



**DAYANANDA SAGAR ACADEMY OF
TECHNOLOGY & MANAGEMENT**

Udayapura, Opp. Art of Living, Kanakapura Main Road,
Bengaluru- 560082

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SERVICE MANUAL

MAHATMA GANDHI VIDYA PEETHA TRUST

Shree Mallaswara Hills, Kumaraswamy Layout, Bangalore-560 078.

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President



GALISHWAMY, S.A.
Secretary

Ref. _____

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Date _____

Proceedings of the Governing Council Meeting held on 5th October 2004

Sub : Service Rules & Finance Manual

After going through the various contents of the modified Service Rules and the Finance Manual, the committee in the meeting held on 5th October 2004 approved the contents with minor changes and issued instructions to introduce the said defined rules in the day to day governance of the organization.

It is here by declared that the Rules & Regulations as defined will become operative hence forth and the institution to adopt the same.

VICE CHAIRMAN

SERVICE RULES

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These rules shall be called the Service Rules of the Dayananda Sagar College of Engineering, hereinafter referred to as Employer or Management and shall be applicable to all the employees of the institution.

1.1 Applicability:

These rules are called Service Rules for staff of the Dayananda Sagar College of Engineering and are applicable to all local staff including trainees, consultants, visiting staff attached permanently or temporarily engaged by the institution. These Service Rules are an integral part of all employment contracts with the organization.

All the staff are requested to familiarise themselves with the rules immediately upon appointment since their services will be governed and regulated by these rules in addition to statutory enactments that the institution is required to comply with, besides other conditions which may be spelled out in individual appointment letters or contract of service or the settlements or the office orders.

1.2 Definitions:

In these rules unless there is anything repugnant to the context, the following words would have the meaning as assigned to hereunder:

- i) 'Employer' means Dayananda Sagar College of Engineering.
- ii) 'Employee' means a person employed by the employer and is a staff member of the organization.

- iii) 'Management' means any such executive or any other person as may be authorized by the institution from time to time.
- iv) 'Wages/Salary' for the purpose of these rules shall mean wages as defined in the Minimum Wages Act, 1948. The wages/salary fixed as per the Contract of employment, as the case may be.
- v) 'Attendance' means presence of the employee concerned, at the time specified at the place or places of his duty where he/she is required to work by the Management. If an employee is not present at his duty place or through present in such a place but refuses to carry out the work assigned to him which he is bound to do, then he shall not be treated as being present.
- vi) 'Habitual' means an act or omission which is repeated three times or more within a period of 12 months.
- vii) 'Family' means the employee, his spouse and unmarried dependent children and parents living with and wholly dependent on him.
- viii) 'Medical Certificate' means a certificate issued by a Registered Medical Practitioner. Provided that, in case of doubt, the employer will have the right to get the employee .

- ix) 'Singular' shall include the 'plural' and vice versa.
- x) 'Masuline' shall include the 'feminine' and vice versa.

1.3 Classification of employees:

Employees shall be classified into any of the following categories:

1.3.1 On Contract :

Which means the tenure of employment for a specified period of time and the employee is entitled to only the benefits specified in the contract of appointment subject to the prior approval of Management. Such contract employee shall not have any right to claim permanency or regularization of his employment in the institution after the expiry of the specified period. Unless terminated earlier by one month's notice or pay in lieu thereof, such appointment will automatically come to an end at the expiry of the specified period and no notice or any compensation will be payable.

1.3.2 Permanent :

The permanent employee is one who is employed against a permanent post on permanent basis, which includes a probationary employee who has satisfactorily completed probationary period to the entire satisfaction of the Management and who

has been confirmed by an order in writing. The employee will have to sign a letter of contract, the tenure of which may be one year or more, as decided by the Management.

1.3.3 Probationer :

Probationer is an employee who is provisionally employed for a permanent post, declared as probationary by the Management and has not completed six month in the post. The probationary period of six months may be extended further at the sole discretion of the employer or may be dispensed with earlier either during the initial probation or the extended period of probation. After the original probationary period or subsequently extended probationary period, as the case may be, the Management shall issue an order to the employee in writing either extending the period of probation or terminating his service. Unless confirmed in writing, the employee will be deemed as a Probationer after expiry of earlier initial or extended period of probation. Provided further, that if a permanent employee is employed as a Probationer on any other post, he may at any time be reverted back to his substantive/original post, during or after the said period, and an order in writing to this effect will be given to the concerned employee.

1.3.4 Temporary :

A temporary employee will include the following:-

- a) A person who is appointed for a limited period mentioned in the appointment letter; or
- b) A person who is appointed for work of an essentially temporary nature not intended to be carried on a permanent basis; or
- c) A person employed in connection with the temporary increase in work of a permanent nature; or
- d) A person employed to work provisionally for a limited period in a post till permanent arrangements for filling that post are made.

1.3.5 Casual :

Casual means the employee who is employed to fulfill unexpected requirement due to unusual or seasonal pressure of work or for work, which is of an occasional or casual nature, keeping in mind the career of the students, whether the teaching faculty or non-teaching staff. The employee's wages/salary are fixed on daily or 'hourly' basis, and the employee is not entitled to leave or any other benefits of any kind as available to permanent employees.

