

SERVICE RULES

**For employees of the
Gokula Education Foundation**

SERVICE RULES

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**SERVICE AND CONDUCT RULES FOR THE EMPLOYEES OF THE
GOKULA EDUCATION FOUNDATION.**

(Engineering & General Sciences)

SERVICE RULES

CHAPTER – I

- 1.1 These Rules may be called "The Service Rules for the employees of Gokula Education Foundation".
- 1.2 The Rules shall come into force from the date of approval by the / Directors of the Gokula Education Foundation.
- 1.3 The Board of Directors reserves the right to amend / modify / delete/ add to any of these rules and to bring any such amendments / alteration with effect from such date as it may fix.
- 1.4 They shall apply to all employees working in the Engineering and General Sciences institutions run and/or owned by the GEF irrespective of drawing a scaled salary, consolidated salary, daily wage or on part time work for the GEF.

CHAPTER – II

2. DEFINITIONS :

- 2.1 Association : means any trust / society / association registered under any act for the purpose of attaining a commonly espoused goal.
- 2.2 : means the duly congregated Trustees of the Gokula Education Foundation (GEF).
- 2.3 Board of Management : means a board constituted by the Board of Directors of the GEF to manage the affairs of an institution under the GEF.
- 2.4 Casual employee : means one who is engaged on a day today basis for a specific work of sporadic and casual nature.
- 2.5 Chairman : means the Chairman of the GEF.
- 2.6 Competent Authority : in relation to the exercise of any power, means the Governing Body or the Board of Management or any other authority empowered to exercise any such powers accorded by the Board of Directors.
- 2.7 Constituent College : means MSRIT which is duly affiliated to the Visvesvaraya Technological University (VTU), or the other institutions affiliated to their respective affiliating/accrediting bodies.
- 2.8 Contract employee : means who is employed on a contract for a fixed time and limited operation.
- 2.9 Continuous service : means the service of an employee from the beginning of his / her service without any break.

- 2.10 Day : means an English Calendar day, beginning and ending of midnight but absence from Headquarters, which does not exceed 24 hours, shall be reckoned for all purpose as one day, at whatever hour the absence begins or ends.
- 2.11 Employee: means a person in employment of the Institution / Establishment set up and / or run by the GEF.
- 2.12 Establishment : means Hostel, Mess, Canteen etc.
- 2.13 Family : means an employee's wife or husband, legitimate children; and parents in case of unmarried employee, who are residing with and wholly dependent on the employee.
- 2.14 Governing Body : means the body constituted, according to the guidelines given by AICTE or other affiliating bodies, for governing any institution, by the Board of Directors.
- 2.15 Governing Council : means the body constituted according to the guidelines of Board of Directors.
- 2.16 Head of the Institution: means the Principal of the College or any one who is appointed / designated as the Head of the Institution by the Board of Management.
- 2.17 Holiday : means a holiday prescribed or notified by Competent authority of the Institutions of the GEF.
- 2.18 Honorarium : means a recurring or non-recurring payment to an employee payable as remuneration for work done in respect of affairs of an Institution as may be determined by the competent authority from time to time.
- 2.19 Institution : means the Institutions / Establishments setup and / or run by the GEF which includes unaided schools, colleges, existing as well as those that may be established in future.
- 2.20 Leave salary : means the amount paid by the management to an employee for the leave period.
- 2.21 Management : The administrative body headed by the CE.
- 2.22 Ministerial Staff : means an employee whose duties are managerial / clerical in nature.
- 2.23 Month : means an English calendar month. In calculation a period expressed in term of month and day.
- 2.24 Part time employee : means an employee appointed for a limited period on a consolidated monthly salary, who may be employed elsewhere also.
- 2.25 Permanent employee : means an employee who upon the successful completion of the period of probation has been confirmed in writing in the appointed position.

- 2.26 Probationer : means an employee appointed on probation in or against a vacancy in any cadre with an intension to continue on permanent basis. The employee who is appointed on probation will continue on probation till he or she is confirmed in writing.
- 2.27 Special pay : means an additional pay to the emoluments of a post or of an employee granted in consideration of
- a) Special nature of duties or,
 - b) Specific addition to the work or responsibility or
 - c) Necessity of acquiring or retaining an employee in the interest of the Institution.
- 2.28 Subsistence Pay : means the payment made to the employee who is not in receipt of pay or leave salary.
- 2.29 Substantive pay : means the pay, other than special pay, personal pay to which an employee is entitled to an account of holding the post to which he has been appointed substantively or by reason of his / her substantive position in the cadre.
- 2.30 Time Scale of Pay : means pay which rises by periodical increments from a minimum to a specific maximum.
- 2.31 Temporary employee : means an employee who has been employed for a limited period or for a specific work of temporary nature.
- 2.32 Tenure Post : means a permanent post that an individual / employee may not hold for more than a specified period without reappointment.
- 2.33 University : means the affiliating body that awards the qualification aspired for, such as the Visvesvaraya Technological University, Belgaum, in respect of MSRIT or the other institutions affiliated to their respective affiliating/accrediting bodies.

