

ADICHUNCHANAGIRI SHIKSHANA TRUST ®

**Adichunchanagiri Kshetra,
Nagamangala Taluk,
Mandya District.**

**ADICHUNCHANAGIRI
SHIKSHANA TRUST SERVICE
RULES**

B G S INSTITUTE OF TECHNOLOGY

**B.G. Nagara-571 448
Nagamangala Taluk, Mandya District.**

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ADICHUNCHANAGIRI SHIKSHANA TRUST SERVICE RULES

1. PREAMBLE :

Adichunchanagiri Shikshana Trust under the guidance of Peetadeesha of Adichunchanagiri Mutt his Holiness Padmabhushan Dr. Balagangadharanatha Swamiji has been functioning in various fields like education, health, creating awareness, maintaining temples, establishing Choultries to help the poor people, providing free hostels, etc. Many people, disciples and community people have expressed their willingness to serve the Mutt in various capacities. In order to have a common rules for all the persons, Swamiji felt it necessary to have common service rules for all the Institutions which come under Adichunchanagiri Shikshana Trust.

2 SHORT TITLE AND COMMENCEMENT :

These rules may be called the "AST SERVICE RULES" for the employees of all the institutions run by Adichunchanagiri Shikshana Trust (R), Sri Adichunchanagiri Kshethra-571811, Nagamangala Taluk, Mandya District, Karnataka State.

These rules shall come into force from the date of approval by the Board of Trustees of Adichunchanagiri Shikshana Trust (R) and shall apply to all the employees of aided and unaided institutions run by the Adichunchanagiri Shikshana Trust(R).

The Board of Trustees of Adichunchanagiri Shikshana Trust (R) reserves right to amend/modify/alter/and add to any of these Rules and to bring any such amendment/alteration with effect from such date as it may deem fit.

3. APPLICABILITY :

The employees and staff of Hospital & Medical College owned by Adichunchanagiri Shikshana Trust are governed by this Service Rules. Employees of other Institutions are governed under separate HR Policy which is at Annexure -I.

4 DEFINITIONS :

"AST" means the "Adichunchanagiri Shikshana Trust" registered under the Karnataka Societies Registration Act for the purpose of establishment of Educational Institutions, research Institutions or any other Institutions, temples, Choultries, hostels, etc.

"Mutt" means Adichunchanagiri Mutt.

"Board of Trustees" means the board constituted to manage the affairs of the Trust.

"President" means president of Adichunchanagiri Shikshana Trust(R).

"Governing Council" means the Body constituted by the Board of Trustees for each institution/ establishment, referred to as GC/Management.

"Chairman" means the Chairman of Governing Council (GC)

"Competent Authority" in relation to the exercise of any power, means the Governing Body and / or Board of Management or any other authority empowered to exercise any such power by Governing Body.

"Institution" means the Institutions/Establishments set up and / or run by the Adichunchanagiri Shikshana Trust (R) which includes Aided/Unaided Institutions existing as well as those that may be set up in future.

"Establishment" means Educational Institutions, Research Institutions or any other Institutions, Choultry/Kalyanamantap, Hostels, etc., setup and run by Adichunchanagiri Shikshana Trust.

"Head of the Institution" means the Head Master/Principal of the institutions or any one who is appointed/designated as the Head of the Institution by the Board of Trustees.

"Employee" means a person in the employment of the aided and unaided Institution/ Establishment set up and / or run by the Adichunchanagiri Shikshana Trust(R).

"Family" means an employee's wife or husband, legitimate/ adopted son, unmarried legitimate/ adopted daughter and parents, who are residing with and wholly dependent on the employee.

"Ministerial Staff" means an employee whose duties are managerial/clerical in nature.

"Appointing Authority" means any individual who has been designated by the Governing Council as appointing authority to take actions for only the employee type(s) for which he has been delegated authority.

"Time Scale Pay" means pay which rises by periodical increments from minimum to maximum.

5. CLASSIFICATION OF EMPLOYEES :

5.1 Employees shall be classified as: Permanent, Probationer, Temporary, Casual, Apprentice or Trainee, Part-time Employee engaged on contract.

5.2 A permanent employee means an employee who has been employed in a permanent vacancy and whose appointment has been confirmed in writing by the appointing authority and includes any person who has satisfactorily completed the prescribed a probationary period in the establishment and whose employment has been confirmed in writing by the Management.

5.3 Probationer means who is provisionally employed to fill a permanent vacancy in a post and has not completed the probationary period stipulated in his appointment letter or by these rules. Unless

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confirmed in writing a probationer will continue to be a probationer. During or at the end of the probation period or the extended period of probation the services of a probationer can be terminated without any notice or pay in lieu thereof without assigning any reason whatsoever. If a permanent employee is employed as a probationer in a new post or vacancy he may at any period of time during the probationary period or at the end of the probationary period be reverted to his original permanent post.

5.4 A temporary employee means an employee who has been engaged for that is essentially of a temporary nature or of a specified period or work of a permanent but of a temporary duration. Merely working on a permanent job will not make any employee a permanent employee.

5.5 A casual employee means an employee who has been engaged for work which is essentially of an occasional or casual nature and includes an employee who is temporarily employed in the place of a permanent employee or probationer who is temporarily absent. This category includes leave substitutes.

5.6 An apprentice or a trainee means a learner. The training of an apprentice / trainee may be discontinued at any time without assigning any reason whatsoever. The Management, on no account shall be under any obligation to provide job to apprentice / trainee after completion of the stipulated apprenticeship or training period.

5.7 Part-time employee is one who is engaged to work for less than the normal working hours.

5.8 A contract employee is one who is employed on a Contract for a stipulated period of time, whose services will automatically come to an end on the expiry of the contractual period. The contract may be renewed with mutual consent with or without change in any of the terms.

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6. FURNISHING OF BIO-DATA :

It shall be incumbent upon every employee to furnish in writing his correct and complete bio-data to the appointing authority at the time of appointment as required by the Management for the purpose of record in the prescribed form and also thereafter promptly to notify in writing any subsequent changes in the particulars of his bio-data.

7. RECORD OF AGE :

7.1 The Management shall verify and record the age of every employee. Any of the following documents shall be deemed to be satisfactory proof of the age of the employee.

7.1.1 School Leaving Certificate/SSLC Certificate.

7.1.2 Birth Certificate from the Corporation, Municipality or registrar or Births and Deaths.

7.2 The age of an employee verified as above or in any manner deemed fit by the Management and accepted and recorded by the Management shall be the sole evidence of the age of the employee for all questions concerning his employment including retirement.

8. NO WORK NO PAY :

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

9. APPOINTMENT, CONFIRMATION, TERMINATION & RETIREMENT/SUPERANNUATION:

9.1 Appointments of all categories shall be made by the Governing Council. The Governing Council may appoint selection committee wherever necessary.

9.2 A candidate appointed by direct recruitment shall assume charge of the post for which he/she was appointed within the period of 15 days from the date of dispatch of the order or as specified in the appointment order.

9.2. a) Candidates promoted under career advanced scheme or any other scheme shall have their appointment effective from the date they are eligible.