1.3.6 Part Time:

A part-time employee means an employee who is employed for work for less than the normal period of working hours. Part-time employees are not ordinarily entitled to the benefits provided to full time employees. They shall be entitled to such benefits as are determined by the Management.

1.3 Employment :

- i) The candidates selected for appointment, promotion and confirmation of appointment shall be issued an order in writing specifying the terms, as the case may be, and signed by the Management.
- ii) All appointments in the permanent post shall be on probation for a period of six months unless or otherwise specified. This period may be extended further at the discretion of the Management. On satisfactory completion of the period of probation, the Management may confirm the employee. However, no employee is entitled to be confirmed or treated as permanent employee by reason of his having completed either initial or extended probationary period until confirmation order is given in writing by the Management.
- iii) During the probation period either party may terminate the contract at any point of time. No notice is due by either party. The employer is obliged to pay only for the day actually worked

to be calculated according to the agreed salary.

1.5 Salary, increment and revision in grade or salary scale :

- i) Salary reviews are done, and if indicated, increments will be awarded annually on the anniversary of the staff joining the institution.
- ii) The cost of living review is calculated on 1st April every year as the average of the official government inflation figure and the Government Retail Price Index depending upon the past performance of an employee and the prosperity of the institution.
- iii) • Irrespective of the fact whether any scales of pay and increments have been prescribed or not, the employer, on account of recession or other sufficient reason, reserves the right to suspend, or postpone the increment to which an employee may be entitled in accordance with the grade in respect of individual cases/categories of employee. However, if the employee concerned is not agreeable to such action he will have the option to retire after the lapse of notice period as provided in these rules.

1.6 Medical reimbursement :

The employee is entitled to medical reimbursement for self or any member of his family. Family, in relation to employee means (a) the spouse and

children of the employee; and (b) the parents, brothers and sisters of the employee wholly and mainly dependent on the employee when their family link can be legally established. The permissible amount as decided by the employer. The Management retains the right to make a verification visit.

1.7 Treatment done for aesthetic and comfort purposes, not to be compensated.

1.7.1 Transfer :

Every employee is liable to be transferred from one post to another, one job to another, from one department to another without, however, affecting the total amount of wages/salary payable to the employee, exclusive of tips and incentive, etc. However, this aspect of the matter will be decided by the management in case of teaching faculty independently depending upon the suitability, possessing of requisite qualification, experience, etc., owned/controlled by the Management whether in existence at present or to be started or taken over or acquired at a later date.

Upon such transfer, the employee will be governed by the rules, regulations, terms and conditions of services, etc., that may be applicable to the place of transfer, provided that the wages, grade, continuity of service and other conditions shall not be adversely affected by such transfer:

Provided further that the employee be transferred from one job to another, which he is capable of doing, provided also that where the transfer involves moving from one State to another, such transfer shall take place for which reasonable notice be given to the employee and reasonable joining time is allowed in case of transfers from one station to another. The employee shall be paid traveling allowance, transport charges to meet the incidental charges.

1.7 Record of age / identity :

Every employee will be required to declare his age and produce original birth certificate or school leaving certificate or Matriculation certificate in support. Once the date of birth is recorded, it will not be permitted to be altered/changed. In case of doubt, the appointing authority shall establish the age of the employee, which shall be final and conclusive for all purpose concerning his employment including retirement.

1.9 Change of address:

All employees shall notify the Administration/ Personnel or the appropriate department immediately if any change in their local/ permanent address takes place, but not later than 3 days of such a change. A communication forwarded by the Management to the recorded address shall be regarded as sufficient compliance of the purpose for which the communication is addressed.

1.10 Leave Entitlement :

1.10.1

General Rules:

- i) Leave of any kind cannot be claimed as of right. Discretion is reserved to the authority competent to grant leave to refuse, or to revoke leave at any time in the interests of the institution.
- ii) Any leave under these rules may be granted in combination with or in continuation of any other kind of leave, except casual leave.
- iii) No leave shall be granted beyond the date on which an employee must compulsorily retire.

1.10.2

Earned Leave:

- i) Earned leave admissible to a permanent employee is $1/11^{\text{th}}$ of the period spent on duty.

Provided that an employee shall cease to earn such leave when the earned leave due amount to one hundred and eight days.

Note: In calculating earned leave, the actual number of days of duty performed should be first counted and then multiplied by $1/11^{\text{th}}$ and the product expressed in days and fractions of the days and limited to the maximum earned leave admissible under these rules.

- i) Earned leave admissible to a temporary employee is $1/22^{\text{nd}}$ of the period spent on duty in respect of the first year of his service.

Provided that no earned leave shall be admissible to a temporary employee in the vacation department in respect of the first year of his service.

- ii) The maximum earned leave that may be granted at any time shall be one hundred and twenty days.
- iii) Earned Leave is not admissible to an employee serving in the vacation department in respect of duty performed in any year in which he avails himself the full vacation. But, in case of urgent necessity, earned leave if in credit or otherwise leave with half pay may be granted in exceptional cases.

