfeiture of the benefits or disqualification.

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

58 PENALTIES:

An employee found guilty of the acts of commission or omission detailed as misconduct under rule 52 shall be liable to be punished with any of the following penalties:

58.1 Minor Penalties:

- (1) Censure;
- (2) Fine;
- (3) Withholding and /or deferment of increment without cumulative effect;
- (4) Withholding of Promotion;
- (5) Recovery from pay of the whole or part of any pecuniary loss caused by negligence or breach of trust or breach of rules;
- (6) Reduction to a lower stage in the time scale of pay for a period with specific direction as to whether or not the employee will earn increments during the period of sustenance of the penalty.

58.2 Major Penalties:

- (1) Reduction to a lower time scale of pay, grade, post or service with or without further directions regarding,
 - (a) seniority and pay in the scale of pay, grade, post or service to which the employee is reduced.
 - (b) Conditions of restoration to the scale of pay, grade or post or service from which he was reduced and his seniority and pay on such restoration to that scale of pay, grade, post, service;





- (2) Compulsory Retirement;
- (3) Termination / Removal from service which shall not be a disqualification for future employment;
- (4) Dismissal from service which shall be a disqualification for future employment. Provided that no penalty other than those specified in clauses (2) (3) & (4) of Rule shall be imposed for an established charge of corruption / misappropriation / fraud. Notwithstanding anything contained in the above rules, the Management shall have the right to dismiss without enquiry an employee who has been convicted by the Court of Law for an offence involving moral turpitude or sexual harassment.

59 DISCIPLINARY AUTHORITY:

- (1) The Board of Management or any authority authorized in this behalf by the board shall be competent to impose any of the penalties specified in Rule number 57 on any employee as per the delegation of powers made by it. The board shall also notify the disciplinary authority cadre wise and the penalties that such an authority may impose.
- (2) Without prejudice to the provision of clause (1), the Vice-Chancellor may impose any of the minor penalties specified in rule 58.1 and the Board of Management may impose any of the major penalties specified in rule number 58.2 for the teaching staff. As regards the non-teaching staff, Registrar is the Authority to impose penalties specified in rule 58.1 & 58.2.
- (3) A disciplinary authority competent to impose any of the minor penalties may institute disciplinary proceedings against any employee for the imposition of any of the major penalties, notwithstanding that such disciplinary authority is not competent to impose any of such penalties.

60 APPEALS:

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





CHAPTER-V HOLIDAYS AND LEAVE RULES

61 HOLIDAYS APPLICABLE TO THE EMPLOYEES OF THE UNIVERSITY:

61.1 The University shall have power to declare holidays to be observed in a calendar year before the close of the preceding calendar year. However, the University reserves the right to change, alter or cancel any of the declared holidays under exceptional circumstances.

61.2 All employees are required to work for a minimum of 5 ½ days a week and 7 hours a day.

61.3 Duty hours in the different Departments and Sections of the Institutions are to be followed as notified from time to time.

61.4 All employees shall be required to attend to any emergency or other urgent duties outside their regular hours of work. They shall not be entitled to any extra remuneration for such work, except to compensatory Time off at the university discretion and convenience, unless otherwise required under applicable Laws.

61.5 The University reserves the right to declare any holiday without any previous intimation to the employees without affecting the quantum of declared holidays unless it is a substituted holiday.

61.6 Every employee may be required to work on a weekly off or other holiday depending upon the nature and exigencies of work (the decision of the University i.e Vice- Chancellor, Registrar, Principal, Director, Medical Superintendent or such other officer being final and conclusive on the point) and the employee so required shall have a substituted holiday, to be availed within a period of one month, subject to applicable laws.

61.7 The above mentioned holidays along with the change effected from time to time shall be notified on the notice board of the University from time to time. The notification on the notice board as mentioned above shall be considered to be sufficient notice to all the employees.

61.8 If the festival holidays fall during the period of strike or lockout, the employees shall not be entitled to the benefits of the festival holidays.

61.9 Weekly holidays shall be as prescribed by the management of the University, subject to applicable laws





62 LEAVE PROVISIONS:

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

- 62.1 No leave can be claimed as a matter of right, leave may be granted after considering the exigencies of work/service. The leave sanctioning authority has the discretion to revise, curtail or revoke the sanction of leave at any time according to the requirement of work.
- 62.2 Except in an emergency, earned leave or special causal leave or any other long leave must be applied through proper channel in the prescribed form at least two week in advance.
- 62.3 Except where otherwise provided for, leave can be availed only after it has been sanctioned by a competent authority.
- 62.4 Leave (Maternity Leave, Leave without pay etc.) shall be granted in accordance with the leave rules of the University as applicable at that time.
- 62.5 Depending upon the exigencies of service, the competent authority, may
 - 62.5.1 refuse, postpone, revoke or reduce leave of any description,
 - 62.5.2 recall any member of staff from leave before it is wholly availed, which shall not be refused by him, except on medical grounds with document proof/evidence to the satisfaction of the Management.
 - 62.5.3 permit an employee, if he so requests, to rejoin duty before the expiry of the leave period,
- 62.6 An employee shall not take up or accept any employment with or without remuneration during the period of leave.
- 62.7 Except in the case of casual leave, it shall be obligatory for every employee to furnish, to the leave sanctioning authority, the address during the period of leave with telephone number and email ID if any before proceeding on leave.
- 62.8 If an employee who is on leave, seeks extension thereof, he shall make an application in writing to the competent authority giving reasons. Such application shall be made sufficiently in advance at least 3 days in advance so as to enable the office to process the application and communicate the decision to the employee before the expiry of the already sanctioned leave.
- 62.9 No leave or extension of leave shall be deemed to have been granted or extended, unless it is sanctioned and communicated to the employee concerned.
- 62.10 Over-stay of the sanctioned leave shall be treated as unauthorized absence and misconduct.