9.3 At the time of joining the Candidate shall complete the following formalities.

9.3.1 Submission of Joining Report.

9.3.2 Submission of Attested True Copies of Educational Certificates along with originals.

9.3.3 Submission of Relieving Letter or proof having complied the conditions of appointment with the previous employer.

9.3.4 Submission of Evidence of date of birth / proof of age.

9.3.5 Nomination for Provident Fund / Gratuity in prescribed form (if applicable or eligible).

9.3.6 Application for Identity Card along with three passport size photographs.

9.3.7 Application for opening Bank Account prescribed by the institution.

9.4 Any of the following documents may be accepted as evidence of date of birth / proof of age:-

9.4.1 Secondary School Leaving Certificate.

9.4.2 Where a person is non-SSLC, certified Extract from Registrar of Births & Deaths or any other valid document acceptable to the Management.

9.4.3 The age of employee verified with reference to any of the above shall be the sole evidence of the age of the employee for all purposes concerning his/her employment including retirement. The date of birth once furnished and accepted by the Management and entered in the Service Register shall be final and conclusive and under no circumstances, the request for correction of the same will be entertained except on the decree of competent Court in this regard.

9.5 The Institution may verify the antecedents of the candidate either directly or through Agency by referring to the previous Organization in which the candidate was working. In the event, it is found that the candidate had suppressed material information or furnished wrong information, the employee is liable for summary termination of employment.

9.6 All appointments shall be subject to the candidate being medically found fit and the candidate shall produce Medical Certificate from the Doctor specified by the Institution as and when required by the Institution. The Institution may require employee to be examined by a Medical Officer approved by the Institution for the purpose. If on examination, the employee is found mentally unfit or suffering from any disease or complaint that is infectious or medically objectionable, the Institute may terminate his/her services for being found medically unfit.

9.7 All employees other than temporary shall ordinarily, be on probation for a period of two years or as specified in the appointment order. The probationary period may be extended for a further period of six months or any part thereof. Unless confirmed in writing, an

employee shall be deemed to be on probation. In exceptional cases, the period of probation may be dispensed with at the discretion of the competent authority.

9.8 On satisfactory completion of probation, the Governing Council or the appointing authority shall confirm the employee in service in writing.

9.9 SERVICE RECORD: A Service Register shall be maintained for every employee showing among other things, his/her permanent address, date of appointment, consolidated pay, scale of pay on which he/she was appointed, increments given from time to time, leave availed of, transfers, promotions, suspensions, punishments etc. The Service Register shall be opened immediately after the employee reports for duty and to be updated periodically.

9.10 SPECIAL SERVICE CONTRACT: The Governing Council may appoint an employee on contract basis for a fixed period on such terms and conditions which the Governing Council deems proper and fit as per the requirement of the Institution.

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

9.11.1 All persons confirmed shall be senior to all others not confirmed in that cadre.

9.11.2 The Seniority of persons, who are confirmed shall be according to the dates of confirmation; where the date of confirmation of any two or more employees is the same, their relative seniority shall be determined with reference to their Rank in the lower grade. If the seniority cannot be fixed on the said principle, the one who is older in age shall be treated as Senior.

9.11.3 When persons are recruited to a class of post both by internal promotion and direct recruitment, if they report for duty on the same date or the date of the order is the same, internally promoted candidate shall rank higher than those recruited directly.

9.11.4 When promotions are made on the basis of seniority cum merit at the same time, the relative seniority shall be determined by their seniority in the lower cadre.

9.11.5 When promotion to a class of post or cadre are made by selection at the same time, the seniority shall be in the order in which the names or candidate are arranged in the Order of Merit.

9.11.6 Seniority of direct recruitment shall be determined as follows:

9.11.6.1 When the recruitment is made through the process of written test and interview, the seniority shall be in the order of position in the Merit List.

9.11.6.2 If the appointments are made without written test and/or interview, the date of joining of the candidate shall be the date for reckoning seniority.

9.12 RESIGNATION: When an employee tenders resignation to the post held by him/her, the following points shall be verified before accepting the resignation.

9.12.1 Whether the required notice or salary in lieu of notice has been paid.

9.12.2 Whether no dues certificate has been obtained from concerned Department / Section of the Institution.

9.12.3 If the conditions of 5.12.1 to 5.12.2 are fulfilled, the Head of the institution shall forward the resignation letter to the Governing Council or the appointing authority with suitable opinion / remarks for orders / acceptance.

9.12.4 After receiving the orders/ acceptance, the same shall be communicated to the employee by Head of the Institution concerned.

9.12.5 The Governing Council or the appointing authority shall be the Competent Authority to accept the Resignation of all employees or employee type(s) for which he has been designated respectively.

9.13 TERMINATION OF SERVICE: The Governing Council may terminate the services if the employee is found to be unfit to continue in service on medical grounds or other reasons to the satisfaction of the Governing Council. In case of medical unfitness, the opinion of the Medical Board as decided by the Governing Council shall be obtained.

9.14. RETIREMENT/SUPERANNUATION AND RE-EMPLOYMENT

9.14.1 The age of superannuation shall be 58 years.

9.14.2 The Governing Council may at its discretion grant extension of service of one year or more at a time beyond the superannuation on the merit of each case, subject to the condition that the extension of service so granted shall not exceed 5 years in any case.

9.14.3 The Governing Council may in special cases, order any employee to retire from service any time after he / she completes fifteen years of qualifying service in the interest of the Institution by giving a notice in writing in this behalf at least three months before the date on which he/she is required to retire from service.

9.14.4 An employee retiring from service may be re-employed, depending on merit, for a period of TWO years. Further renewals for duration of 2 years at a time may be possible till

the employee attains the age of 70. This provision shall not entitle any employee or confer any right to claim re-employment. The re-employment shall be solely at the discretion of the Governing Council.

9.14.5 Retired employee who has been re-employed will receive a consolidated salary Equal to the pay drawn at the time of retirement/pay fixed at the time of re-employment. He/she will not be eligible for any other benefits such as PF, Gratuity and Leave encashment. However he/she will be eligible for 2 days of casual leave per month, which cannot be accumulated or carried over to the following year.

9.15 Fidelity and Security Bond :

Where the Governing Council deems it necessary, employees dealing with cash, stores and property of the institution may be called upon to execute the Fidelity and Security Bonds. In certain cases the Governing Council may prescribe cash security.

10. HOURS OF WORK & HOLIDAYS :

10.1 All employees are required to work for a minimum of six days a week and 8 hours a day.

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

10.3 The duty hours notified may be changed as per the requirement of the Institution from time to time and the employees shall attend duty accordingly.

10.4 Attendance:

10.4.1 All employees shall mark their attendance in respective Attendance Register maintained in the office of the institution as the case may be.

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10.4.2 On arrival for duty, the employee shall initial their names against the appropriate date. The Attendance Register will not be available for such initialing after lapse of fifteen minutes from the time fixed for the commencement of duty. In case of Electronic Attendance monitoring it will be closed after 15 minutes.