Note: In the case of an employee belonging to vacation department, the presumption is that he will avail himself of the vacation. Leave in case of urgent necessity can be given for the period of service rendered between two vacations until the second vacation expires.

A temporary employee appointed without interruption of duty substantively to a permanent post, may count his temporary service for the purpose of calculating earned leave admissible to him. Leave is not interruption of duty for the purpose of this rule.

- i) If vacation is utilized in combination with or in continuation of any kind of leave or earned leave taken in combination with other kind of leave, the total period of absence shall not exceed one hundred and twenty days.
- ii) The total duration of vacation, earned leave and commuted leave taken in conjunction shall not exceed two hundred and forty days.

Note: The clerical and maintenance staff working in the Education Institutions such as primary schools, middle schools, high schools, training institutions and B.Ed. and other colleges (including Laboratory Attenders and Laboratory Staff) shall be treated as belonging to non-vacation staff.

1.10.2 Half Pay Leave:

- i) The half-pay leave admissible to a permanent employee in respect of each completed year of service is twenty days.
- ii) Half pay leave may be granted to a temporary employee provided that the authority competent to sanction leave is satisfied that the employee will return to duty on the expiry of such leave.
- iii) Half pay leave due may be granted to an employee on medical certificate .
(Hospitalisation)

- iv) An employee on half pay leave is entitled to leave salary equal to half the amount he would be entitled if he were on leave on full pay.

1.10.4 Commutated Leave:

- i) Commuted leave not exceeding half the amount of half-pay leave may be granted on medical certificate or on private affairs to an employee subject to the following conditions, namely:
 - a) Commuted leave that may be granted during the entire service of an employee shall be limited to maximum of two hundred days.
 - b) The maximum commuted leave on private affairs that may be granted at a time shall be sixty days.
 - c) If commuted leave on private affairs is combined with earned leave, the total period shall not exceed one hundred and eighty days
 - d) The total duration of earned leave combined with commuted leave granted on medical certificate shall not exceed ninety days.

- e) No commuted leave should be sanctioned under this rule unless the authority competent to sanction leave has reason to believe that the employee will return to duty on its expiry;
 - f) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.
- i) When an employee to whom commuted leave has been granted intends to retire on the expiry of such leave, the commuted leave granted shall be converted into half-pay leave and the difference between the leave salary in respect of commuted leave and half-pay leave shall be recovered. But if the retirements compulsorily thrust upon him by reason of ill-health, incapacitating him for further service, no refund should be taken.
 - ii) When an employee who had been granted commuted leave either by itself or in combination with other kinds of leave, dies while on such leave, the commuted leave need not be converted into half-pay leave and the difference in leave salary in respect of commuted leave and half-pay leave shall not be recovered.

1.10.5. Extra-ordinary Leave:

- i) Extra-ordinary leave may be granted to an employee when no other leave is by rule admissible, or when other leave is admissible but the employee applies in writing for the grant of extraordinary leave.
- ii) An employee under extraordinary leave is not entitled to any leave salary.

1.10.6 Maternity Leave:

- i) Maternity Leave on full pay may be granted to married women employees for a period which shall not ordinarily exceed two months, but which may be extended to three months at the discretion of the sanctioning authority on production of medical certificate. In no case shall maternity leave extend beyond six weeks from the date of confinement. No maternity leave shall be granted to married women employees having three or more living children.

- i) Maternity leave may be combined with leave of any kind, but any leave applied for in continuance of maternity leave may be granted only on production of medical certificate.
- ii) Leave in continuation of maternity leave may be granted in the case of illness of a new born baby, subject to the production of a medical certificate to the effect that personal attention and presence of the mother is absolutely necessary.
- iii) Maternity leave may be combined with vacation provided that no extra cost is involved for the period of the vacation so combined.
- iv) Maternity leave for a period not exceeding six weeks may be granted in cases of miscarriage, including abortion, provided the application is supported by a medical certificate from a registered medical practitioner.

1.10.7

Casual Leave:

The amount of casual leave and the special casual leave admissible to the employee shall be the same as that admissible to the employees in Government Service.

1.10.8 Vacation Pay :

The rules governing the payment of vacation pay to similar category of employees in Government Educational Institutions, shall also apply to the employees of the institution.

1.11

Abandonment of Service :

- i) In the event of a employee remaining absent in excess of the period of leave originally granted or subsequently extended he shall loose his/her lien on his/her appointment unless (i) he / she returns within eight days of the expiry of the period of leave and (ii) gives explanation to the Management, of his/her inabilities to return immediately after expiry of the leave period.
- ii) An employee remaining absent without leave for a period exceeding eight days (including holidays or weekly off. etc.) at a stretch shall be deemed to have abandoned the service. In case an employee abandons his/her service or is deemed to have abandoned his/her services, it shall be treated as resignation from the service of the company. If however, the said workman returns within 15 days and gives an acceptable explanation for his/her absence to the Management the absence of the said employee may be excused and he may be re-employed in his/her post without

continuity of service, entirely at the discretion of the Management and the employee shall have no right to any claim or challenge the discretion of the Management in this regard.