Note : In these rules what is said to be applicable to male members will also be applicable to female members of the staff unless repugnant of or in consistent with a given context.

CHAPTER – III

3. APPOINTMENT, CONFIRMATION, TERMINATION & RETIREMENT :

- 3.1 All appointments of all categories shall be made by the Chief Executive. The Board of Management may constitute a selection committee wherever it deems necessary.
- 3.2
- a) A candidate appointed by direct recruitment shall assume charge of the post for which s/he was appointed within the period specified in the appointment order.
 - b) Candidates promoted under career advancement scheme or any other scheme shall have their appointment effective from the date they assume charge of the higher post.

- 3.3 At the time of joining, the candidate shall complete the following formalities ;
- a) Submission of joining report
 - b) Submission of attested true copies of educational certificates and service certificates along with the originals for verification.
 - c) Submission of relieving letter or proof of having completed the conditions of appointment with the previous employer.
 - d) Submission of evidence of date of birth / proof of age
 - e) Nomination for Provident Fund / Gratuity in prescribed form, if eligible
 - f) Application for ID card along with two passport size photographs
 - g) Application for opening a bank account prescribed by the College
 - h) Acknowledgement of the receipt of the Conduct Rules and Service Rules.
- 3.4 Any of the following documents may be accepted as the evidence of date of birth / proof of age.
- a) S.S.L.C leaving certificate
 - b) Where a person is non-SSLC, certified extract from the Registrar of Births and Deaths or any other valid document acceptable to the Management. 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 especially retirement. The Date of birth [once furnished and] thus accepted by the Management and entered in the service register, shall be final and conclusive. Under no circumstance, the request for correction of the same will be entertained.
- 3.5 The Institution may verify the antecedents of the candidate either directly or through any 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 misleading or wrong information, the employee is liable for summary termination of employment in GEF.
- 3.6 All appointments shall be subject to the candidate being medically fit and the candidate shall produce medical certificate from a doctor of the GEF's hospitals. The medical examination will have to be paid for and the cost will be reimbursed upon declaration of probation. If on examination the employee is found suffering from any disease that prevents the effective discharge of duties or is detrimental to the health of other employees, students and staff, the Institute may deny employment.
- 3.7 All employees other than temporary shall ordinarily be on probation for a period of two years or as specified in the appointment letter. The probationary period may be extended for a further period until specifically declared as having successfully completed the probation period.
- 3.8 Employees are not eligible for vacation during the probation period.

- 3.9 **Service Record** : A service register shall be maintained for every employee showing among other things, the permanent address, date of appointment, consolidated pay, scale of pay to which s/he has been assigned, increments given from time to time, leave availed of, transfers, promotions, suspensions, punishments, etc. The register shall be opened immediately after the employee reports for duty and shall be updated periodically.
- 3.10 **Special service contract** : The Governing Body may select an employee on contract basis for a fixed period on such terms and conditions, which the Governing Body deems proper and fit as per the requirement of the Institution.
- 3.11 **Seniority** : The seniority in a particular cadre of service or class or in their service to the Institution shall be determined as follows :
- a) Firstly on the date of entry into the employment of GEF, secondly on the extra qualifications possessed on date of appointment and thirdly from the date of the confirmation after probation in the entering cadre/class/category.
 - b) The seniority of persons, who are confirmed shall be according to the dates of confirmation; where the dates of confirmation of any two or more employees is the same, their relative seniority shall be determined with reference to their ranks 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.
 - c) When persons are appointed to a post by internal promotion and there is a candidate recruited by direct recruitment the internally promoted candidate shall rank higher than those recruited directly, if the date of assumption of charge is the same.
 - d) When the 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.
 - e) When promotions 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 of candidates are arranged in the order of merit.
 - f) Seniority of direct recruitment shall be determined as follows :
 - 1) When the recruitment is made through written test and interview, the Seniority shall be in the order of position in the merit list.
 - 2) If the appointments are made without written test and / or interview, the date of joining of the candidates shall be the date for reckoning seniority.
 - 3) The selected candidates are eligible for a maximum of 30 days as the time to join.