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

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

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

10.5 National & Festival Holidays: Institutions can follow holiday list as per the Education Department/Board/ University or as per relevant Law as the case may be.

11. PAY AND ALLOWANCES

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

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11.2 Pay Structure at Entry Grade: The Pay Structure at Entry Grade for teaching and non-teaching staffs shall be fixed by the unaided institution head or by the head of 'Shakha Mutt'. However, before fixing the head of the institution or head of the Shakha Mutt, shall take the approval of the Board of Directors/Governing Council of Adichunchanagiri Shikshana Trust®.

11.3 Promotion Policy:

Each 'Shakha Mutt' and institution shall have promotion policy. However, shall finalize the same with the Board of Directors/Governing Council of Adichunchanagiri Shikshana Trust®.

11.4 Fixation of pay:

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

11.4.2 An increment may be withheld from an employee by the Institution, if his/her conduct/performance has not been satisfactory. Annual increments in any pay band or category will vary depending upon performance. Normal increment will be at the rate of 2.5% of the total pay and the higher rate of 3.5% is fixed for high performers.

11.4.3 Eligibility for variable increments is mainly performance-based and it is not a matter of right. When an efficiency bar is prescribed in a time scale, the increment next above bar, shall not be given to an employee without specific sanction of the Governing Council.

11.4.4 The conditions under which service counts for increments in a time scale are as follows:

11.4.4.1 All duty in a post on a time scale counts for increment in that scale.

11.4.4.2 All leave except extraordinary leave (Leave without Pay & Allowances) count for increment in the time scale applicable to a post in which an employee was officiating at the time of proceeding on leave.

11.4.4.3 Extraordinary leave (Leave without Pay & Allowance) on medical grounds duly supported by medical certificate shall count for increment.

11.4.4.4 The period spent on probation shall count for increment.

11.4.4.5 Time passed while on suspension does not count towards increment; if the period of suspension is treated as such.

11.4.4.6 Period of unauthorized absence not regularized, but treated as such, shall not count for increment in the time scale.

11.4.5 If the pay of an employee is reduced as a measure of penalty to lower stage in his/her time scale, the authority ordering such reduction, shall state the period for which it shall be effective and whether on restoration it shall operate to postpone future increments and if so to what extent.

12. LEAVE :

12.1 An employee is entitled to Casual leave, Earned leave, Sick leave, Medical leave and Maternity Leave.

12.2 Casual Leave: A permanent employee shall be eligible for 10 days of casual leave, in a calendar year. He/she shall avail only 3

days at a stretch including offs. Permission in advance must be obtained as far as possible. Employees on probation, part time, contract basis and temporary employees shall also be entitled to 10 days casual leave in a year at the discretion of the Management.

12.2.1 Casual leave cannot be combined with any other kind of leave.

12.3 Earned Leave: A permanent employee is entitled to 15 days earned leave which shall accrue to him from the date of his appointment i.e., at the rate of one day for every twenty days worked.

12.3.1 This earned leave can be availed of by the employee only after completion of 12 months of service.

12.3.2 Availment of earned leave by an employee will be entirely at the discretion of the Management. It cannot be claimed as a matter of right. Leave has to be applied for well in advance and got sanctioned. Earned leave accruing to an employee shall accumulate only to a maximum of 180 days.

12.3.3 The employees will be eligible for encashment of surrendered leave, subject to the condition that leave applied for should not be for a period of less than 20 days, out of which 50 percent should be availed of as leave and 50 percent will be available for encashment.

12.3.4 Temporary and casual employees are not entitled to earned leave.

12.4 Sick Leave

12.4.1 An employee shall be entitled to 15 days of sick leave in any calendar year, after completion of the successful period of probation.

12.4.2 Any application for sick leave has to be endorsed by the Head of the Department.

12.4.3 In emergent cases where an employee cannot report to the Management for availing the sick leave, the employee may produce a certificate from a Registered Medical Practitioner which shall be countersigned by the Head of the Department.

12.5 Medical Leave: In exceptional cases, employees will be eligible for 15 days of medical leave for prolonged sickness at the discretion of the Management. This privilege, however, cannot be claimed as a matter of right.

12.6 Maternity Leave:

12.6.1 A female employee shall be entitled to maternity leave with full pay and allowances permissible under the rules only twice during service.

12.6.2 Maternity Leave is also admissible in case of miscarriage in which case the leave shall not exceed 42 days.

12.6.3 In the regular course total availment of Maternity Leave shall not exceed 90 days of which not more than six weeks shall precede the date of the expected delivery.

12.6.4 Maternity Leave is not admissible to married women having two or more living children.

12.7 Leave Without Pay: Temporary employee or an employee still to be confirmed in service may be granted leave on loss of pay for not more than ten days for valid reasons, after which the Management reserves the right to terminate the service of the employee, if the employee does not report for duty.

12.8 Leave is granted in accordance with the Leave Rules in force from time to time. Ordinarily an employee shall avail leave only after the leave is sanctioned by the authority authorised to grant the leave. The sanctioning authority may refuse or revoke leave of any description depending upon the necessities and exigencies of the work. An employee who desires to obtain leave of absence shall apply in writing to the sanctioning authority to grant the leave through his immediate superior giving due notice as may be stipulated.

12.8.1 If an employee after proceeding on leave, desires an extension thereof, he shall, before the expiry of the leave originally granted to him, make an application, in writing, for the purpose to the sanctioning authority. The sanctioning authority shall send to the employee a reply either granting or refusing extension of leave to his leave address or last known address. Every employee going out of station on leave shall furnish his leave address in his leave application.

12.8.2 Leave will not be deemed to have been granted unless sanction is obtained. An employee absenting when leave is not sanctioned or is refused, will be marked absent and will not earn salary for the period of absence. Further, he renders himself liable for disciplinary action, under the service Rules.

12.8.3 OVER STAYING AFTER LEAVE : An employee who remains absent after the expiry of his/her originally granted or subsequently extended leave is entitled to no salary for the period of such absence. Absence from duty after the expiry of leave will render the employee liable to disciplinary action for misconduct except where the employee establishes to the satisfaction of the leave sanctioning authority that he/she was unable to join duty for reasons beyond his/her control.

12.8.4 EMPLOYMENT DURING LEAVE: An employee who is on leave shall not take service or accept any work / profession or employment in any capacity either honorary or otherwise, without obtaining permission in writing from the Chairman, Governing Council. Any violation of the Rule attracts disciplinary action against such employees.

12.8.5 PENALTY FOR ABSENCE WITHOUT LEAVE OR CAUSE :

If employees acting individually or in concert and without reasonable cause, absent themselves from work or being present at the work spot refuses to work, each of them shall be liable to a deduction from his salary an amount equal to his remuneration for the period of absence.

13. CASH SECURITY :

13.1 Every employee on entering the service of the Hospital shall furnish a cash security equivalent in amount to one month's basic pay. This amount shall bear interest at the Savings Bank rate prevailing at the time of discharge from service. This amount is returnable to the employee on his retirement or leaving the service with a month's notice to the management. The security deposit shall be forfeited in the following cases:

13.1.1 Where an employee leaves the services without notice.

13.1.2 Where the services of an employee are terminated for misconduct, negligence and/or grounds of disciplinary action.