1.12 Termination of employment :

- i) Except as provided specifically in the contract of service, the employer may terminate the services of an employee after giving one month's notice in writing or on payment of wages/salary in lieu thereof. The Management reserves the right in requiring employee to work and not relieving him during the notice period. In case of services of temporaries/ casuals, no notice is required if the service is terminated before the expiry of the period, subject to the provisions of statutes. The employer may terminate the services of an employee who is on probation without giving one month's notice or salary in lieu thereof.
- ii) The employment of a permanent employee shall be liable for termination on the following amongst other grounds:-
 - a) Insanity, senility, physical infirmity, contagious or infectious diseases, continued ill health, unfitness for employment with the Employer as declared by the Employer's doctor or for loss of confidence.

- a) Conviction in a criminal case.
 - b) Engaging in any vocation without the written permission of the Management or found to have been working elsewhere during the period of leave, in case the employee is on full time contract with the Management.
 - c) Loss of confidence by the Employer in an employee due to leakage of information or propaganda against the Management.
 - d) Insolvency.
- iii) An order relating to discharge or termination of service shall be in writing and shall be signed by the Employer/ Management and copy thereof shall be supplied to the employee concerned. In cases of general retrenchment on closing down of office, no such order will be given to individual employees.
 - iv) If an employee intends to leave the service, he shall give one month's notice of his intention to do so in writing to the Employer or may if he wants to be relieved earlier, surrender in lieu thereof salary equivalent to the day for which the notice falls short of one month, at the discretion of the Management. But if the exigencies of the work so require,

the employer may refuse to relieve him earlier than the entire period of notice. The employer also reserves the right to accept the resignation with immediate effect subject to payment in lieu thereof.

- v) No notice or salary in lieu of notice shall be necessary, if the services of an employee are dispensed with for misconduct.
- vi) Employees other than those who have service bonds to serve the Employer for a specified period, who wish to leave the Employer's service, will be required to give the Employer notice as per the terms of appointment.

1.13 Employee to give account of the Employer's property :

- i) On termination/resignation of his service, an employee shall give a proper account of all identity cards, clothing, reports and records, papers, books, tools, instruments and other property of the employer in his possession, custody or charge before the last payment of outstanding salary. The value of all shortages and/or damages to the Employer's tools, instruments and other property in the employee's possession, custody or charge shall be recoverable from him and without prejudice to any other mode of recovery, may be recovered by adjustment against whatever dues are payable to him.

- i) Employee will be required to compensate the employer for all losses/damages caused by him to the Employer's official premises and all movable property therein.
- ii) Failure to comply with all or any of the above provisions shall entitle the Employer to withhold the employee's dues to make appropriate deductions there from and to take such other action as may be deemed fit, which also includes the initiation of legal proceedings in the Court of law.

1.12 Acts of misconduct :

Without prejudice to the general meaning of the terms of misconduct, the following acts and/or omissions, which are illustrative and not exhaustive, shall be treated as misconducts:

- i) Going on or participating in all illegal strike or abetting in the same.
- ii) Willful slowing down in performance of work or abetment or instigation thereof or fasting with an explicit view to influencing the employer's decisions.
- iii) Theft, fraud, breach of trust or dishonesty by misappropriation of funds in connection with or damage to the Employer's institutions or property of another employee/ officer within the work premises.

- iv) Carrying Employer's files or office documents to the house/ home or any other place outside the work premises without prior permission in writing of the Employer.
- v) Unauthorized use of any of the Employer's facility / equipment or any other thing for personal use.
- vi) Divulging any information relating to official matters to outsiders, as they are confidential.
- vii) Giving false information regarding one's name, father's name/husband's name, date of birth, qualifications, details of previous service/salary particulars, address, etc., at the time of securing employment or thereafter.
- viii) Habitual late attendance and/or absence without leave and/or late attendance on more than three occasions within a month or similar omissions of leaving the premises before time.
- xi) Assaulting, abusing or intimidating any employee of the Employer either within the premises or at any other place.
- x) Demanding, taking or giving bribes/gifts or any illegal gratification or indulging in any corrupt practice and/or lending or borrowing money to and from sub-ordinate employees.

- xi) Carrying on directly or indirectly or benami transactions in the office premises:
 - a) Money lending business and/or
 - b) Other private business/tuitions without the written permission of the Management or having private financial dealings with persons or firms, etc., having business relations with the employer for the sale and purchase of any materials, equipments or supply of labour, if any, or for any other purpose.
- xii) Writing of anonymous or pseudonymous letters criticizing the Employer or any other member of the office staff and making false reports regarding misconduct of colleagues and superiors or defamatory remarks against the Employer/ Management.
- xiii) Holding meetings within the work premises or any other premises owned by the Employer without the previous written permission of the Management.
- xiv) Habitual neglect of work or negligence in work/.
- xv) Refusal of work on a job or a mission, which does not call for any additional skill or experience and can be done by the employee/officer without adversely affecting

his service conditions.