- 3.12 **Resignation** : When an employee tenders resignation from the post held, the following points shall be verified before accepting the resignation:
- a. Whether the resignation is in the middle of an academic session.
 - b. If the resignation is before completion of three years of service, it should also be seen whether the employee has been paid salary for the vacation period and if so such salary drawn for the immediate preceding vacation is to be refunded.
 - c. Whether the required notice has been given or salary equivalent to the notice period has been paid by the exiting employee.
 - d. Whether no dues certificate has been obtained from different departments/sections of the Institution.
 - e. If all the above conditions a. to d. are fulfilled, the Head of the Institution shall forward the resignation letter to the CE [Governing Body] with suitable opinion/remarks for orders/acceptance. The Management has the right to reject the resignation in case the resignation is received in the middle of the academic session, in the interest of the students.
 - f. After receiving the orders/acceptance, the same shall be communicated to the employee by Head of the Institution.
 - g. The salary for the month and onwards in which the resignation is submitted shall not be drawn until the resignation is accepted by the Management.
 - h. The principal / Dean shall be the authority to receive the resignation of all members of teaching staff. He shall furnish his recommendation to the CE for directions. The Principal shall then act on the directions. With regard to non-teaching staff the Principal / Dean shall take appropriate action in consultation with the CE on resignation filed to him by non-teaching staff.
 - i. No leave encashment will be permissible upon resignation. All forms of leave will be deemed to have lapsed upon furnishing a letter of resignation.
- 3.13 **Termination of service**: The Chief Executive may terminate the services of an employee under special circumstances such as reduced workload, moral turpitude, objectionable conduct, non performance, insubordination or dishonesty:
- a) After giving three months notice or pay in lieu thereof, the Management may terminate the services of any employee. No such notice or monetary compensation shall be necessary, if there is proven misconduct after an enquiry is conducted in accordance with the Conduct rules.
- 3.14 The management may terminate the services of an employee when there is a reduction in work load. In such case, one month's notice or on month's pay in lieu thereof will be given.

CHAPTER – IV

4. HOURS OF WORK & HOLIDAY

- 4.1 All employees are required to be at the institution concerned and work for a minimum of 8 hours for five days a week and 4 hours on Saturdays.
- 4.2 Duty hours in the different departments and sections of the Institution are to be followed as notified from time to time.
- 4.3 The duty hours may be changed as per the requirement of the Institution from time to time and the employees shall attend duty accordingly.

4.4 Attendance

1. All employees shall mark their attendance by way of the biometric attendance system or in respective attendance register maintained in different Departments or sections as the case may be.
2. On arrival for duty, the employee shall finger point the biometric scanner or initial against their names on the appropriate date. The attendance register will not be available for such initialing after a lapse of 15 minutes from the time fixed for the commencement of duty.
3. Employees reporting beyond the grace time of the time for reporting to duty are to attend duty after explaining the reason for late coming to the HOD/Principal.
4. All the employees are expected to be at their allotted place of work throughout their duty time.
5. Any employee found absent from his/her place work during the working hours without prior permission of the HOD/Principal is liable to be treated as absent from duty.
6. Coming late beyond the grace period or being absent from work space, will result in debiting leave at credit.

4.5 National & Festival Holidays : Institution follows a holiday list as notified by the Head of the Institution. However the employee has to be present for flag hoisting ceremony compulsorily on 26th January, 15th August and all important functions.

CHAPTER – V

5. PAY AND ALLOWANCES :

5.1 Regulation of emoluments : The pay and allowances admissible to the permanent employees shall be at the rates and scales sanctioned by the Board of Directors from time to time. All appointments shall be made at the minimum of the relevant pay scale. However the pay above the minimum of the pay scale may be fixed at the discretion of the Board of Directors on the merit of each case.

5.2 Charge Allowance : When an employee is assigned with additional duties in addition to own duties and the charge entails a substantial increase of responsibility and additional work, s/he may be paid additional allowance to be fixed by the Board of Directors. The charge allowance shall generally not exceed one tenth of the minimum of the scale of pay applicable to the post of which the employee is placed in additional charge or independent charge.

- 1) No charge allowance is admissible unless the incumbent has actually given / taken over charge of the employee under the orders of the Head of the Institution.
- 2) The minimum period for claiming charge allowance under this rule shall be one month.
- 3) Charge allowance in respect of only one additional post is admissible, even though an employee is placed in additional charge of the duties of more than one post concurrently. In such case, the charge allowance is admissible at the rate of one tenth (1/10) of the minimum pay of the post carrying highest pay scale.
- 4) However, the Board of Directors at its discretion, may sanction higher charge allowance as and when the need arise.

5.3 FIXATION OF PAY

- i. 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, before and after 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 lower post at the time of fixation.
- ii. An increment may be withheld from an employee by the Institution, if his/her conduct/performance has not been satisfactory.
- iii. Where, under the conditions of his/her service, an employee has to pass any service exam or test before earning an increment, s/he shall not earn the increment until s/he passes such exam or test. If the employee fails the exam or test declared mandatory by the Governing Body s/he may be demoted/terminated after giving sufficient chance to improve.