- 62.11 The employees applying for leave on medical grounds shall produce medical certificate from a doctor who is on the rolls of one of the hospitals of the University. Exceptions may be made where the competent authority is satisfied that the employee was not in a position to get examined / treated by a doctor of the hospitals of the University.
- 62.12 The medical certificate issued by a private doctor may be subject to scrutiny by a medical board specifically constituted by the University for the purpose.
- 62.13 In such an event, leave shall be granted only if it is approved by the Medical Board.
- 62.14 The Medical Board is empowered to make appropriate enquiries and Medical examination of the employees before giving its recommendations. The decision of the medical board shall be final.
- 62.15 An employee not submitting himself for medical examination shall be liable for disciplinary action.
- 62.16 An employee on leave on medical grounds shall produce a medical certificate of fitness while reporting for duty. The Management may also refer him to appear before the Medical Board constituted by it.
- 62.17 The employees are entitled to the following types of leave.
- Casual leave
 - Special Casual leave
 - Earned leave
 - Maternity/Paternity leave
 - Extraordinary leave

63 CASUAL LEAVE:

- 63.1 A Permanent employee shall be entitled to 15 days of casual leave during the calendar year. Other employee or any employee appointed during the course of the year shall be entitled to casual leave on pro rata basis.
- 63.2 Casual leave cannot be combined with any other leave.
- 63.3 Entitlement of casual leave is for the express purpose of meeting unforeseen & emergent situations. Hence casual leave shall not be granted for more than 5 days at a time.
- 63.4 Public holidays declared by the Institution and weekly holidays can be prefixed or suffixed to casual leave subject to the condition that the total period shall not exceed five days at a time.





63.5 Ordinarily, previous permission of the competent authority or of the head of the Department shall be obtained before taking such leave. When this is not possible, the head of the department or section head shall as soon as may be practicable be informed in writing the reasons for absence from work and the probable duration of such absence.

64 SPECIAL CASUAL LEAVE/ SABBATICAL LEAVE

64.1 Special Casual Leave not exceeding 20 days in a calendar year, at the absolute discretion of the Board of Management, may be granted to the faculty members of the University for the following purposes:

- **Eligibility**

- ✓ to attend professional conferences / workshops / seminars / symposia.
- ✓ to attend examination related duties in other Universities and Professional Institutions not exceeding 10 days in a calendar year.
- ✓ to attend outstation inspection duties and any other work assigned by the Regulatory and Accreditation bodies.
- ✓ to attend any other academic activities

64.2 Any faculty / official who desires to avail the above said leave shall apply in writing and obtain prior approval from the sanctioning authority before proceeding on leave.

64.3 The details of the Conference / Workshop / Seminar / Symposium shall be submitted to the Approving Authority for recording in the personal file of the employee.

64.4 Any faculty member intending to attend outstation inspections and other work assigned by the Regulatory/Accrediting bodies shall submit copies of the invitation/letter from such bodies to the Approving Authority before proceeding on leave.

64.5 Leave to attend work related to Higher Studies shall be restricted to his / her area of Specialization and with justifications to the satisfaction of the approving authority.

64.6 Special casual leave cannot be accumulated.

64.7 Special casual leave may be combined with other forms of leave with prior approval of competent authority. However, such leave cannot exceed the duration of special casual





leave itself.

64.8 Apart from the above, all the permanent teaching / non-teaching employees may be granted special casual leave on the following grounds:

64.8.1 to undergo sterilization operation (vasectomy or salpingectomy) under family welfare programme not exceeding six days including intervening weekly off & holidays.

64.8.2 to a female employee, to undergo non-puerperal sterilization not exceeding fourteen days including intervening Sundays & holidays.

64.8.3 to a male employee if his wife under goes non-puerperal operation not exceeding six days including intervening Sundays & holidays.

65 EARNED LEAVE:

65.1 For TEACHING STAFF:

65.1.1 Employees in teaching staff category and working in non-vacation department shall be entitled to 30 days earned leave in a calendar year. Every such employee shall be entitled to 30 days of earned leave for every completed year of service from the date of joining. Leave becomes due only on completion of a satisfactory service of 12 months. Subsequent entitlement of earned leave shall be in proportion to the length of service calculated on monthly basis.

65.1.2 Employees in teaching staff category and working in vacation Department shall be entitled to earned leave of 10 days in a calendar year.

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

65.1.4 Earned leave can be accumulated up to maximum of 180 days.

65.1.5 An employee wishing to avail earned leave shall apply for the same for a minimum period of 5 days and maximum of 15 days at a time. More than 15 days of earned leave shall not be availed in a continuous period of 6 months. However, under special circumstances, earned leave may be sanctioned by the Management in writing upto a maximum of 30 days at a time. Salary for earned leave period for such employee shall be credited after reporting back to duty. Application in the prescribed form shall be made to the appropriate authority through proper channel at least 15 days in advance. Alternate arrangements shall be made before proceeding on leave by handing over charges to the next person In-charge. He shall take over charge on reporting back to duty.





65.1.6 Earned leave cannot be availed 2 months before retirement/superannuation or during the notice period required to be served by the employee.

65.2 For NON – TEACHING STAFF

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

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

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

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

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

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

- The maximum earned leave that may be granted at a time shall be fifteen days generally.
- Earned Leave can be accumulated up to 180 days.

65.2.7 Earned leave cannot be availed 2 months before retirement/superannuation or during the notice period required to be served by the employee.

65.3 Vocational Staff shall not be entitled to any earned leave, generally.

65.4 Employees, who are employed post-superannuation, shall be eligible for 15 days in a year upto the age of 65 years. The employees, who are above 65 years are not be entitled to any earned leave.