- xvi) Hiding away or attempt to hide away any articles, documents or materials of the employer.
- xvii) Obtaining or attempting to obtain leave of absence on false pretension.
- xviii) Attempting to obtain any benefit under false pretext or by making false statements.
- xix) Refusal to act in any position offered by the Management.
- xx) Failure to report immediately to the next superior of any defect in machinery/equipment or damage to property or any dangerous condition of injury to persons caused accidentally or otherwise in the course of performance or work by any employee/officer or by the employee/officer concerned.
- xxi) Willful disfigurement, destruction or alteration or forgery of any record/file of the Employer.
- xxii) Brining or possessing or using alcoholic drinks, premises or reporting for work while under the influence of alcoholic drinks, drugs or narcotics.
- xxiii) Refusal to accept a charge sheet, an order or any other communication from the Management either in person by post or through courier.

- xxiv) Entering or remaining the work premises after the permissible / authorized hours of duty.
- xxv) Assumption of authority in matters, which are the prerogative of the Employer.
- xxvi) Publication of any article relating to the work of the Employer without obtaining prior written permission of the Employer.
- xxvii) Refusal to act on the accepted terms and conditions of service.
- xxviii) Handling or attempting to handle any machine, equipment, apparatus or vehicle not entrusted to the charge of the employee.
- xxix) Falsifying or refusing to give testimony when an accident, misconduct or other matters are being investigated.
- xxx) Interfering in the work of other employees and/or the Management.
- xxxi) Habitual breach or gross and/or deliberate violation of the Service Rules and internal regulations.
- xxxii) Doing private or personal work within the work premises without the previous permission of the Management.

- xxxiii) Refusal to work on holidays or on off days when required to do so, refusal to work overtime, in the exigencies of Employer's business/work notwithstanding any statutory provisions.
- xxxiv) Approaching higher authorities for personal promotion or favours or gains directly or through other people.
- xxxv) Abuse of authority, threats, use of harassment or pressure to obtain unprecedented favours harmful to the system.
- xxxvi) Refusing to undergo training as and when required by the Management.
- xxxvii) Photo images or otherwise copying and taking the extracts of official documents with a view to keeping/storing them at home or to maintain files at home will be considered breach of trust.
- xxxviii) It is considered breach of trust if one employee comes to know about the breach of trust done by another staff member, and if this matter is not disclosed immediately to the Management.
- xxxix) Any act which is prejudicial or detrimental to the interests of organization or the Management of the organization.

- xi) Breach of confidentiality or a loss of confidence by any act against the interests of Management or organization.
- xli) No actions linking Management with activities of other NGO, international organization or local authorities can be decided without the prior agreement.
- xlii) Deliberate disturbance to the proper functioning of the association.
- xliii) Making statements (in any manner whatsoever) to the press or other media without prior permission of the Management.
- xliv) Fulfilling a task by other person than the one to whom it has been assigned. In case of absence the employee has no right to bring another person to replace him, except with the prior consent/permission of Management representative.
- xlv) Nobody can alter the contents of his job description without prior authorization.
- xlvi) Any other act of commission or omission, which is against the interest of the Employer or subversive of discipline.
- xlvii) Any other act which constitutes an offence under any other law/act in force.

- xlvi) Striking work or adopting go-slow methods, either singly or along with others in contravention of these Service Rules or any statute, law, agreement, memorandum of settlement agreed from time to time and for the time being in force.
- xlix) Inciting whilst on the premises of the Employer any employee or employees to strike work or adopt go-slow methods.
 - i) Collection or conversing or the collection of any money, whatsoever, for purpose not authorized in writing by the Employer within the premises of the Employer.
 - ii) Drunkenness, fighting, riotous, indecent or disorderly behaviour or conduct likely to cause breach of peace or conduct endangering the life or safety of any other person.
 - iii) Any act subversive of discipline and efficiency and any act involving moral turpitude committed within the premises of the Employer, and outside if the same has bearing on the services of the employee.
 - liii) Indiscipline or breach of any rules or instructions for the maintenance and or instructions for the running of any department or maintaining its cleanliness.

- liv) Distributing or exhibiting inside the premises of the Employer any newspaper and bill(s), Pamphlets or poster(s) without the previous written sanction of the Management.
- lv) Refusal to accept charge-sheet, suspension order or any other lawful order given by the Superior(s).
- lvi) Refusal to give evidence in any enquiry against any other employee, charged with any misconduct.
- lvii) Organising, attending or holding meetings within the boundaries of the premises or in any of the premises owned by the Employer or in front of the residential premises of the officers of the Employer and in its estate without previous written sanction of the Management.
- lviii) Threatening or intimidating any employee within the premises of the Employer or outside concerning matters relating to the Employer.
- lix) Gambling or playing cards, etc., within the premises of the Employer.
- x) Knitting, gossiping within the premises of the employer.
- xi) The sale or canvassing for the sale of tickets of chances in any lotteries or raffles within