- iv. After passing the test, his/her pay shall be fixed in the time scale at the stage at which s/he would have drawn the pay, if the earning of the increment had not been deferred, but the increased pay shall be given from the date of passing the exam/test.
- v. 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 Management Board.
- vi. The conditions under which service counts for increments in a time scale are as follows ;
 1. All duty in a post on a time scale counts for increment in that scale.
 2. All leave except Extraordinary Leave (Leave without pay and 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.
 3. Extra ordinary leave (leave without pay & allowances) on medical grounds duly supported by medical certificate will count for increment.
 4. The period spent on probation shall count for increment.
 5. Time passed while on suspension does not count towards increment, if the period of suspension is confirmed.
 6. Period of unauthorized absence not regularized, but treated as such, shall not count for increment in the time scale.
 7. If the pay of an employee is reduced as a measure of penalty to a 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.

CHAPTER - VI

6.0 Duties and conduct

6.1 Duties of teachers :

- a. Teachers must see that s/he is conscientious in giving his/her full attention to the students.
- b. No teacher is permitted to inflict corporal punishment to the students.
- c. Teachers are expected to record, whatever required by the Regulation, registers and all academic marks of their students from time to time in particular at the reopening of the college and at the end of term/semester of the college. Each year teachers must supply any statistical and other data required by the Head of the Institution.
- d. In addition to the normal class room duties, the teacher shall co-operate fully and faithfully with the Head of the Institution and other members of the teaching staff in promotion of an atmosphere of academic excellence

and in the performance of extra duties and devoting extra time which is required for the welfare of the students or the Institution in general.

- e. No teacher shall undertake private tuition or any other assignment in any other Institutes/Govt. Dept./NGOs etc., without the permission from the Head of the Institution.
- f. The teacher shall follow the duties/workload as prescribed by VTU or Regulatory Bodies like AICTE/UGC etc., Governing Body or the competent authority shall have the final say in assigning duties/workload.

6.2 **Code of Conduct for all employees :**

- 1. No employee shall
 - a. Knowingly or willfully neglect his / her duty
 - b. Propagate through his / her teaching lessons or otherwise, communal or sectarian outlook or incite or allow any student to indulge in communal or sectarian activities.
 - c. Discriminate against any student on the grounds of religion, caste, creed, language, gender, place of origin, social and cultural background or any of them.
 - d. Indulge in or encourage any form of malpractices connected with examination or other activities of the Institution.
 - e. Give room for sustained neglect in correcting class work or home work done by the students.
 - f. While being present in the Institution, absent himself/herself except with prior permission of the Head of the Institution from the class which he/she is required to attend.
 - g. Remain absent from the Institution without leave or prior permission of the Head of the Institution, provided that such absence without leave or without prior permission of the Head of the Institution is due to beyond the control of the teacher (serious emergencies). It shall not be deemed breach of the code of conduct, if on return to duty, the teacher has applied for and obtained, post facto the necessary sanction for the leave.
 - h. Accept any job of a remunerative or any non-remunerative character from any source other than the Institution or give private tuition to any student or other person or engage himself/herself in any business unless permitted by the Head of the Institution.
 - i. Prepare or publish any book or books, articles in press and media whether directly or indirectly without the permission of the Head of the Institution.
 - j. Ask for or accept (except with the previous sanction of the Head of the Institution) any contribution or otherwise associate himself/herself with the raising of any fund or make any other collections, whether in cash or in kind, in pursuance of any object whatsoever.

- k. Engage himself/herself as a selling agent or canvasser for any publishing firm or trader.
- l. Enter into any monetary transactions with any student or parent nor shall he/she exploit his/her influence for personal matters in such manner that he/she has to incur a debt beyond his/her means to repay.
- m. Accept or permit any member of his/her family or any other person acting on his/her behalf to accept any gift from any students, parent of any person with whom he/she come into contact by virtue of his/her position in the Institute.

Explanation :

- a. The expression "gift" shall include free transport, boarding, lodging or any other service or any pecuniary advantage when provided by any person other than near relation or personal friend having no dealings with him/her in connection with the Institution.
- b. On occasions, such as weddings, anniversaries when the making of a gift is in conformity with the prevailing social practice provided directly or indirectly it will not be considered as a violation of the conduct rules.
- c. Practice or incite any student to practice casteism, communalism or untouchability.
- d. Cause or incite any other person to cause any damage to Institution's property.
- e. Behave or encourage or incite any student, teacher or other employee to behave in a rowdy or disorderly manner in the Institution premises.
- f. Be guilty of or encourage, violence or any other conduct which involves moral turpitude.
- g. Organise or attend any meeting during the Institution working hours except where s/he is required or permitted by the Head of the Institution to do so.
- h. Be guilty of misbehavior or cruelty towards any parent, guardian, student, teacher or other employee of the Institution.