66 MATERNITY LEAVE & PATERNITY LEAVE:

- 66.1** Maternity leave and benefits shall be in accordance with the Maternity Benefits Act, 1961 or such other applicable law, as the case may be.
- 66.2** Paternity leave of Five Days (in one spell) may be given to a male employee with less than two surviving children during the confinement of his wife.
- 66.3** Paternity leave will not be debited to leave account. Leave salary will be the pay drawn immediately before proceeding on leave.
- 66.4** Paternity leave may be combined with any other kind of leave, except casual leave. It cannot be encashed.

67 EXTRAORDINARY LEAVE FOR TEACHING STAFF (Leave without Pay):

- 67.1** An employee may be granted Extra ordinary leave for academic advancement/enhancement at the discretion of the Management-
- (i) On medical grounds, when there is no other kind of leave at his credit.
 - (ii) For higher studies beyond PG for Skill enhancement on mutual agreement
 - (iii) up to a maximum of one year at a time and a maximum of two years during the whole period of his service, provided he has rendered a minimum of 10 years of continuous service in this University.
- 67.2** During the extraordinary leave, the employee shall not take up any employment, etc., except with the prior written permission of the Management. He may also be required to execute employment bond or service contract as required by the University before availing such extra-ordinary leave. Such leave period will not be considered for any employment benefits, except for the payment of gratuity and other terminal benefits, unless otherwise approved by the Management.
- 67.3** The employee shall not be entitled to get any pay or allowances or such other financial benefit for such period of leave.
- 67.4** The said extra ordinary leave shall not count for the purpose of reckoning the period of leave for the grant of increments as also for reckoning the period of satisfactory service for grant of promotion.





68 LEAVE FOR EMPLOYEES ON FIXED TERM CONTRACT (FTC):

68.3 An employee on fixed term contract shall be entitled only for casual leave and compensatory leave during the contract period.

68.4 Such an employee on Fixed Term Contract needs necessarily to avail this leave before the expiry of his contract period and if he is given further extension, he can avail the leave in the subsequent contract period.

69 LEAVE FOR TEMPORARY EMPLOYEES:

(1) Temporary employees engaged on time scale of pay for a period exceeding one year will be entitled to leave on the same terms and conditions as the permanent staff of the University. However, an employee appointed temporarily, he/she has to earn one day casual leave for every one month of service completed.

(2) Employees engaged on consolidated salary basis exceeding six months will be eligible for leave of 11 days for every half year of completed service.

70 LEAVE FOR EMPLOYEES ON POST RETIREMENT ENGAGEMENT:

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

a) Paid Leave – 12 days per year.

- He is eligible for 12 days of paid leave in a contractual year.
- 12 days of this leave shall be credited at the beginning of the contract period. However, in case of termination of contract due to any reasons, the salary for the excess leave availed if any may be recovered.
- Un-availed leave can be carried forward to the next contract period subject to renewal of the contract.
- Encashment of un-availed leave is not permitted.
- The salary for the leave period will be paid only after coming back from leave and reporting for duty.

b) Special Casual leave –The Special Casual Leave may be allowed at the discretion of the Management, which shall not exceed 20 days per year (applicable only to faculty members)





71 MISCELLANEOUS – LEAVE PROVISION

- 71.3 No leave other than casual leave shall be granted to an employee who has given notice of resignation which is under consideration.
- 71.4 An employee who has been given notice of termination of his services by the management may be permitted to avail whatever leave he is entitled to, subject to the condition that such leave (except Earned Leave) shall be restricted to the period of notice less one day and the employee shall be on duty on last day of the notice of termination.
- 71.5 Where a weekly holiday or an authorized holiday immediately follows the period of leave on loss of pay or unauthorized absence, such weekly holiday or authorized holiday shall be included in the period of the leave on loss of pay or un- authorized absence and shall not be entitled to pay and allowances.

72 LIMIT OF TOTAL ABSENCE

An employee loses lien on employment with the Institute/University, if he is continuously unauthorisedly absent from duty for more than ninety days without leave.

73 CASH PAYMENT IN LIEN OF UNUTILIZED EARNED LEAVE ON THE DATE OF RETIREMENT/ SUPERANNUATION/DEATH/PERMANENT DISABILITY

- 73.1 The encashment of accumulated Earned Leave available at the credit of an employee on his retirement/ superannuation/death/permanent disability at the sole discretion of the management.
- 73.2 If the employee has rendered uninterrupted service of minimum 15 years, 20 years, , 25 years and 30 years may have the benefit of Encashment of Earned Leave on retirement/ superannuation/death/permanent disability as decided by the Board of Governors from time to time. It is applicable PROSPECTIVELY from the date of notification of Service Rules. Permanent disability is a condition that the employee is permanently disabled to be employed in any job/employment of the University and approved by the medical board of the University.

74 POST RETIREMENT ENGAGEMENT:

- 74.1 Regular appointment may be for a period of 5 years up-to the age of 65 years and later fixed term employment for one year at a time, subject to the requirements of Regulatory bodies and good physical and mental conditions to carry on with his duties efficiently and at the discretion of the Management.
- 74.2 Pay-load and allowances to be fixed by the Management taking into consideration the pension amount drawn by the employee.

75 Omitted





CHAPTER VI

PROHIBITION ON EMPLOYMENT OF CHILD LABOUR

76.1 Objective:

This policy has been formulated in accordance with the applicable laws/legislations to prohibit engagement of child labour in the Institutions.

76.2 Applicability:

This policy shall be complied by all employees and persons engaged by the Institutions, either directly or indirectly, including the vendors, consultants, contractors and contract labour/third party employees.