14. ABANDONMENT OF SERVICE: If an employee remains absent for more than 10 days without prior intimation or sanction of

leave or permission, the employee shall be deemed to have abandoned the employment and his/her services shall stand terminated automatically with effect from the date on which the absence commenced.

- 15. EXCLUSIVE SERVICE:** No employee of the Hospital at any time during his tenure of service in the Hospital, work either part-time or full time, for any other employer or engage himself directly or indirectly in any profession, occupation or vocation outside the Hospital without the prior written permission of the Management.

16. DUTIES AND OBLIGATIONS :

16.1 Every employee shall at all times be courteous and considerate to the customers, visitors and the public.

16.2 Every employee shall carry out the work assigned to him by his superiors conscientiously, faithfully and diligently in accordance with specific or general instructions of his superiors and shall maintain discipline at all times in the work place or premises of the Institution. He/she shall co-operate with his superiors and co-employees.

16.3 Employees shall always be neatly and formally dressed while on duty and shall keep their persons and work places clean at all times.

16.4 Employees who have been provided with uniform shall wear them while on duty. Those not wearing them are liable to be sent out and marked absent besides rendering themselves liable for disciplinary action. Uniforms provided are the property of the Institution and shall not wear during off duty time. Employees provided with photo identity cards should always wear them while on duty.

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16.5 Employees shall take proper care of the machines, tools, materials, equipment, furniture and other properties of the Institution.

17. PROPERTIES OF THE HOSPITAL :

17.1 Every employee shall take sufficient care of the property, stock of medicines, materials, instruments, equipment, machines, furniture, cash, linen etc, of the Hospital and shall take all reasonable precautions to safeguard them against accidents, damage or loss. Where damage or loss is attributable to the negligence of, mishandling or misuse on the part of an employee, such an employee shall be liable for disciplinary action and/or such other action as may be deemed fit by the Management. Besides, the Management shall be entitled to recover the value of such breakage, damage or loss from the employee/employees concerned.

17.2 Employees shall promptly report any occurrence or defect which might endanger the lives of persons in the Hospital or might result in damage to the property of the Hospital or that of any others.

17.3 Every employee shall be expected to take normal precautions against hazards and shall make proper use of safety devices and preventive measures as prescribed and provided by the Management.

18. LOSS OF PERSONAL PROPERTY :

The management shall not in any way be responsible for any loss or damage to any personal property of the employees brought into the Hospital or in their possession in the accommodation provided by the Hospital.

19. APPOINTMENT AND PROMOTION ELIGIBILITY :

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19.1 Employees who are governed by this appointment and promotion policy will be divided into teaching and non-teaching staff.

19.2 The trust will notify candidates from within or outside of the Trust through the means of Service Notices, advertisements, placement services, and/or etc. Any and all announcements for open posts will identify the specific eligibility requirements for each individual post as they become open for appointment.

19.3 Only eligible candidates, from inside or outside the Trust, who meet the specific capability requirements as outlined by the Trust in the announcement of the open post will be considered for appointment.

19.4 Any open post which does not fall within a category or cadre of employees as listed below will be filled through an open selection process of eligible candidates from within or outside the Trust.

19.5 In addition, open posts that require specialized knowledge or technical skills will be open to eligible candidates both from within and outside the Trust.

19.6 For Non-teaching and Teaching Staff:

19.6.1 Any open post falling within the category will be filled by the means of an open selection process of candidates from within or outside the Trust. Decisions regarding promotions of current employees will be done on the basis of vacancy, academic qualification, experience, and meeting the post's job requirements.

19.6.2 Existing staff in the Trust who belong to a lower category or pay band than the open will be eligible to apply for appointment or promotion to an open position of a higher staff category or pay scale within this category provided the applicant meets the capability requirements as outlined by the Trust for the specific position.

19.7 The Management also reserves its right to identify higher administrative grade or senior administrative grade posts that require technical or specialized knowledge that is not already encadred in any of the subsequent categories.

19.7.1 ny new posts in this category will be open to be filled by any suitable candidates meeting the required capabilities and of the posts as outlined by the Trust in each post's vacancy announcement. These candidates will be considered from within and outside the Trust. The Management reserves its right to suggest names of candidates from within the Trust to the independent agency for consideration to fill the open post.

19.7.2 Existing employees of the Trust who apply for these posts will, at the time of applying, have the following options:

19.7.2.1 To continue on normal pay and allowances in the case they are selected. After their tenure in the post, they will revert to their cadre; or

19.7.2.2 Being given market driven salary on election. Under this option, the employee must sever all ties with the Trust before applying. The employee must either resign or take retirement at the time of applying. As such, they will be applying as an outside candidate.

19.7.2.3 Employees selected from this outside group to fill non-teaching posts will be appointed to the post on contract for a fixed tenure and their remuneration will be fixed as dictated by the extant market forces. At the expiration of their term as outlined in their individual appointment letter, their appointment is eligible for renegotiation at the will of the Management.

19.8 Application and Selection Process

19.8.1 Individuals applying for open posts in the higher administrative grade or senior administrative grade will do so through a transparent process.

19.8.2 Applications will be formatted to evaluate the core competencies and skills of each individual applicant for the open post. An independent agency has the responsibility to review all initial candidates' applications for higher administrative and senior administrative grades. The independent agency's review will be done in an unbiased and equitable procedure. Only applications submitted for an open post within the designated deadline as determined in the Trust's announcement of the open post will be considered by the independent agency.

19.8.3 The independent agency will prove the Management with a short list of candidates for each open position on the basis of pre-defined parameters that ensure a fair and equitable selection has been made in accordance with the law. The Management reserves its right for the department of the Trust concerned with the vacancy to select the candidate from this short list to fill the open position.

19.9 Assured Career Progression Schemes

19.9.1 Time bound promotions are available to all general employees in the Trust governed by this appointment and promotion policy. All employees with the Trust in non-teaching and teaching posts are uniformly covered under assured career progression schemes.

19.9.2 Four groups viz. A, B, C and D are covered.

19.9.2.1 Group A- Under this,
a. Two time-bound promotions are provided to employees upon completion of and years of service.
b. Organized Group A services will not be covered.

19.9.2.2 Group B- Under this,

a. Two time-bound promotions are provided to employees upon completion of and years of service.

19.9.2.3 Group C- Under this,

a. Two time-bound promotions are provided to employees upon completion of and years of service.

19.9.2.4 Group D- Under this,

b. Two time-bound promotions are provided to employees upon completion of and years of service.

19.10 Assured Career Progression Wages

19.10.1 Benefit of pay fixation will apply at a rate of 2.5% of pay and grade pay as governed by the Adichunchanagiri Shikshana Trust Wage Policy.

19.10.2 Grade pay shall change at the time of normal promotion to the grade of pay as outlined by the

Adichunchanagiri Shikshana Trust Wage Policy to the next higher grade policy in the hierarchy of pay bands and grade pay.