6.3 Every employee shall,

- a. Be punctual in attendance and in respect of his/her class work and also for any other working in connection with the duties assigned to him/her by the Principal of the Institution.
- b. Abide by the rules and regulations of the Institution and also show due respect to the constituted authority.
- c. Take prior permission from the Governing Body for contesting and canvassing for any election and obey any direction issued by the Governing Body.

6.4 Nothing contained in the sub rules of 6.1 to 6.2 shall be deemed to take away or abridge the right of a teacher/employee.

- a. To appear for any examination to improve his/her qualifications.
- b. To become or continue to be a member of any academic, cultural, scientific or professional organization.
- c. To make any representation for the redressal of any bonafide grievance, subject to the conditions that such representation is not made in any rude or indecorous language.
- d. To organize any meeting outside the Institution hours, subject to the conditions that such meeting is held outside the Institution premises provided such meetings are not detrimental to the interest of the Institution.

6.5 The breach of any condition specified in sub rule 6.2 shall be deemed to be an act of misconduct and be dealt with accordingly.

CHAPTER – VII

7.1 MISCONDUCT : Without prejudice to the general meaning of the term, amongst others the following acts and omissions shall be treated as misconduct in addition to those acts mentioned in the Conduct Rules :

- a. Theft, fraud and dishonesty in connection with the property of the Institution.
- b. Demanding, accepting or offering bribe or any illegal gratification whatsoever.
- c. Drunkenness, fighting, riotous or disorderly or indecent behavior within the premises of the Institution.
- d. Willful insubordination or disobedience whether individually or in group with others to any lawful and reasonable order of a superior.
- e. Sleeping while on duty.
- f. False statement made in the application for employment/subsequently.
- g. Anywhere within the establishment, causing or threatening to cause mental or physical pain or injury to other employees either individually or in collusion with others.
- h. Committing any act likely to harm or endanger the Institution property by the act of sabotage.
- i. Conviction of any criminal offence including moral turpitude.
- j. Refusal to accept any communication charge sheet from the authority of the Institution.
- k. Abstaining from appearing before any enquiry authority committee

- l. Failure to produce documents / papers etc., when called for.
 - m. Habitual neglect of work
 - n. Smoking, chewing tobacco / gutka / pan masala / chewing gum and any other prohibited material within the Institution.
 - o. Habitual indiscipline or loitering
 - p. Refusal to work on any bonafide assignment
 - q. Habitual irregularity in attendance
 - r. Gambling within the premises of the Institution
 - s. Leaving the Institute before time without permission
 - t. Habitual absence without leave or overstaying when on leave
 - u. Holding of unauthorized meetings in the Institution
 - v. Discourteous behavior
 - w. Resorting or abetting sexual harassment
 - x. Wearing objectionable dress and indecent exposure of the body
 - y. Attending natures call/spitting in open in the Institution and not maintaining the highest standards of hygiene, sanitation and cleanliness.
 - z. Attending duty or visiting Institution in an inebriated condition
1. Employee shall not resort to bad propaganda through posters
 2. Employee shall not interact/communicate with external agencies without the permission of authority
 3. Employee shall not give police complaint/go to the Court on a fellow employee without prior intimation of the Principal.

CHAPTER – VIII

8. LEAVE

8.1 General Conditions :

1. Leave cannot be claimed as a matter of right. Discretion is reserved to the Head of the Institution or higher authority to grant leave or to refuse or revoke leave at any time according to the needs of the service.
2. Leave shall be: a) Casual leave, b) Earned Leave, c) Leave on Medical Grounds: Sickness/Maternity/Paternity (on half pay), d) Sabbatical leave, e) Study leave and f) Leave without Pay.
3. Permanent employee shall be eligible for the aforementioned leaves. No employee shall be entitled to any kind of leave under these rules, when they are on unauthorized absence from duty or in pursuance of an illegal strike.
4. No leave shall be granted beyond the date on which an employee is due to retire on attaining the age of superannuation. All leave at one's credit shall lapse on attaining the age of superannuation except for that leave eligible for the purpose of surrender of leave for encashment on retirement.