- the premises of the Employer.
- xii) The sale or canvassing for the sale of any commodity within the premises of the Employer.
 - xiii) The sale or canvassing for the sales of tickets, coupons or other tokens in connection with any scheme for the sale of any commodity or articles within the premises of the Employer without previous written sanction of the employee.
 - xiv) Sleeping or dozing whilst on duty.
 - xv) Insubordination, malingering, deliberate delaying of work, adopting go slow or work to rule practices or refusing to carrying out the orders.
 - xvi) Using abusive language or slogans against any superior officer or any officer of the Employer within the premises of the Employer.
 - xvii) Resorting to picketing, hunger strike against any officer whether within the premises of the Employer or outside it relating to in the matters concerning the Employer.
 - xviii) Absence from place of work without the permission of the departmental head.
 - lxix) Acceptance of gift from any person connected with business of the Employer.

- lxx) Lending or borrowing money to or from subordinate employees.
- lxxi) Habitual indebtedness.
- lxii) Spreading false rumours or giving false information which tends to disrupt the Employer, or its employees (or spreading among the employees).
- lxiii) Speculation in any investment or commodity within the premises of the Employer.
- lxiv) Writing of anonymous or pseudonymous letters criticizing employees/Employer.
- lxxv) Theft of property belonging to other employees inside the premises of the Employer.
- lxvi) Submission or representation to any authority or public-men except through proper channel.
- lxvii) Misbehaviour during the pendency of disciplinary action instituted against him.
- lxviii) Interference, tampering with records, attendance register, etc., either pertaining to himself/herself or to any other employee.
- lxxix) Unauthorized removal or defacement of notices of the Employer at the notice board.
- lxxx) Willful non-co-operation with fellow employee for proper discharge of duty at any time.

- lxxxii) Giving interview to press, radio, television without the permission of the Management.
- lxxxiii) Participation in public discussions, debates, and deliver speech in public pertaining to the affairs or business of the establishment without permission from the competent authority of the Employer.
- lxxxiv) Reading magazine, novels and other non-professional literature/material during working hours.
- lxxxv) Loitering, idling or wasting time during working hours staying within the premises of the Employer after authorized hours of work without permission.
- lxxxvi) Expectorating or otherwise committing nuisance on the premises of the Employer.
- lxxxvii) Not wearing the complete uniform provided by the Management, if any, during working hours or wearing the uniform improperly while on duty.
- lxxxviii) Any attempt or threat to assault or attempt to murder/attack or assault or beating or murder of any employees/officer/ manager of the Employer or any other person/persons who has/had any connection with the organization within or outside the premises of the Employer.

- lxxxviii) Not disclosing/intimating to the Employer any infectious or sexual/skin /any other disease/ contagious disease from which the employee is suffering.
- lxxxix) Habitual production of the Medical Certificate for availing of leave.
- xc) Having immoral relationship with employee of either sex within the premises of the Employer.
- xcii) Eve-teasing in the premises of the Employer or transport provided by the Employer, if any.

1.15 Punishment for misconduct :

If the employer is convinced that an employee is guilty of committing any misconduct/s the following punishments may be imposed upon him/her:-

- i) Suspension without pay for a period not exceeding one month.
- ii) Demotion
- iii) Reduction in salary
- iv) Stoppage of increments
- v) Discharge
- vi) Dismissal.

1.16 Procedure for disciplinary action:

The warning should be written and signed by both the organization and the employee, a copy of it will go to the employee's file. Three valid warning letters automatically lead to immediate dismissal.

- i) Where disciplinary proceedings against an employee are proposed to be contemplated by the Employer or are pending or where criminal proceedings against the employee in respect of any offence are under investigation or trial and the Employer is satisfied that it is necessary or desirable to place the employee under suspension, it may, by an order in writing, suspend him with effect from such date as may be specified in the order. An employee placed under suspension will be paid 50% of his wages/salary provided he will give a declaration by the end of the month that he remained unemployed during such period. The Management can ask the suspended employee to come for marking his attendance at any time during working hours. The suspension allowance during the pendency of enquiry can be reduced or revoked if the employee either fails to participate in the enquiry or does not cooperate in the continuation of enquiry.
- ii) An order of punishment including dismissal against an employee will be made only after the employee concerned is

informed in writing by a charge-sheet of the alleged misconduct and is given an opportunity to give his explanations regarding the alleged misconduct except when the misconduct is admitted in writing by the delinquent employee.

- iii) During a domestic enquiry, the delinquent employee may be allowed to have the assistance of a co-employee working in the establishment, if he so desires in writing. However, no outsider will be allowed to assist the delinquent employee/ officer in the domestic enquiry. The delinquent employee will be given the complaints/ documents. Both parties should give their list of witnesses.
- iv) The charge-sheeted employee will be issued with a charge sheet clearly informing him of misconduct alleged against him. An explanation will be called for in writing against the charges of misconduct leveled against him. In the enquiry, the witnesses in support of the charges of misconduct will be examined by the presenting officer/the Management representative in the first instance. The employee concerned will be given a fair opportunity to cross-examine each of the witnesses on completion of their evidence. The charge-sheeted employee should be allowed to examine his witnesses, including himself. The presenting officer/ Management representative may cross-

examine the delinquent employee and each of his witnesses.