19.10.3 In the case of regular promotion that is not between two successive pay grades, the higher grade pay attached to the next promotion post in the hierarchy of the concerned group/category will be given only at the time of regular promotion.

19.10.4 Financial upgradation will be available whenever an employee has spent continuous years in the same grade. However, not more than two financial upgradations are to be given over the course of an employee's entire career with the Trust.

19.11 The Management reserves its right to fill 10% of vacancies by direct recruitment for all posts in Group B and C by employees possessing the minimum qualifications required for the post, irrespective of their present grade and period of incumbency, at the Management's discretion.

20. STOPPAGE OF WORK :

20.1 The Management may at any time in the event of fire, catastrophe, breakdown of machinery or equipment or epidemic, civil commotion, failure of power supply or water supply or non-availability of equipment or machines, or other causes beyond their control, stop work in any department or departments wholly or partially for any period without compensation in lieu of notice.

20.2 In the event of such stoppage, the employees affected will be notified by a notice exhibited on the Notice Board as soon as practicable as to when work will be resumed and whether they are to remain or leave the premises, and all employees affected by such

stoppage shall obey the instructions from the Management in this regard.

20.3 Any employee affected by such stoppage will not be considered as discharged from service but as on temporary lay off and will not be entitled to salary or allowances during such lay off. Whenever practicable, reasonable notice will be given to the employees for the resumption of normal work and the employees who present themselves for work when the normalcy is restored will be allowed to resume work.

21. SERVICE OF NOTICE :

21.1 Any matter required to be notified under these rules and any notice by the Management to its employees shall be displayed on the notice board; such matter or notices shall be deemed to have been communicated to all employees.

21.2 Any notice or letter of communication intended for an employee may be delivered to him/her personally in the premises of the Institution and the employee is bound to receive and acknowledge the same. Refusal on the part of the employee to accept the letter or communication will absolve the management from the obligation to deliver the notice or communication a second time provided a copy thereof is exhibited on the Notice Board. Such refusal will render the employee liable for disciplinary action.

21.3 In the case of an employee who is absent, any notice or letter or communication intended for such an employee sent to him/her by registered post with acknowledgement due to the last known address entered in his/her service register of the employee shall be deemed to have served on him/her. (It is mandatory on the part of the employee to update the change in address.) Where such a registered

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

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

22. CESSATION OF SERVICE :

22.1 The appointing authority may terminate the service of any permanent or temporary employee on administrative grounds in the interest of the Institution by giving one month's notice or salary in lieu of such notice provided further that no such notice shall be necessary for termination arising out of misconduct.

22.2 Any permanent employee desirous of leaving the service of the Institution shall give one month's notice in writing or surrender one month's pay in lieu of notice to Management before leaving service. If sufficient notice is not given, an amount equal to one month's salary will be adjusted out of the other amounts due to him or outstanding at his credit. The Leave standing to an employee's credit cannot be used against notice period. No notice by the Management is however necessary in the case of probationers, casuals or trainees.

22.3 Notwithstanding anything contained in this Rule, no notice shall be necessary if the termination of service is under an agreement or contract of service that specifies a date for such termination.

22.4 In the case of employees where a longer notice period is stipulated, such longer notice or payment in lieu of notice shall apply for termination by the Management or for leaving the service by the employee.

22.5 Notwithstanding what is stated above, the Management reserves its right to refuse to accept the resignation of any employee when disciplinary proceedings are pending against him or for breach of contract or for any such other reason.

22.6 All applications seeking jobs outside the Institution shall be forwarded through proper channel by the permanent employees. Only in appropriate cases NO OBJECTION CERTIFICATES will be issued to the employees concerned at the time of relieving to accept such jobs.

23 DISCHARGE ON MEDICAL GROUNDS :

23.1 The Management may call upon any employee at any time to appear before a doctor or a panel of doctors of the Hospital, If in the opinion of the doctor or a panel of doctors the employee is found incapacitated rendering him physically unfit for the work which he has been doing and in the opinion of the doctor or panel of doctors the chances of his becoming fit again for the same work is considered remote, he may be discharged by the Management on the ground of continued ill health.

23.2 Failure/Refusal to submit himself for the medical examination as required by the Management will render the employee liable to be discharged from service at the discretion of the Management.

24. TRANSFER :

24.1 Every employee is liable to be transferred from one institution to another institution managed by the Adichunchangiri Shikshana Trust, provided that such transfer does not entail any reduction in salary and position.

24.2 In the event of refusal to accept transfer, an employee shall be considered to have been absent from work without leave or permission

and shall not be eligible for any salary for that period. Further an employee who refuses to obey transfer order is liable for disciplinary action.

25. MINOR MISCONDUCT :

The term misconduct shall denote any offence or act of commission or omission of an employee which falls within the general notation of the word "Misconduct" as understood generally and shall be deemed so under the Rules, or any other regulations and practices of the Hospital. Without prejudice to the foregoing and without being exhaustive, the minor acts of misconduct are listed below:

- 25.1** Entering or leaving the premises or department of the Hospital except by the gates provided for the purpose.
- 25.2** Late Attendance or Absence from duty without notice or permission or leave.
- 25.3** Leaving the place of work during working hours without permission or absence without permission from the place of work.
- 25.4** Failure to carry identification card/badges.
- 25.5** Smoking or eating in prohibited areas and wards.
- 25.6** Failure to wear uniforms, or wearing unclean uniforms or lack of personal cleanliness while on duty.
- 25.7** Expectoring or spitting or committing such unhygienic act or committing nuisance in the premises of the hospital except where expressly permitted.
- 25.8** Laziness, inefficiency or careless work.
- 25.9** Obtaining leave or attempting to obtain leave on false pretence.

- 25.10** Refusal to accept, receive or take delivery of notices, letters or communication from the management.

- 25.11** Borrowing or lending money within the hospital premises.

- 25.12** Loitering and wasting time during working hours or malingering.

- 25.13** Improper or discourteous behavior towards patients or member of the public in the hospital premises, abusing, loud talking or making noise in the hospital premises.

- 25.14** Failure to report any disease an employee may have which may endanger any other person.

- 25.15** Entertaining visitors/outsideers while on duty without permission of appropriate authority.

- 25.16** Employees on 'Off Duty' visiting the Hospital and causing nuisance/disturbance to the normal functioning of the hospital.

- 25.17** Entering any section or department other than his own except for performance of assigned duties.

Note: Any act of commission or omission will be deemed as a major misconduct if the consequences of such an act or of a serious nature.

26. MAJOR MISCONDUCT :

The major acts of misconduct are listed below:

- 26.1** Failure to observe safety instructions or make use of safety devices provided by the management or failure to take preventive measures against diseases as provided by the management.

26.2 Unauthorized handling of any machine, apparatus or equipment.

26.3 Misusing or mishandling any machine, apparatus or equipment.

26.4 Failure to report the loss of any tools or materials entrusted to him in the performance of his duties or failure to account for the same.

26.5 Furnishing false or incorrect information or withholding any relevant or pertinent information at the time of appointment or at any other time.