5. Every employee shall endeavour to seek and obtain any of the above kinds of leave PRIOR to the period of the leave. Exceptions will, however, be made in cases of unforeseen emergencies, accidents that prevent the employee from attending work, detention due to failure of a public transport service or a circumstance brought about beyond the control of the employee.
6. An employee shall seek leave at least 24 hours in advance. When seeking leave, the employee shall specify the kind of leave required, the duration of the leave, provide the address at which all communication with the employee is to be made, the telephone numbers at which contact can be made.
7. Leave while on suspension : Leave of absence is not admissible to an employee who has been suspended from duty. An employee under suspension shall report at the work place while under suspension. No leave will either be granted or allowed to accrue during such period when suspension stands confirmed.

8.2 Leave Sanctioning Authorities

The leave sanctioning authorities shall be:

- a) Head of Department in respect of all teaching and non teaching staff of the department;
- b) The Principal in respect of Vice Principals, all heads of Departments, Registrar Academic, staff of Principal's and Registrar's office and Controller of Examinations and his staff;
- c) Registrar Administration in respect of all staff working under administration, accounts, maintenance, security, housekeeping;
- d) Chief Executive in respect of all Principals, Registrar Administration, CE's personal staff.

8.3 Earned Leave :

1. An employee, other than persons serving in a vacation department, shall be entitled to earn leave of thirty days (30 days) in each calendar year.
2. The leave account of every employee entitled as above, shall be credited with earned leave in advance in two installments of 15 days each on the 1st of January and 1st of July in every calendar year.
3. The leave at credit of an employee, at the close of the previous half year shall be carried to the next half year, subject to the condition that the leave so carried forward plus the credit for the half year does not exceed two hundred and forty days.
4. Earned Leave shall be credited to the leave account at the rate of two and half days for each completed calendar month of service till the date of retirement.

5. i) Credit for the half year in which the employee of the Institution is due to retire from service shall be afforded at the rate of two and half day for each calendar month of service, upto the date of retirement.
6. ii) When an employee is removed or dismissed from service shall forfeit all leave at credit.
7. The maximum earned leave that may be granted at a time shall be 240 days leave preparatory to retirement.
8. i) Employees serving in the vacation departments who are not entitled to earned leave as admissible to the non-vacation employees, may be permitted to earn 10 days of earned leave on full pay during a calendar year. These employees will not be entitled to half pay leave.
ii) The leave account of these employees shall be credited in advance with earned leave in two installments of 5 days each.

Encashment : A maximum of 30 days earned leave is allowed to be encashed once in 2 years.

8.4 Casual Leave :

- 1) Casual Leave may be granted to permanent or temporary employee, whether one enjoys annual vacation or not, for 10 days in each calendar year, but not for more than seven days at a time.
- 2) No employee has a right to grant of casual leave. The authority to grant leave, may refuse or revoke casual leave at any time according to the exigencies of work in the Institution.
- 3) Where casual leave is required on any ground, no employee of the Institution shall absent himself/herself from duties unless s/he has been granted the leave by the competent authority.
- 4) Provided that where the employee of the Institution is unable to attend due to illness or sufficient cause and obtain orders of the competent authority in time, s/he may be granted casual leave subsequently if s/he can establish, to the satisfaction of the leave sanctioning authority, that s/he was unable to attend duty for reason beyond control.
- 5) Casual leave shall not be granted during the commencement and end of term or return to duty.
- 6) Casual leave will not be granted in continuation of other leave, but sanctioning authority may direct that it may be combined with Sundays and other authorised holidays, provided that not more than seven days casual leave, exclusive of such Sundays and holidays shall be granted during one period of absence and provided also that such period of absence shall not exceed ten days in all.
- 7) Leave without allowances shall not be granted in continuation of casual leave, the casual leave already granted shall be cancelled and leave without allowances shall commence from the date on which casual leave commenced.

- 8) Sanction of casual leave cannot be taken for granted as the same has to be applied for and duly sanctioned before the employee in question actually avails or proceeds on casual leave.
- 9) Except in emergent circumstances, such as sudden illness or personal difficulty, application for casual leave should be sent in advance and leave is availed only after the required sanction has been accorded and communicated.
- 10) The Competent authority shall have the discretion to grant special casual leave if it considers that in the interest of the Institution, who are chosen or appointed examiners/supervisors in any of the Universities in the State for attending examinations, and who are appointed as examiners in Engineering & Technology examinations conducted by the DTE / VTU etc., and who attend meeting of the academic councils and faculties by the University in the State without T.A. and D.A. not exceeding 30 days in each calendar year.