- v) Both the charge-sheeted employee and the Management representative may submit their arguments either orally or in writing before a definite date, on completion of the evidence on both sides. The enquiry officer, on the basis of the documents and evidence on records, should submit a report recording his findings and reasons thereof to the Management.
- vii) The Management on receiving the report and findings of the enquiry officer, will ask for the employee's representation, if any, against the proceedings and findings of the enquiry officer. Unless demanded by the employee, it will not be obligatory on the part of the Management to furnish the enquiry report to the employee.
- vii) After receiving the representation, if any, of the delinquent employee with regard to the domestic enquiry, the Management on the basis of the entire proceedings, documents, evidence and report of the enquiry officer and also taking into consideration the representation, will appreciate the entire evidence on record and come to its own conclusions as to whether the charges of misconduct alleged against the delinquent employee have been established.

viii) If the employee refuses to accept the charge-sheet in the presence of another employee, it shall be kept in the individuals staff file and shall be kept in the individuals staff file and shall be deemed to have been served on him and a copy of the charge-sheet will also be sent by registered post or courier to his last recorded address. If refused, it will be deemed to have been served upon the employee.

- vix) An employee who is placed under suspension under clause 19.1 shall during the period of such suspension be paid subsistence allowance at the rate of 50% of the wages which the employee was entitled to immediately preceding the date of such suspension during the pendency of domestic enquiry, or, if an enquiry is being conducted by an outside agency or where some criminal proceedings are pending against him.
- x) The employee under suspension shall report at the Employer's office/premises at the time specified in the letter of suspension to be entitled to subsistence allowance, and if he does not do so, he shall not be entitled to subsistence allowance for the days he does not report at the Employer's office. The employee under suspension cannot go out of town without the prior written permission of the Employer/ Management.

He also cannot enter the Employer's premises without his written consent.

- xi) If on the conclusion of the enquiry or of the criminal proceedings, the employee has been found guilty of any of the charges framed against him and it is considered that an order of dismissal or discharge or suspension or fine or stoppage of annual increment or reduction in rank would meet the ends of justice, the Employer shall pass an order accordingly. A copy of the enquiry report will also be supplied to the concerned employee against whom the punishment is inflicted.

Provided that when an employee has been found guilty of the charges alleged against him, he shall irrespective of the nature of punishment, be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period. The subsistence allowance already paid to him shall, however, not be recovered.

- xii) If an employee is found guilty under clause 19.4 above and it is considered that the period of suspension upto the conclusion of the enquiry was sufficient punishment, orders will be passed to reinstate the employee and to treat the period of suspension as punishment without any future payment for the period except for the suspension allowance admissible.

- xiii) If on the conclusion of the enquiry or of the criminal proceedings the employee has been found to be not guilty of any of the charges framed against him, he shall be entitled to the same wages/salary as he would have received if he had not been placed under suspension after deducting the subsistence allowance paid to him for such period.

- xiv) The payment of subsistence allowance under this rule shall be subject to the employee concerned not taking up any employment during the period of suspension, and for which the Management will be at liberty to take disciplinary action.

- xv) In awarding punishment under these rules, the Management shall take into consideration the gravity of the misconduct, the previous record, if any, of the employee and any order extenuating or aggravating circumstances that may exist.

- xvi) Where an employee has been convicted for a criminal offence involving moral turpitude in a court of law, the employee can be removed or dismissed from service without following the procedure afore-mentioned.

- xvii) A copy of the orders passed by the Management shall be supplied to the employee concerned.

1.17 Service Notice from the Employer and communication procedure thereof :

- i) Any order, notice, charge-sheet or letter issued by the employer shall be served on the employee in the following manner:-
 - a) by delivering it to the employee by hand. If the employee does not accept such notice, charge-sheet or letter, then one witness must duly attest the fact of refusal and file the same in the respective individual's personal file.
 - b) by sending it by registered post at the last address of the employee as per records of the employer. If refused, it will be deemed to have been served upon the employee.
- ii) Any notice or communication or intimation to be given to an employee by the Employer shall be served personally or by post at the last address available in records of the Employer. If an employee refuses to receive such notice or communication or intimation, or if such notice communication or intimation sent to the employee concerned by post is returned un-served for any reason, the same may be filed in the respective individual's personal file maintained by the Employer, in which case it shall be deemed to have been duly served on the employee/officer concerned.

1.18 Complaint and grievance procedure :

- i) All grievances/complaints about wages, payment, overtime, leave, transfer, promotion, demotion, seniority, work assignment and reasonable orders, working conditions and interpretation of service agreement, etc., shall be made by the employee directly to the Employer.
- ii) All such complaints/grievances will be settled/ responded to as soon as possible, but in any case not later than 20 days from the date the grievance is reported.
- iii) If a grievance arises out of an order given by an employee, the said order shall be complied with before the employee concerned invokes the procedure laid down for redressal of grievance. If, however, there is a time lag between the issue of order and its compliance, the grievance procedure may immediately be invoked, but the order nevertheless must be complied within the due date.
- iv) If it is necessary for any employee to leave the office during working hours on call from the line manager, necessary permission of his superior shall be obtained.
- v) If, however, there is any complaint against any individual member of the staff who is at the same level as the employee designated

to handle the grievance, the employee may take up his grievance with the staff member at the next higher level, i.e., line manager.