26.6 Failure to report at once to his superiors any accident or hazard noticed inside the Hospital premises or to report promptly any occurrence or defect or mistake which might endanger lives of patients or persons in the Hospital or that of other persons or might result in any damage to the property of the Hospital or that of any others.

26.7 Using Hospital facilities unauthorisedly for personal gains.

26.8 Gambling.

26.9 Sleeping while on duty.

26.10 Refusal to accept order of transfer from one job to another or from one department, centre or branch of the Hospital to another.

26.11 Insubordination or disobedience whether alone or in combination with others of any lawful and reasonable order of a superior or instigating others to insubordination or disobedience.

26.12 Delaying in the performance of work or go-slow in work or instigation thereof and/or gross negligence or neglect of work.

26.13 Absence from duty of a habitual nature or unauthorized, sudden, willful, frequent, persistent absence without intimation or prior permission or obtaining sanction of leave causing dislocation in the normal working of the Hospital and causing inconvenience to the patient-care service as well as to colleagues.

26.14 Bringing liquor or other intoxicants to hospital premises, consuming any intoxicants on hospital property, or reporting for a work in a not-sober condition because of previous indulgence or under the influence of any intoxicant.

26.15 Riotous or disorderly behavior or conduct inside the Hospital premises fighting, abusing, threatening, intimidating or coercing other employees or others or assaulting or threatening to assault co-employees or others.

26.16 Using indecent language or making false allegations against superiors or co-employees.

26.17 Any act subversive of discipline or good behavior in the Hospital premises or outside the Hospital premises if it affects the discipline or administration of the hospital or has a bearing on the smooth and efficient working of the Hospital.

26.18 Participating in a strike or stay-in-strike or abetting inciting, instigating or acting in furtherance of a strike or stay-in-strike.

26.19 Holding a meeting without permission staging or participating in demonstration, shouting, coercing others to join in group action or

picketing within the Hospital premises or within a radius of 50 meters from the boundary of the premises.

26.20 Organizing, holding, attending or taking part in any meeting, exhibiting, sticking or distributing any hand bills, notices, leaflets, booklets, pamphlets, or posters in the Hospital premises without prior permission of the management.

26.21 Any act or conduct within the premises of the Hospital which is likely to endanger the life or safety of any person.

26.22 Possessing firearms, other weapons or any other article in the Hospital premises detrimental security of the Hospital or persons.

26.23 Gheraoing or surrounding or forcibly detaining superiors or other employees of the Hospital or resorting to stay-in-strike, hunger strike or similar action in or outside the Hospital premises.

26.24 Trespassing or forcible occupation of any portion of the Hospital premises, unauthorized use or occupation of Hospital accommodation or refusal to vacate the same when called upon to do so by the management.

26.25 Causing damage to work in process or to any other property of the Hospital.

26.26 Preaching or inciting disaffection or violence in relation to matters and people concerning the Hospital.

26.27 Theft, attempted theft, fraud or dishonesty in connection with Hospital property or activity or property of other employee, patients or visitors, of the Hospital.

26.28 Tampering with records of the Hospital, falsification, defacement or destruction of any records of the Hospital including those pertaining to employees and patients.

26.29 Soliciting, demanding, offering or accepting bribe or any illegal gratification.

26.30 Soliciting, demanding, collecting or canvassing the collection of any money from anyone or sale of any kind of tickets within the premises of the Hospital for any purpose or reason without prior written permission of the Management.

26.31 Disclosing to any unauthorized person any information, affecting the interest of the Hospital with regard to procedures, practice and functioning of the Hospital without its authority or divulging information pertaining to medical treatment of patients of the Hospital to unauthorized persons.

26.32 Engaging in private work or trade within the Hospital premises, engaging in other employment while in the service of the Hospital or engaging in the same or similar profession outside the Hospital without the written permission of the Management.

26.33 Commission of any offence punishable under the Indian Penal Code whether committed inside or outside the Hospital.

26.34 Any conduct prejudicial to the interest or reputation of the Hospital or any act or conduct involving moral turpitude or immoral behavior or act inside or outside the Hospital.

26.35 Carrying on or canvassing political activity in the Hospital premises.

26.36 Unauthorized removal from or affixing of notices on the notice boards or any other place in the Hospital and its premises.

26.37 Breach of Service Rules or any other Rules or Regulations in force in the Hospital.

26.38 Committing minor misconduct more than three times.

27. PENALTY FOR MINOR MISCONDUCT :

27.1 Warning.

27.2 Censure with entry in service record.

27.3 Fine.

27.4 Stoppage/deferring of increment for a specific period.

28. PENALTY FOR MAJOR MISCONDUCT :

28.1 Reduction of pay with or without cumulative effect.

28.2 Demotion to a lower post/rank.

28.3 Discharge.

28.4 Dismissal.

29. PROCEDURE FOR DISCIPLINARY ACTION :

29.1 No order of punishment shall be made without the employee having been given an opportunity of explaining to the satisfaction of the Management the circumstances alleged against him through

recorded enquiry. However in exceptional cases of serious misconduct the Management shall have the liberty and discretion to dismiss an employee without enquiry by recording reasons for the same and justify the dismissal by leading independent evidence before the Court.

29.2 In the case of any misconduct, there shall be a recorded enquiry in accordance with the procedure stated below provided no such recorded enquiry shall be necessary if the employee concerned admits charges in writing. The employee concerned shall be issued a charge-sheet or show-cause notice or both, clearly setting forth the charges against him and stating the misconduct as listed in the Service Rules or any other Rules, Regulations and calling for his explanation.

29.3 when the employee submits his explanation and if the same is not satisfactory and when the circumstances appear to warrant it, the Management may arrange to hold recorded enquiry on the charges of misconduct in accordance with the principles of natural justice.

29.4 For the purpose of conducting the enquiry, the Management may appoint an Enquiry Officer from amongst the staff of the Institution or an outsider to hold the enquiry and wherever necessary a Presenting Officer from amongst the staff of the Institution or an outsider.

29.5 An employee shall present himself at any reasonable time for enquiry into the misconduct alleged against him or against another employee when called upon to do so by the Management. If any employee charged with misconduct fails to appear at the enquiry for reasons which the Management or the Enquiry Officer concerned considers unsatisfactory, the enquiry shall be preceded ex-parte in his absence.

29.6 The employee subjected to enquiry may be permitted to be assisted by co-employee of the Institution. No outsider or legal practitioner shall be permitted to assist, or defend him in the enquiry. The employee shall be permitted to cross examine any witness deposing in support of the charges and also to produce witnesses, if any, in his defense. The statement of the witnesses examined at the enquiry be recorded.

29.7 On conclusion of the enquiry, the Enquiry Officer shall record his findings whether all or any of the charges leveled against the employee are established.