76.3 Definitions:

"**Child**" means a person, who has not completed his fourteenth year of age as defined under the Child Labour (Prohibition and Regulation) Act, 1986, as amended from time to time.

"**Adolescent**" means a person who has completed his fourteenth year of age but has not completed his eighteenth year.

76.4 Policy:

This policy has been formulated:

- (a) To ensure that no Child is unknowingly or inadvertently employed by the Institutions. Further, no Adolescent is engaged in the prohibited areas of work.
- (b) To refrain from engaging with vendors/ contractors and suppliers, who resort to using child labour and adolescents in their operations.

76.5 Implementation:

- (a) Notwithstanding anything contained herein, this policy is communicated to all trainees, employees, consultants, vendors and suppliers of the Institutions.
- (b) Compliance with the policy will be regularly monitored and evaluated by the Management.
- (c) The Secondary School Leaving Certificate/ birth certificate/ certificate by a Medical Practitioner having qualification of at least MBBS will be the document for age proof of a candidate. In the event that there exists any dispute in relation to the age of a candidate/ employee, the candidate/ employee shall subject himself to the medical examination





conducted by Institutions appointed doctor. The report of such doctor on the age of the candidate/employee shall be final.

- (d) The rehabilitation and remedial process as appropriate, in compliance with Applicable Laws, will be undertaken, in case any child labour is unknowingly or inadvertently made to work at the Institution's premises/worksites. Such Child may be handed over to his immediate family or to competent authority as appropriate. The Institution will take appropriate actions as directed by the competent authorities, for rehabilitation of the child labour.
- (e) Any violation of the policy by any vendor or supplier of the Institution shall be reported to the designated officer of the concerned Institution and remedial action initiated on an immediate basis.





CHAPTER VII: POLICY ON PREVENTION OF FORCED AND BONDED LABOUR

77.1. Objective:

This policy on Prevention of Bonded Labour is formulated to prevent bonded/forced labour in the Institutions and the same is in compliance with all Applicable Laws in India.

77.2 Applicability:

This policy shall be complied with by all employees and persons engaged by the Institutions, either directly or indirectly. This policy applies to independent contractors, consultants, vendors, suppliers and partners engaged by the Institutions as well. The applicability of this policy shall not create any employer-employee relationship between the Institutions and independent contractors, vendors, suppliers and partners engaged by the Institutions.

77.3. Definition:

"Bonded Labour" shall have the same meaning as defined and/or interpreted under the Bonded Labour Systems (Abolition) Act, 1976, as amended from time to time.

77.4. Policy:

- (a) The Institutions ensure that all of our employees work voluntarily for them and are not intimidated or threatened to enforce employment. Also that they retain their rights and privileges.
- (b) The Institutions prohibits the use of forced or compulsory labour at all its units.
- (c) We ensure that no employee is made to work against his / her will or to work as bonded/forced labour, or subjected to corporal punishment or coercion of any kind, related to work.
- (d) Using misleading or fraudulent practices during the recruitment of candidates is strictly prohibited.
- (e) No person shall- (i) make or accept any advance (whether in cash or kind) under, or in pursuance of, the bonded labour system; or (ii) compel any person to render any bonded labour or other form of forced labour.
- (f) We refrain from engaging with vendors/ contractors and suppliers, who resort to forced/bonded labour in their operations. If any violation of the terms of this policy is noticed by the Institutions and not remedied, the Institutions will be entitled to discontinue the business relationship entered with such vendors/ contractors or suppliers.





77.5 Implementation

- (a) This policy is communicated to all employees, consultants, vendors, suppliers and partners of the Institutions.
- (b) Each Institution ensures compliance with the policy and with relevant statutory provisions, including processing of grievances for redressal. Any grievances under this policy shall be reported to the designated officer/s of the Institution, who will ensure proper investigation and redressal of grievances. If any person feels that the such officer/s cannot investigate or resolve the issue, he can directly approach the Management of the Institution regarding such grievance.
- (c) Compliance with the policy will be regularly monitored and evaluated by the Management.
- (d) The employees must report any violation of the policy by any employees, trainees, consultants, vendors, suppliers or partners of the Institutions either to the designated officer/s of the Institutions or directly to the Management.
- (e) Any violation of this Policy shall be treated as grounds for disciplinary action and the Institution shall take such steps/measures as it may deem to be necessary to resolve any violation/non-compliance of this policy.





CHAPTER VIII: EQUAL OPPORTUNITY EMPLOYER – ANTI-DISCRIMINATION POLICY

78.1. Objective:

The objective of this policy is to incorporate the principles embodied in the Constitution and other relevant legislations into the day to day working and functioning of the business activities of the Institutions. Discrimination is prohibited at workplace to protect the welfare of the employees.

78.2. Anti-Discrimination:

The Institutions have adopted non-discrimination and equal opportunity for employees at workplace. The Institutions will not adversely discriminate, and prohibits adverse discrimination at the workplace, on the basis of religion, race, caste, sex, place of birth, descent, sexual orientation, gender identity, residence, trade union membership, colour, race, ethnicity, marital status, financial status, physical features or any of them. The Institutions will not condone any adverse discrimination against any employees. No discrimination or victimization or vilification against any employees at workplace or in any work-related context such as conferences, work functions and business trips.

All persons engaged by the Institutions shall be treated equally with dignity, courtesy and respect. No person will be punished, retaliated against, or limited in employment or other opportunity for exercising his legal rights, or for filing a complaint, furnishing information for, or participating in an investigation, conferring protective workmen status or participating in lawful union activities/collective bargaining, or any other lawful activity related to the administration of the Institutions.