8.5 Leave On Medical Grounds: Sickness/Maternity/Paternity (half pay leave)

1. A female employee is credited with a total of 135 days of maternity leave. During such period, she shall be paid leave salary equal to the pay drawn before proceeding on leave.
2. Maternity leave may covers miscarriage or abortion including abortion induced under the Medical Termination of Pregnancy act 1971 (but not threatened abortion) subject to condition that :
 - a. The leave does not exceed 6 weeks and
 - b. The application for leave is supported by a medical certificate from a Registered Medical Practitioner.
3. The maternity leave under sub rule (1) or (2) above shall not be admissible to a female employee who already has two or more living children.
4. a. Maternity leave may be combined with vacation or any other kind of leave, such leave not exceeding 60 days, and may be granted without production of the medical certificate.
b. Leave in further continuation of leave granted under clause (a) sub rule 4 may be granted in cases of illness of the female employee subject to the production of a medical certificate from the authorized medical doctor. Such leave may also be granted in case of illness of a newly born baby, subject to production of a medical certificate from the authorized medical doctor to the effect that the condition of the ailing baby warrants personal attention and that her presence by the baby's side is absolutely necessary.
5. Paternity leave shall be admissible to a male employee upon production of a relevant medical certificate. The maximum period will be for a period of ten days and in respect of only two pregnancies of his spouse.

8.6 Leave facility for probationers :

Employees appointed as a probationer is entitled to leave as a temporary employee.

8.7 Half Pay leave :

Leave availed due to sickness, as certified by a doctor of the GEF hospitals, will be on half pay

1. "Half Pay Leave" means leave on half the salary being paid at the time of grant of leave.
 - a. Half Pay leave account of every employee shall be credited with half pay leave in advance, in two installments of ten days each on the first day of January and July every calendar year.
 - b. The credit for the half year in which employee is due to retire or resign from service shall be allowed at the rate of 5/3 days per completed calendar month upto the date of retirement or resignation. In such case, the leave is reckoned to the next half day.
 - c. When an employee is removed or dismissed from service, all credit of half pay leave shall stand cancelled.
 - d. The period of suspension treated as non duty shall not attract half pay leave credit.
2. The Half Pay leave may be commuted to full pay and may be granted Commuted leave not exceeding half the amount of half pay leave due, on medical certificate, subject to the following conditions :
 - a. The authority competent to grant the leave is satisfied that there is reasonable prospect of the employee returning to duty on its expiry.
 - b. When commuted leave is granted, the amount of such leave shall be debited against the half pay leave due to the employee.
 - c. The maximum commuted leave that may be granted at a time shall be 120 days, if commuted leave is combined with earned leave, the total period shall not exceed 180 days.
3. Where an employee who has been granted commuted leave, resigns from service or at his request permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as half pay leave and the difference between the leave salary in respect of commuted leave shall be recovered.
4. Commuted leave is not sanctioned when other kinds of leave are admissible.

8.8 Encashment of Earned Leave :

- a. Both teaching and non-teaching category of employees may be allowed to encash the earned leave by surrendering the earned leave at their credit and to receive salary for the leave so surrendered subject to the conditions that encashment of earned leave is permissible once in every period of 2 years.

- b. The employee may surrender earned leave at his/her credit subject to a minimum of ten days. Provided the conditions of grant of earned leave shall be adhered to and apply for surrender of leave for purpose of encashment.
- c. The leave salary payable shall be calculated at the rate of 1/30th of the monthly salary irrespective of the number of days in the month in which the leave is surrendered.

8.9 Extraordinary leave (Leave without pay)

- 1. Extraordinary leave (Leave Without Pay) may be granted to an employee in the following circumstances :
 - a. When no other leave is, by rule, admissible
 - b. When the other leave is available, but the employee concerned applies, in writing for grant of extraordinary leave
 - c. When an employee is undergoing treatment for cancer/mental illness/pulmonary tuberculosis/Pleurisy/Leprosy, the Board of Management may at its discretion sanction the required extraordinary leave (leave without pay) for the treatment of such illness if the application is supported by the medical certificate issued by the medical specialist treating the concerned disease.
 - d. Two years for under-graduate/graduate/post graduate courses and three years for *doctorate courses*, where the employee has completed a continuous of service of not less than five years on the date of applying for leave of the kind due and admissible under the rules, including the extraordinary leave of three months under clause (i) and applies for the leave for prosecution of higher studies, having a close bearing on his sphere of duty, provided that prior approval of Competent Authority is taken before sanctioning the leave.

8.10 Overstaying after leave :

An employee who remains absent after the expiry of his/her originally granted leave is not entitled to salary for the period of such absence. Absence from duty after the expiry of leave will render the employee liable for disciplinary action for misconduct except where the employee established to the satisfaction of the leave sanctioning authority that he/she was unable to join duty for reasons beyond his/her control.

8.11 Employment during leave

An employee who is on leave shall not take service or accept any work / profession of employment in any capacity either honorary or otherwise, without obtaining permission in writing from the Principal. Any violation of this rule will be construed as a voluntary termination of employment by the employee and also attract disciplinary action.