29.8 If the charges are proved in the enquiry, the management shall take into account the gravity of the misconduct, the previous record of the employee and other extenuating or aggravating circumstances in awarding punishment under these Rules. The management shall propose a punishment and call for explanation of delinquent employee. The Management shall furnish the delinquent employee with reports and findings of Enquiry Officer. The nature and quantum of punishment shall be at the discretion of the Management and the same is confirmed after affording an opportunity to the delinquent employee. The order passed by the Management shall be communicated in writing to the employee concerned.

29.9 Where disciplinary proceedings against an employee are contemplated or are pending or where criminal proceedings against an employee in respect of any offence are in progress and the Management is satisfied that it is necessary or desirable to place the employee concerned, under suspension pending investigation, enquiry, trial and final disposal, the appointing authority, may by order in writing suspend him with effect from such date as may be specified in the order. A charge sheet setting out in detail the reasons

for such suspension shall be served on the employee and he/ she shall be given an opportunity of defending himself/ herself.

29.10 If the employee found guilty on the conclusion of the enquiry or the criminal proceedings as the case may be, is discharged or dismissed, he shall be deemed to have been discharged or dismissed with effect from the date of suspension unless otherwise indicated in the order of discharge or dismissal.

29.11 The employee who is placed under suspension will be entitled to payment of 'subsistence allowance' equal to fifty percent of his salary (Basic pay and Dearness Allowance) drawn immediately prior to the date of suspension for the first six months.

29.11.1 The amount of subsistence allowance shall be increased to 75% by such authority if the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the employee.

25.11.2 The amount of subsistence allowance shall be reduced to 25% if in the opinion of the said authority the period of suspension has been prolonged for reasons to be recorded in writing directly attributable to the employee.

29.12 If on the conclusion of the enquiry or the criminal proceedings, as the case may be, the employee has been found to be not guilty of any charge framed against him, he shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been placed under suspension.

29.12.1 If on the conclusion of the enquiry the employee is found guilty of the charges framed against him/her after giving the employee a reasonable opportunity of making representation

on the punishment or penalty proposed, the employer shall pass an order accordingly.

25.12.2 In case the order of dismissal or discharge is issued to an employee he shall be deemed to have been absent for duty during the period of suspension and shall not be entitled for salary for such period but the subsistence allowance paid to him shall not be recovered.

29.13 An appeal against the order of the disciplinary authority should be filed within 30 days from the date of receipt of communication to the appellate authority as prescribed by the GC time to time.

29.14 The decision of the appellate authority shall be final in all such disciplinary cases.

30. VACATIONS & PAYMENT OF SALARY DURING VACATION :

30.1 Applicable to Education Institutions

30.2 The Educational Institution shall remain closed for the mid-term and summer vacation for the period prescribed by the respective Heads of the Institution.

30.3 The following procedure shall be followed for the payment of salary for the period of vacation to the teaching staff.

30.3.1 For all Teaching staff, who have not completed one year of service and not relieved but continued in service as on date of the commencement of annual summer vacation, 15 days salary only for the vacation months shall be paid in the succeeding months.

30.3.2 The balance of 15 days salary of each month of the vacation period shall be paid, after reporting for duty on re-

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opening of the Institution after vacation in three monthly installments.

Provided that the salary for the vacation period shall not be drawn and paid for the months in which duty salary is drawn and paid.

30.4 The payment of salary for the vacation period is subject to the following conditions:

30.4.1 Such teaching staff shall be present on duty on the last working day of commencement of vacation and the first working day on re-opening after vacation

30.4.2 They should have deposited all their education certificates (original) with the Head of Institution before drawl of the vacation salary.

30.4.3 The Head of the Institution shall record a certificate in the bill that he has secured the original certificates from the employee for whom vacation salary is drawn in this bill and kept in safe custody.

30.4.4 They shall refund the vacation salary drawn for the first year in case; they resign from service before completion of the second academic year. Similarly, they shall refund the vacation salary drawn for the second year in case; they resign before completion of the third academic year. Thus, they shall continue in service for three years in order to avail the full benefit of the vacation salary.

30.4.5 In case, they desire to take back the original certificates within three years of service they have to deposit one month's or two months salary as the case may be in addition to the "Vacation Salary" drawn for the preceding vacation period. Such deposits will be refunded on returning of the original certificates.

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30.5 The above clauses are not applicable to those teaching staff who have completed three years of service as on the date of commencement of summer vacation.

31. SETTLEMENT OF ACCOUNTS AND LOANS :

31.1 An employee leaving the services of the Hospital shall settle all his outstanding accounts and loans due to the Hospital and due to such employee organizations like Employees Co-operative Stores Credit Society, if any, before any settlement of accounts and hand over charge of any documents, cash, equipment and other properties of the Hospital in his custody and obtain a clearance certificate to that effect.

31.2 Should he fail to do so, the Management shall be empowered to recover all such outstanding amounts, loans and value of the properties of the Hospital from any amounts due to the employee by way of salary, allowances, security deposit and final settlement dues, or in any other manner as deemed expedient.

32 SEXUAL HARASSMENT PREVENTION-POLICY :

32.1 SCOPE OF THE POLICY: The Policy shall cover complaints by female employees against gender discrimination and sexual harassment by other employees(s), by subordinate against Superior, by a student against the Members of the faculty or non-teaching staff and by a student against the Fellow Student or a Third Party.

32.2 'Sexual Harassment', includes any unwelcomed sexually determined behavior, direct or by implication, and includes physical contact and advances, a demand or request for sexual favours, sexually coloured remarks, showing pornography, any other unwelcome physical, verbal or non verbal conduct of a sexual nature.

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It includes 'Quid pro quo harassment' which consists of sexual demands accompanied by the threat of adverse job consequences if the demands are refused and 'Hostile work environment harassment' which consists of conduct that renders the environment at workplace offensive or derogatory to the victim by reason of her gender. It refers to unwelcomed sexually determined behaviour that creates a 'hostile work environment'.

32.3 CONSTITUTION OF COMMITTEE AND TO PREVENT AND DEAL WITH SEXUAL HARASSMENT:

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

32.4 REDRESSAL OF GRIEVANCES PROCEDURE :

32.4.1 Any employee will have a right to lodge a complaint concerning sexual harassment against an employee or an outsider with any of the members of the committee or to the Management. In case of complaint lodged with the management, the same shall be forwarded to the committee immediately.

32.4.2 Such a complaint may be oral or in writing.

32.4.3 If the complaint is oral, the same shall be reduced in writing in detail by the committee member to whom the complaint is made.

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32.4.4 The complainant will be afforded full confidentiality at this stage.

32.4.5 Immediately upon receipt of the complaint, and within not more than 2 working days, the Member of the committee to whom the complaint is made shall communicate the same to the chairperson of the committee.

32.4.6 Within a period of 5 working days from the date of such communication, the chairperson shall convene a meeting of the committee.

32.4.7 The committee shall examine the complaint and shall undertake investigation of the complaint after giving opportunities to the complainant to present his/her case and the accused to give his/her version. The committee may examine witness from both the sides and other side will have opportunity of cross-examine the witness. Documents if any produced by the parties may be taken on record. The committee after completion of investigation may submit its report to the Governing Body for further necessary action in the matter.