- i) In case of any grievance arising out of chargesheet, suspension order, discharge or dismissal of an employee, the above mentioned procedure shall not apply. Instead, the discharged or dismissed employee shall have right to appeal to the Management requesting for review or revision of the order within a week from the date of dismissal or discharge.

1.17 Resignation :

Any employee who wishes to resign from service of the Employer shall give the Employer notice for the period as mentioned/specified in the letter of contract, and shall duly serve the Employer during the said period. The employer may, at his sole discretion, accept the employee's resignation with immediate effect and waive the notice period and may give notice pay in lieu of the same.

1.20 Secrecy :

No employee shall take any papers, books, drawings, files, photographs, instruments, apparatus, documents or any other property of the office out of the work premises except with the written permission of the Management, nor shall he in any way pass or cause to be passed, disclose or cause to be disclosed any information or matter

concerning the work nor any other confidential documents of the office to any unauthorized person or outsider or to an employee under suspension without the written permission of the Management.

1.20 Exclusive service :

An employee shall not at any time, work against the interest of the office at which he is employed and shall not take any employment or assignment or business in addition to his job in the establishment, in case the employee is on full time contract.

1.22 Miscellaneous :

- i) • All employees/officers shall be bound to observe all safety rules notified from time to time and to use safety equipment as and when necessary. Breach of this order shall make him/them liable for misconduct in as much as they shall be liable to punishment as per these rules.
- ii) Non-enforcement of a rule shall not prejudice the right of the Employer to enforce the same at any later date.
- iii) All matters not specifically covered by these rules and regulations shall be dealt with in accordance with the relevant provisions of the law and/or usage governing such matters.
- iv) The Employer reserves the right to amend to

alter these rules and regulations at any time and in any manner it deems fit.

- v) Interpretation of the foregoing rules and regulations as given by the Employer shall be final and shall be binding on all persons interested therein.

1.23 General Conditions and benefits :

- i) The Employer is obliged to provide each employee with a copy of these Service Rules.
- ii) The appointment of an employee will be stated in a letter of contract, it will be formalized by the signature of both the employer and the employee and becomes valid only after both have also signed the letter of contract, job description and service rules.
- iii) These service rules supersede all agreements, conditions of employment for personnel of Employer, orally or in written form, between employer and employee.
- iv) The employee is obliged to inform the employer of all revenues, gifts, presents, etc., which he receives as a result of his activities on behalf of the Employer.
- v) Any change in salary will be communicated in writing to the employee.

- vi) On the twelfth month every year, from the date of joining, the employee will receive 'ex-gratia payment' of one month's basic salary. In case of termination of contract during the year, this ex-gratia will be calculated on the basis of months effectively worked.

- vii) The Employer will deposit its contribution along with the contribution of the employee equal to 12% of basic salary on a monthly basis. This will be deposited in the Provident Fund Account of each employee.

- viii) The Employer may apply to the Reserve Bank of India for the reduction of the number of employees or for closing the establishment for economic (lack of institutional donor for the project) or technological reasons.

1.24 Conclusion :

1.24.1 Modification :

The Employer has the right to change and to update the present regulations at any stage and to give notice to the staff in writing.

1.24.2 Enforcement of the Law :

The statutory enactments applicable to the employer controls the relationship between the staff and the Employer.

1.24.3

Enforcement :

This present administrative document of regulations will take effect as on the 1st October 2004 and it will replace any previous versions of the administrative regulation.

It has been written in English and Hindi for the staff. The English version will prevail in case of any lawsuit, as English is our common working language.

1.25 **Certificate on cessation of service :**

Every employee shall be entitled to a service certificate after cessation of his employment.

1.26 **Fitness for work :**

The Management reserves the right to test any Workman by sending him/her to the medical officer for his/her fitness to hold a post at any time with or without notice. However, no decision to discharge, transfer or demote him/her will be taken on the recommendations of the medical officer alone. For that purpose the employee will be subjected to further medical examination before an independent Medical Board whose recommendations will be considered in such a case. The expenditure on this medical examination will be borne by the Management under Periodical Medical Check-up.

- i) All employees are subjected to periodical medical checkup.

- i) An employee shall submit himself/herself to medical examination at any time during the course of employment. If he/she is found suffering from any communicable disease or if he/she is found medically or mentally unfit for the job, it will be open to the Management to send the workman on leave for medical treatment at its own cost.

1.27 **Retirement :**

An employee will retire on attaining the age of 58 years. However, on account of physical or mental infirmity, inefficiency or incapability to work or if he outlived his utility to discharge his contract of service, the employer is free to discharge such employees from service. The decision of the Management in this regard will be final and binding.