The Institutions will not discriminate an employee's employment for trade union membership or participation in trade union activities outside the working hours or, with the employer's consent, during working hours, non-membership of a trade union, or for being office bearer of the trade union or acting as a representative of employees. However, this will not absolve or dilute the legal rights and privileges of the Institutions and their Managements in respect of recognition/non-recognition of the trade union/employees' association, conferring status of protected workmen and involvement in collective bargaining mechanism.

A violation by an employee of this discrimination prohibition shall constitute a violation of employee's terms of service and accordingly, the employee will be subject to disciplinary action in accordance with Applicable Laws and his terms of employment with the Institution.

This Policy prohibits any action of an employee, which has the purpose or effect of creating an intimidating, hostile, humiliating or offensive working environment, has the purpose or effect of unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities.





The recruitment, status and advancement of the employees at the Institutions are based on the competence, experience and qualifications of the people involved and decisions must be made free from any form of discrimination.

Any employee, who believes himself or herself to have been subjected to adverse discrimination, on the basis of religion, race, caste, sex, place of birth, descent, sexual orientation, gender identity, residence, trade union membership, colour, race, ethnicity, marital status, physical features or any of them is encouraged to bring the matter to the attention of the Management at the earliest practical opportunity.

Any complaints of sexual harassment of women at workplace shall be dealt under the **Anti-Sexual Harassment policy** of the Institutions.

In case of any dispute/difference as to what constitutes discrimination, the decision of the Management shall be final.

78.3 Reporting:

Prompt action shall be taken by the Institutions to ensure any discriminatory behaviour within the workplace cease to exist.

The employees are strongly encouraged to make complaints in writing. Written reports of discrimination assist the investigation process. All complaints under this policy shall be addressed to the designated officer of the Institution.

When a complaint is received, the Institution will promptly investigate the allegation as confidentially as possible. If the Institution determines that a violation of this Policy has occurred, it will take such disciplinary action as it deems appropriate. However, if on investigation, it is revealed that the complaint was made with a malicious intent and with the motive of maligning the concerned individual, tarnishing his image in the Institution and/or settling personal and/or professional scores; strict action will be taken against the complainant.





CHAPTER IX: PREVENTION OF SEXUAL HARASSMENT OF WOMEN AT WORK PLACE POLICY AND GUIDELINES

79.1 Applicability

This policy is formulated under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 & the Rules (hereinafter referred to as 'Policy') and is applicable to all employees of Adichunchanagiri University (Established under Adichunchanagiri University Act, 2012 (Karnataka Act No.18 of 2013), B.G.Nagara (NH-75), Nagamangala, Mandya (D) - 571 448 deployed at the workplace who are either

- a) on the rolls of the University/Institution; or
- b) engaged through the Contractor(s) having service agreement with the University/Institution or as enumerated in clause (f) of section 2 of the SHWW Act

79.2 Objective

This policy has been formulated keeping in view the provisions under The Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013 (hereinafter referred to as SHWW Act) and its Rules. The said policy is to define the guidelines and the process to be followed in order to provide protection against sexual harassment of women at workplace and for the prevention and redressal of complaints of sexual harassment in addition to the matters connected therewith or incidental thereto. For any doubt or further clarification, reference be made to the SHWW Act and its Rules.

79.3 Abbreviations

In this Policy document, unless there is anything repugnant to the subject or context thereof, the words and expressions as stated below shall have the following meanings:

- i) **CE** – Complainant Employee: Refers to any woman employee (as per section 2(a) of SHWW Act) who has lodged a complaint of sexual harassment at workplace and has been subjected to any act of sexual harassment by another employee (hereinafter referred to as 'respondent').
- ii) **IC** – Internal Committee
- iii) **Management** – Management means Board of Management
- iv) **RE** – Respondent Employee: Refers to any employee against whom the complaint for sexual harassment has been lodged.





- v) **Workplace** – Refers to section 2(o) of the SHWW Act and also includes all offices, branches and workshops located anywhere in India. It also includes any place visited by the employees arising out of or during the course of employment including transportation provided by the Management of the University/Institution for undertaking the journey.

79.4 Preamble

Sexual harassment is not only a serious misconduct but criminal offence also, which can destroy human dignity and freedom. In an effort to promote the well-being of all women employees at the work place, this Policy envisages as under:

- a) It shall be the duty of the Management of the University/ Institution to prevent or deter the commission of any act of sexual harassment at the workplace.
- b) Sexual Harassment will be considered as misconduct and action will be taken based on the findings of the enquiry in this context.
- c) The definition of sexual harassment will be as defined in section 2 (n) of SHWW Act as represented below:

“Sexual Harassment” includes any one or more of the following unwelcome acts or behaviour (whether directly or by implication) namely:

- i) Physical contact and advances; or
 - ii) A demand or request for sexual favours; or
 - iii) Making sexually coloured remarks; or
 - iv) Showing pornography; or
 - v) Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.
- d) The following circumstances, among other circumstance, if it occurs or is present in relation to or connected with any act or behaviour of sexual harassment:-
- i) Implied or explicit promise of preferential treatment in her employment; or
 - ii) Implied or explicit threat of detrimental treatment in her employment; or
 - iii) Implied or explicit threat about her present or future employment status; or
 - iv) Interference with her work or creating an intimidating or offensive or hostile work environment for her; or
- e) Humiliating treatment likely to affect her health or safety.





79.5 Internal Committee (hereinafter referred to as IC) this is a Committee which is being constituted as per section 4 of the SHWW Act read with its Rules.

The IC will comprise of the following:

- i) Ms..... (Presiding Officer) (The presiding officer shall be a woman employed at a senior position/workplace from amongst employee).
- ii) Ms..... (Member)
- iii) Mr./Ms..... (Member) (The above members would be from amongst employees preferably committed to the cause of women or who have had experience in social work or have legal knowledge).
- iv) Ms./Mr..... (Member) (The above member from amongst non-governmental organisations or associations committed to the cause of women or a person familiar with the issues relating to sexual harassment).