8.12 Part time employees

Part time employees are not entitled to any other kind of leave admissible under this chapter except casual leave which shall be limited to 10 days a year.

8.13 Prefixing and suffixing of holidays

The leave under these rules may be either prefixed or suffixed or both by holidays, but the intervening Sundays or holidays shall be included in such leave.

8.14 Leave encashment benefit on retirement

An employee is entitled to encash upto 240 days of earned leave at credit as at the date of retirement. The encashment of salary shall be calculated at 1/30th of monthly salary drawn as on date of retirement.

NOTE : "SALARY" for the purpose of encashment means basic pay and dearness allowance only.

8.15 Leave for employees on contract :

For the members of staff who are appointed on contract basis leave will be allowed as follows :

- a. Leave on full pay for 30 days and leave on half pay on medical certificate for 15 days for every year of the period of the contract. Provided that no leave on full pay shall be granted to those working in vacation departments. However when they work during any part of the vacation under the orders of the competent authority they shall be granted leave on full pay in accordance with the provision of these rules.
- b. Three months extraordinary leave without pay may also be granted provided the period of contract is for atleast 3 years.
- c. Casual leave will be as indicated in the rule 8.3 of these rules.

8.16 Sabbatical Leave and Study Leave :

The Heads of the respective institutions under the GEF shall formulate the terms and conditions of these two kinds of leave in consultation or concurrence of the Directors or CE of the respective institutions.

CHAPTER – IX

9. Superannuation :

1. All employees shall retire on attaining the age of 58 years. The Board of Directors may at its discretion give an extension of one year or more, at a time beyond the superannuation on the merit of each case.
2. The Governing Body may in special cases, order any employee to retire from services any time after he/she completes fifteen years of 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 s/he is required to retire from services.

CHAPTER – X

10. Miscellaneous provisions :

1. Transfer : Every employee is liable to be transferred from one institution/department to another institution managed by the GEF, provided such transfer does not entail any reduction in salary and position.
2. Joining time : When an employee is transferred from one institution to another under the GEF and s/he should join the Institution to which s/he is transferred immediately. In case of outstation transfers the employee has to report for duty at the place of posting after availing 5 days joining time.
3. An employee who does not join his/her post within the joining time is not entitled to salary, from the date of relief from the old post till the date of joining the new post, treating the period as leave without pay. Absence from duty after the expiry of joining time will render the employee liable to disciplinary action for misconduct except where the employee establishes, to the satisfaction of Head of the Institution, that s/he was unable to join duty for reasons beyond his/her control.
4. Deputation of employees for higher studies ;
No employee shall have a right to claim a deputation for higher studies. However, any employee who applies for sponsoring his/her candidature for higher studies, permission at the discretion of the Governing Body may be given for such higher studies, subject to the following conditions :
 - a. The higher studies shall be voluntary and at his/her own request.

- b. No leave with salary shall be granted for the period of higher study.
- c. No salary is payable by the Institution for the duration of the study.
- d. No guarantee shall be given for appointment after completion of the study.
- e. Such an employee could be taken back to duty after successful completion of higher studies on terms and conditions which the Governing Body deems fit.
- f. In exceptional circumstances, Governing Body may depute an employee on specific recommendation of the Head of Institution with full/partial salary.
- g. The course of study will be relevant to the field the candidate teaches.

The terms and conditions fixed by Governing Body for bond etc., shall be binding on the employee.

Terms & conditions:

1. The Governing Body may depute an employee for a specialized training in a professional or technical subject should be of a definite advantage in GEF's interest. The restriction in regard to length of service and age will not apply to deputation of an employee for refresher courses of training of short-term duration not exceeding three months.
 2. The selection of a candidate for higher studies or specialized training shall be made strictly on the basis of seniority. The maximum period of deputation for higher studies or specialized training of one year shall not exceed the normal duration of the course of study or training. This period shall be treated as on duty.
 3. The employee shall not ordinarily be deputed for higher studies or specialized training more than once during the entire service. However this restriction will not apply to deputation of employees for refresher courses of training of short-term duration not exceeding three months.
 4. The employee who is selected for deputation for higher studies or specialized training has to execute a bond. During the period of deputation/extension the employee shall be eligible only for leave salary admissible under the Rules.
 5. The Competent Authority may grant Study leave for higher studies or specialized training in a professional or technical subject and the maximum period of such leave shall be restricted to three years of Doctorate courses and two years for Post-Graduate and other higher studies.
5. Service Certificate : Every permanent employee shall be entitled to a service certificate at the time of leaving the services of the Institution. Such certificate shall be valid if it is issued and signed by the Head of the Institution.