32.4.8 The right to lodge complaint and proceed with it with the committee does not preclude the woman employee from lodging a criminal complaint or taking any other course of action as per Law.

32.5 Third Party harassment: In case of sexual harassment by a 3rd party, the committee shall actively assist and provide out of its resources to the Complainant in pursuing the complaint and ensure her safety at least in the Institution's premises.

33. TRAVEL EXPENSE REIMBURSEMENT & DAILY ALLOWANCE:

33.1 Reimbursement of travel expenses including accommodation charges & Daily Allowance is granted in accordance with the rules laid down by the Governing Body from time to time.

33.2 Subject to limits that may be prescribed by the governing reimbursement of travel expenses shall include the following:

33.2.1 Actual cost of ticket or fare paid for the journey within the permitted mode of travel.

33.2.2 Accommodation charges, if any within the prescribed limit.

33.2.3 Daily allowances as applicable.

33.3 An upgrade in the mode / class of travel is permissible only when authorized by the head of the Institution or the chairman of the Governing Council.

33.4 The Governing Council reserves the right to arrange or prescribe travel and accommodation of its choice for any class of employees while they are on authorized itinerary. When travel or accommodation is not provided, actual travel expenses / actual room rent within the range prescribed is admissible, subject to production of original bills.

33.5 Traveling on official duty must be undertaken by the cheapest mode of conveyance and by shortest routes.

33.6 Airfare will be reimbursed only against production of receipts / used passenger coupons / tickets and not against the bills of travel agents.

33.7 When an employee is required to cancel his/her journey, the difference between the fare actually paid by him/her including reservation charges, if any, and the amount refunded by the transport

authority on such cancellation may be reimbursed subject to the following conditions:

33.7.1 Cancellation of the journey is due to exigencies of work and the head of the Institution is authorized such cancellation.

33.7.2 The claim for reimbursement is restricted to the amount admissible had the journey been made by the shortest route.

33.7.3 The claim for reimbursement shall be in respect of the amount actually paid by the employee for the travel ticket inclusive of reservation charges, if any proof of payment and refund shall be enclosed to the claim.

33.7.4 The cancellation has been made by the employee without any loss of time and the advantage of lower rates of cancellation has been availed of.

33.8 Once an approval has been obtained by an employee from the Chairman of Governing Council or the head of the Institution for a specific travel, the cancellation of the same will not entitle him/her to adjust the same approval towards any other travel. Separate approval has to be obtained from the head of the Institution for each travel (Authority / condition of granting approval).

33.9 Traveling advances may be paid to employees at their request in writing and the advance shall not be more than the approximate expenses likely to be incurred on performing the journey, if claimed. If the advance taken exceeds the claim amount when the bill is submitted, the balance shall be credited to the Institution, forthwith.

33.10 aily allowance is admissible from the time of commencement of the journey till the time of return to the usual place of work.

33.11 Daily allowance is granted while on travel to defray the cost of meals, refreshments, local conveyance, room rents, laundry charges and other incidental expenses. Therefore, these expenses are not separately reimbursed. However, in certain cases if any abnormal expenditure is incurred due to official exigencies under any of the heads, such expenditure can be reimbursed provided that such expenditure is claimed separately and is approved by the Chairman of Governing Council.

33.12 When cost of meals and refreshments are included in the room rent of the hotel or included in the package (such as registration fee for a conference) or otherwise borne by the Institution, the entitlement to daily allowance will be restricted to 50%.

33.13 No daily allowance is admissible during the period when an employee goes on leave while on official itinerary.

33.14 A claim is settled on the basis of the information available on the dates of admitting claim for reimbursement. Revision of a claim for daily allowance once admitted is not permissible. Accordingly, no arrears of daily allowance is payable where an employee is promoted or reverted or is otherwise granted an increase in the basic pay or a change in the scale is made with retrospective effect.

33.15 All T.A/D.A bills of staff members shall be approved by the head of the Institution. However, if any claim is not within the permitted guidelines, then such claims shall be forwarded to the Chairman, Governing Body for approval.

33.16 Following claims for T.A/D.A. shall be approved by the Chairman / Governing Council only:

33.16.1 All Head of the Institutions.

33.16.2 Foreign travel of any staff.

33.16.3 Participation in International / National Conferences, Seminars, Workshops, etc.

33.17 If the staff gets reimbursement of the expenditure by any other agencies for the journey undertaken by them, partly or fully, the claim amount shall be reduced by the amount reimbursed by other agencies.

33.18 Travel on academic work such as examination / valuation or any other work of the University or Statutory Bodies where traveling expenses are reimbursed by such bodies, shall not entitle the staff to claim reimbursement of expenditure.

33.19 Each travel bill shall contain a brief tour report explaining the purpose for which the tour is undertaken.

33.20 All T.A / D.A. claims shall be made in writing in the prescribed format within a maximum period of 7 days from the date of return from the journey.

34. DEPUTATION OF EMPLOYEES FOR HIGHER STUDIES :

No employee shall have right to claim for deputation for higher studies. However, any employee applies for sponsoring his/her candidature for higher studies; permission at the discretion of the Governing council may be given for higher studies, subject to the following conditions.

34.1 The higher studies, shall be voluntary and at his/her own request.

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

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

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

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

34.6 In exceptional circumstances Governing Council may depute an employee on specific recommendation of Head of the Institution with full/partial salary on the terms and conditions as may be prescribed.

35 CERTIFICATE OF SERVICE :

Every permanent employee shall be entitled to a service certificate at the time of leaving the service of the Hospital. Such a certificate shall be valid only if it is issued and signed by the appointing authority or an Officer authorized by him.

36 APPLICABILITY OF SERVICE RULES AND OTHER RULES AND REGULATIONS :

36.1 All employees are subject to and bound by the Rules, Regulations and Procedures relating to condition of appointment, emoluments, provident fund, gratuity TDS, profession tax, retirement, leave, etc., as they are in force at the time of their appointment and as they may be modified from time-to-time thereafter. Whenever changes are made in the Rules and Regulations by the appropriate authorities, they shall become applicable to all employees superseding the Rules

and Regulations in force at the time of appointment to the extent such Rules/Regulations stand amended consequently.

36.2 Apart from this Service Rules, each unit/ institution/ establishment under AST may have its own Service Rules to suite its unit/ institution/ establishment. However, in case of ambiguity between this Service Rules and Service Rules of any unit/ institution/ establishment, this service rules shall prevail over the other.

37. AMENDMENTS AND MODIFICATIONS :

The Management shall have the right to amend, alter, add or delete from these Rules from time-to-time and such alterations shall be binding on all the employees from the date of publishing them on the notice boards.

38 DISPLAY OF RULES :

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

39 GENERAL :

39.1 If an employee is appointed by the establishment under a specific agreement signed by both the parties the terms of that special agreement so far that differs from the service rules shall govern his employment and for rest of the matters these service rules shall apply to him.

39.2 The copies of these service rules are initially displayed on the notice board and a copy can be obtained from the office. An employee

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is entitled to one free copy of service rules during his/her service. Any request for additional extra copy will be supplied on payment.

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