Every Member of the IC shall hold office for a period not exceeding three years, from the date of their nomination as may be specified by the Management.

IC would be strictly governed by Section 4 of the SHWW Act.

79.6 Procedure of filing a Complaint:

- a) The complaint should be made by an aggrieved woman within a period of three months from the date of occurrence of incident and in case of a series of incidents, within a period of three months from the date of last incident. The complaint by an aggrieved woman employee shall be made to IC in writing and be sent either by post or given in person to the IC of the University/ Institution or any officer authorised by IC in writing.
- b) The IC may, or the reasons to be recorded in writing, extend the time limit not exceeding three months, if it is satisfied that the circumstances were such which prevented the employee from filing a complaint within the said period. Where the employee is unable to make a complaint on account of her physical or mental incapacity or death or otherwise, her legal heir may make a complaint under this section.

It is, however, pertinent to state that where the aggrieved woman is unable to make a complaint on account of her physical incapacity, a complaint may be filed by –

- (i) her relative or friend; or
- (ii) her co-worker; or
- (iii) an officer of the National Commission for Woman or State Women's Commission; or





(iv) any person who has knowledge of the incident, with the written consent of the aggrieved woman;

Where the aggrieved woman is unable to make a complaint on account of her mental incapacity, a complaint may be filed by –

- (i) her relative or friend; or
- (ii) a special educator; or
- (iii) a qualified psychiatrist or psychologist; or
- (iv) the guardian or authority under whose care she is receiving treatment or care; or
- (v) any person who has knowledge of the incident jointly with her relative or friend or a special educator or qualified psychiatrist or psychologist, or guardian or authority under whose care she is receiving treatment or care;

~~Notes: (i) Where the aggrieved woman for any other reason is unable to make a complaint, a complaint may be filed by any person who has knowledge of the incident, with her written consent.~~

(ii) Where the aggrieved woman is dead, a complaint may be filed by any person who has knowledge of the incident, with the written consent of her legal heir.

Procedure to be followed post receipt of Complaint:

- a) The IC would go through the details of the complaint and evaluate if there is a prima facie case or not. While doing that, IC will keep in mind that the CE is not subjected to enquiry more than once. However, if the complaint complexity requires that the CE is to be called for more than once for enquiry, then utmost sensitivity should be displayed and adequate precaution would be taken to ensure that there is no loss of dignity to the CE.
- b) The IC will initiate a detailed enquiry as deemed fit.
- c) The IC may, before initiating an enquiry and at the request of the CE, take steps to settle the matter between her and the RE through conciliation, provided that no monetary settlement shall be made as a basis of conciliation. Where a settlement has been arrived during conciliation, the IC shall record the settlement and forward to the employer or District Officer to take action. However, if the terms arrived during conciliation has not been complied with by the RE, the IC shall proceed to make an enquiry into the complaint or as the case may be forward the complaint to the Police. The copies of the settlement as recorded during conciliation shall be provided to the both the parties.





- d) The IC shall after completing the enquiry, submit its recommendations to the Management with recommendations of the penalty to be imposed.
- e) In case no settlement is arrived, the IC shall, where the Respondent is an employee, proceed to make inquiry into the complaint in accordance with the provisions of the service rules applicable to the respondent and where no such rules exist, in such manner as may be prescribed or in case of a domestic worker, the local Committee shall, if prima facie case exists, forward the complaint to the police, within a period of seven days for registering the case under section 509 of the Indian Penal Code (45 of 1860), and any other relevant provisions of the said Code where applicable.
- f) Where both the parties are employees, the parties shall, during the course of inquiry, be given an opportunity of being heard and a copy of the findings shall be made available to both the parties enabling them to make representation against the findings before the Committee.
- g) Notwithstanding anything contained in section 509 of the Indian Penal Code (45 of 1860), the Court may, when the respondent is convicted of the offence, order payment of such sums as it may consider appropriate, to the aggrieved woman by the respondent, having regard to the provisions of section 15 pertaining to determination of compensation.
- h) The submission of the recommendations by the IC to the Management shall be completed within a period of ninety (90) from the date of receipt of the complaint by the IC.
- i) The HR/Personnel/Administrative Department will extend full cooperation in facilitating to conduct the proceedings by the IC.

Important: For the purpose of making an inquiry under sub-section(1), the Internal Committee shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (5 of 1908) when trying a suit in respect of the following matters, namely:-

- (a) summoning and enforcing the attendance of any person and examining him on oath;
- (b) requiring the discovery and production of documents; and
- (c) any other matter which may be prescribed.

79.7 Guidelines to be kept in mind by IC while recommending action

- a) To conduct the enquiry as per the Principles of natural justice and in a confidential manner.





- b) In cases where the IC has recommended to Management for compensation to be made to the CE, then the said amount shall be deducted from the salary of the RE and paid to the CE or her legal heir/s.
- c) In case the RE fails to pay the sum referred as above, the IC may forward the order for recovery of the sum as an arrear of land revenue to the concerned District Officer.
- d) Where the IC arrives at a conclusion that the allegation against the RE is malicious or the CE has made the complaint knowing it to be false or the CE has produced forged or misleading document, it may recommend to the Management of the University/ Institution to take action against the CE as stipulated by section 14 of the SHWW Act.
- e) Where the IC arrives at a conclusion that during the enquiry any witness has given false evidence or produced any forged or misleading document, it may recommend to the Management to take appropriate action.

79.8 Employer (Management of the University/ Institution) to ensure:

- a) That because there is a complaint against any of the IC members, Management will have to reconstitute the IC. In all such cases the guidelines as defined in the above clauses would be inclusive of the time taken to reconstitute the said Committee.
- b) The Management will provide assistance to the CE, if she so chooses to file a Police complaint in relation to the offence under the India Penal Code or any other law for the time being in force.
- c) The Management will also initiate action under the Indian Penal Code or any other law for the time being in force, against a perpetrator, where the perpetrator is not an employee of the University/Institution and there is complaint of Sexual Harassment against the said perpetrator in the workplace where the harassment took place.
- d) The IC will submit an annual report to the Management outlined in the SHWW Act and it is the responsibility of the Management to ensure that the said annual report is also filed with the District Officer as per the format applicable.
- e) The Management will direct HR/Personnel/Administrative Department to ensure to display at conspicuous places the guidelines as given in Section 19(b) of the SHWW Act.





- f) The Management will direct and monitor the HR/Personnel / Administrative Department to create awareness amongst employee material on sexual harassment in the following manner:-
- (i) Training cum Awareness session for employees (men and women)
 - (ii) Training cum Awareness session for IC members
 - (iii) Training cum Awareness session for Human Resource teams and Senior Management.
- g) The Management will assist in ensuring the attendance of the RE and witnesses before the IC as the case may be.
- h) The Management will monitor timely submission of reports. For this, the Management will conduct periodic update meetings with the IC and HR/Personnel/Administrative Department to ensure that the said policy is being implemented in letter and spirit.

79.9 Appeal by the aggrieved person:

Any person aggrieved from the recommendations made by the IC enquiring with the allegations against the respondent has not proved, or the IC arrived at a conclusion that during the enquiry any witness has given false evidence or produced any forged or misleading documents or contravenes the provisions of Section 17 of the SHWW Act or when the persons entrusted with the duty to handle or deal with the complaint, the enquiry or recommendations makes known the contents of the complaint and the enquiry proceedings, or non-implementation of such recommendations may prefer an appeal to the appropriate Court or Forum, in accordance with Applicable Laws.





CHAPTER X: GRIEVANCES REDRESSAL POLICY FOR WORKMEN

80.1 Objective:

Where a Workman has a work-related problem or concern, he may follow this Policy, as applicable. All Grievances will be carefully investigated with the intention of resolving them fairly, and as promptly as situation allows. The Workman should, however, allow time for careful consideration of the matter.

80.2 Applicability:

A Workman's concern will be handled with discretion and the University/ Institution prohibits retaliation for raising a Grievance. The Grievance procedure does not apply to circumstances where formal disciplinary procedures have already started. Further, in case of sexual harassment complaints, the same will be addressed as per the Anti-Sexual Harassment Policy of the University/Institution.

Collective disputes are not covered under this Policy. Only work-related individual Grievances shall be entertained under this Policy, subject to the terms and conditions set out herein.

80.3 Commencement of the Policy:

This Policy will be effective from the date of notification of this Policy to the Workmen.

80.4 Definitions:

In this Policy unless there is anything repugnant to the subject or context:

"Grievance" means individual work related grievances. In case of Workmen, the grievance should be an individual grievance and one within the purview of definition of "industrial dispute" under Section 2 (k) of the Industrial Disputes Act, 1947. For clarity, it should be a dispute or difference between a Workman and his employer or Workman and Workman, which is connected with the employment or non-employment or the terms of employment or with conditions of labour of the Workman. Any collective dispute or difference is not Grievance under this Policy.

"Workmen" will have the same meaning as defined under Section 2(s) of the Industrial Disputes Act, 1947. For clarity, the term does not include any trainee under these Service Rules or apprentice under the Apprentices Act, 1961, managerial employees and third party employees/contract labour.

80.5 Grievance Redressal Process for "Workmen":

- (i) In case of any disputes arising out of individual Grievance, any Workman shall approach Grievance Redressal Committee which has been set up by the Management in accordance with section 9-C of Industrial Dispute Act, 1947.
- (ii) The composition of the Grievance Redressal Committee shall be as below, subject to amendments under Section 9-C of the Industrial Disputes Act, 1947.





- (a) The Grievance Redressal Committee shall consist of equal number of members from the employer and the Workmen.
- (b) The Chairperson of the Grievance Redressal Committee shall be selected from the employer and from among the Workman alternatively on rotation basis every year.
- (c) The total number of members of the Grievance Redressal Committee shall not exceed more than 6 (six):
Provided that there shall be, as far as practicable, one woman member if the Grievance Redressal Committee has two members and in case the numbers of the members are more than two, the number of women members may be increased proportionately.
- (iii) The constitution of the Grievance Redressal Committee with details of members of the Committee shall be separately notified by the Institution, from time to time.
- (iv) Any complaints to the Committee must be specific, full in details and must bear the signature of the complainant.
- (v) No complaint made after 6 (six) working days of the occasion leading to the complaint shall be entertained, unless the Grievance Redressal Committee determines in contrary on case to case basis.
- (vi) Concerned Workman shall have the right to be present at any investigation by the Grievance Redressal Committee.
- (vii) The concerned Workman shall as far as practical refrain from raising an industrial dispute before the Labour court or Industrial Tribunal or the conciliation officer or approaching any competent court of law or authority, on the same matter under consideration by the Grievance Redressal Committee, during the pendency of the dispute before the Grievance Redressal Committee. If the concerned Workman approaches the Labour court or Industrial Tribunal or the conciliation officer or any competent court of law or authority, during the pending of the matter before the Grievance Redressal Committee, then the Grievance Redressal Committee shall forthwith abstain from hearing the matter. Any matter under consideration by the Labour court or Industrial Tribunal or the conciliation officer or any competent court of law or authority shall not be entertained by the Grievance Redressal Committee.
- (viii) The Grievance Redressal Committee may complete its proceedings within 30 (thirty) days on receipt of a written application by or on behalf of the aggrieved Workman.





- (ix) In case the Workman wishes to appeal against the decision of the Committee, the Workman may appeal to the or such other person authorized by the Institution. The or such other person authorized by the Institution shall dispose of such appeal in 1 (one) month and send a copy of the decision to the concerned Workman. The decision of the or such other person authorized by the Institution shall be binding on the Workman as well as the Committee.
- (x) Where the complainant alleges unfair treatment or wrongful extraction on the part of the superior, a copy of the order finally made by the officer designated for the purpose, based on the report of the Committee, shall be provided to the complainant if he asks for one. In other cases, the decision of the Committee and the action if any taken thereon by the Institution shall be intimated to the complainant.
- (xi) ~~Except during the pendency of the dispute before the Grievance Redressal Committee, the Workman is not restricted from raising industrial dispute on any matter under the provisions of the Industrial Disputes Act, 1947.~~
- (xii) The Committee shall maintain confidentiality of all matters dealt by it. No matter handled by the Committee shall be divulged or disclosed to any non-related parties, unless otherwise required by law. Also, any person involved in the proceedings of the Committee, including the complainant Workman, shall, to the extent practicable, maintain confidentiality of the complaint and proceedings of the Committee.
- (xiii) No outsider or external union is entertained in the proceedings of the Committee.





CHAPTER XI: MISCELLANEOUS

81 ALTERNATE WORK:

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

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

82 DEDUCTIONS FROM THE SALARY:

82.1 The competent authority shall be entitled to have a right to deduct from the salary of an employee, subject to the Payment of Wages Act, 1936 or any other applicable law, shall be made in respect of:

82.1.1.1 any fine levied for misconduct;

82.1.1.2 the damage or loss caused to the University by negligence attributed to his/her neglect or default;

82.1.1.3 the amenities or services provided by the University;

82.1.1.4 the advances/loans granted to the employees; and

82.1.1.5 the installment of loans along with interest taken by the employee from the financing bank or credit agency with the prior approval of the management.

82.2 If ten or more employees acting in concert, absent themselves without reasonable cause, the management shall have the right to deduct from the salary of each of such employee an amount not exceeding the salary of eight days for such concerted absence.

83 COMPLAINTS AND GRIEVANCES:

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





Authority in this behalf.

83.2 The HOD/Heads of Units or any such officer authorized by the management shall personally investigate the complaint after due notice to the complainant at such time and such place as he may decide.

84 SERVICE OF NOTICE:

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

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

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

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

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

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

85 LOSS OR DAMAGE TO PERSONAL PROPERTIES OF AN EMPLOYEE:

The management shall not in any way be responsible for any loss or damage to any





personal property of any employee including any vehicle brought and left in the premises of University /Institution / Hospital.

86 ACCIDENTS:

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

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

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

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

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





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

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

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

88 ESSENTIAL SERVICES:

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

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

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

89 UNIVERSITY QUARTERS:

89.1 If an employee is authorized and allowed to occupy a quarter belonging to the University,





he shall be so as a licensee and not as a tenant of the University. The occupant shall be further subject to the conditions stipulated by the University at the time of occupation.

89.2 An employee, who has been permitted to occupy a house quarter belonging to the University, may be, at any time, transferred from one house quarter to another house quarter or from one room to another, at the discretion of the management.

89.3 In case of termination of an employee's service for any reason whatsoever, by the University, or in case where the employee leaves the services of the University for any reason whatsoever, he shall immediately hand over to the University vacant possession of the quarters in good condition.

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

90 WORKING HOURS:

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

91 SHIFT WORKING:

91.1 Any department or section of a department may be worked in more than one shift at the discretion of the HOD or unit head. If the Institution is working in more than one shift, an employee shall be liable to be transferred from one shift to another. An employee working in a shift shall not leave the place of work at the close of that particular shift unless he satisfactorily hands over the charge to the concerned employee in the following shift.

91.2 If as a result of discontinuance of shift working, any permanent employee is likely to be discharged, he shall be discharged having regard to the length of his services in the Institution and the department and the occupation concerned, those with the shortest term of services being discharged first.

91.3 On re-starting a shift, notice thereof shall be given by way of letters to the individual





employee concerned, and the employee discharged as a result of the discontinuance of the shift shall, if he presents himself within seven days of the posting of the letters be given preference for employment according to the length of his services in the Institution and the department and the occupation concerned.

91.4 The management may close down any department or section of a department after giving one month's notice to the employee. Before re-opening such department or section or Institution, as the case may be, seven days' notice thereof shall be given in writing to the individual employees concerned. Every such employee shall report to work within 7 days from the date of receipt of such notice.

91.5 Hours of work, rest intervals and weekly holiday shall be regulated in accordance with law. However, fixation of hours of work shall be at discretion of the management. The duration and timings of work shall be subject to alteration at any time, having regard to the exigencies of work.

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

92 PERSONAL SAFETY:

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

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

92.3 It is the duty of every employee to personally ensure and be responsible for his equipment/machines and/or Institution being kept clean, tidy and in safe condition. It is also the duty of every employee to report to the proper authority any defect, which he may





notice in any machinery / equipment, connected with his/her work or any occurrence which he /she may notice and which may endanger himself / herself or any other employee or person, or might result in damage to any property.

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

93 GENERAL:

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

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

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

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

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

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

94 VALIDITY OF THE RULES:

94.1 If there is any conflict of meaning between the service rules, the provision as may be certified by the Chancellor, shall be deemed to be authentic and shall prevail over and be binding on the employees.

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

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