

BAPUJI EDUCATIONAL ASSOCIATION (Regd.)

DAYANGERE-2.

SERVICE RULES

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Bapuji Educational Association (Regd.)**DAYANGERE - 2.****SERVICE RULES**

In supersession of the existing Service Rules approved by the Governing Council of the Bapuji Educational Association, at its meeting held on 14th December 1967, the Governing Council of the Bapuji Educational Association, Davangere in exercise of the powers conferred by sub section 6 of section VIII of the Rules and Regulations of the said Association hereby makes the following rules approved at its meeting held on the 11th July 1982.

I. Title, Commencement and Application :

1. These Rules shall be called the "Bapuji Educational Association Service & Provident Fund Rules."
2. They shall come into force from 1st August 1982.
3. They shall apply to all the employees of the "Bapuji Educational Association" and the Institutions managed by it.

II. Definitions :

1. "Association" means the Bapuji Educational Association, Davangere.
2. "Employee" means any person serving in any capacity in the Bapuji Educational Association or in the institutions managed by it.
3. "Management" means unless the context otherwise indicates the Bapuji Educational Association.

4. "Members of Family" in relation to an employee includes :-
- a) The wife or husband as the case may be of the employee whether residing with the employee or not but does not include a wife or husband, as the case may be, separated from the employee by a decree or order of a competent court.
 - b) Son or daughter or step-son or step-daughter of an employee and wholly dependent on him but does not include any child or step-child who is no longer in any way dependent on the employee or of whose custody the employee has been deprived by or under any law ;
 - c) Any other person related, whether by blood or, marriage, to the employee or to the employees wife or husband and wholly dependent on the employee.
5. "Principal" means the Principal of the College in which an employee is working.
6. "Probationer" means a person appointed on probation. He remains a probationer until he is confirmed.
7. "Salary" means and includes Basic pay, Dearness Allowance and other allowances, if any, attached to a post.
8. "Secretary" means the Secretary of the Bapuji Educational Association.
9. "Year" means the calendar year unless otherwise specified.

III. General :

1. Method of Recruitment :

Appointments to various posts shall be made by one of the following methods :

- a) By direct recruitment
- b) By promotion by selection
- c) By deputation from the Government of Karnataka
- d) On contract.

2. Application to be made for Appointment by direct Recruitment :

No appointment of an employee of the Association shall be valid unless an application has been submitted by the employee in writing giving the necessary details about his educational qualifications, age etc., and a letter of appointment has been issued by the Association.

3. Physical Fitness :

No employee shall be appointed to a post in the service of the Association unless he produces a certificate of physical fitness from a Registered Medical Practitioner named by the Management

4. Service Register :

- (i) A Service Register shall be maintained for every employee by the Head of the Institution where such employee is working, indicating among other things, the date of appointment, nature of appointment, the scale of pay, the increments sanctioned from time to time, leave earned and availed of, transfers, promotions, suspensions, punishments, dismissals etc., Such a register shall be opened immediately an employee is appointed on probation.

- (ii) It shall be the duty of every Head of Office/ Institution to initiate action to show the Service Registers to each employee under his administrative control every year and to obtain his signature therein in token of his having inspected the Service Register.
- (iii) Each employee shall ensure, before affixing his signature, that the service particulars have been duly verified and certified as such.
- (iv) The Service Register of each employee shall be maintained by the Head of the Institution concerned for a period of five years from the date of termination of his service by retirement, removal, dismissal, resignation or by any other means.
- (v) The Service Registers of the Heads of Institutions shall be maintained in the Head Office of the Association.
- (vi) Each employee shall also maintain a duplicate Service Register of the entries made and maintained by the Head of the Institution, get such entries certified by the Head of the Institution where the employee is working and retain it with him in safe custody.

5. Increments :

Increments according to the scale stipulated in the appointment letter shall be granted if the work and conduct of the employee are reported by the heads of the institutions to be satisfactory. The heads of the institutions shall obtain sanction for grant of increments as and when they fall due from the concerned authority in respect of the employees under his control as soon as may be after the accrued increments fall due.

Provided that the following periods shall not be taken into account in computing the period required for earning the increments.

- a) When the services of a probationer are extended beyond the period of probation, such extended period shall not be taken into account. However, when he is confirmed, he shall be allowed as from the date such order takes effect, the pay he would have drawn had he been allowed the increments for the whole of his service from the date of his appointment on probation.
- b) The period of absence treated as extraordinary leave provided that the management may at its discretion direct that the period of absence on extraordinary leave for successfully prosecuting higher studies shall be counted for increments. The maximum period of extraordinary leave which will be recognised for the purpose of granting increments shall be limited to two years for post-graduate courses and to three years for Ph.D.
- c) The period spent under suspension shall not be counted to draw increments except when the period of such suspension is subsequently treated as on duty.

6. Take Home Salary :

The net salary payable to an employee in any month shall not ordinarily be less than fifty percent of his gross salary. For example, if the gross salary of an employee is Rs. 1,000/- the maximum amount that could be set off towards deductions like Provident Fund Contribution, P.F. loan instalment, House Building Loan etc., shall be only Rs. 500/- and the net salary payable to him during any month shall not be less than Rs. 500/-

7. Fixation of pay on Promotion :

The pay of an employee on promotion shall be fixed at the stage in the higher scale next above the pay he draws on the date of promotion.

Provided that he may exercise his option within two months from the date of his taking charge of the higher post on promotion to continue to draw pay in the scale of pay of the lower post till the date on which he would have normally earned an increment therein, and thereafter his pay shall be fixed at the stage next above the pay he is deemed to have drawn on that date.

8. Confidential Reports :

A confidential report shall be written by the head of the department in respect of each employee for the period 1st April of a year to the 31st March of the following year in Form No. 1.

IV. Nature of Employment :**1. Permanent, Temporary or on Contract :**

Appointments may be permanent, temporary or on contract.

2. Probation :

Appointments to permanent posts shall be made initially on probation.

3. Probationary period :**i) Duration :**

Unless otherwise specified, the period of probation shall be one year. The period of probation may be extended only once for a period not exceeding six months at the discretion of the management for reasons to be recorded in writing.

ii) Confirmation and Discharge:

At the end of the period of probation or extended period of probation the management shall consider the suitability or otherwise of the probationer. If found suitable, the management shall issue an order declaring him to have been confirmed.

Provided that persons who have already been appointed initially on any post before the issue of these rules shall be treated as confirmed in the cadre in which they were so appointed unless such persons are serving the period of probation or are appointed on a temporary basis

If the management decides that he is not suitable for the post it shall, unless the period of probation is extended, discharge him from service but no formal proceedings are necessary. The order so issued shall indicate the grounds of discharge. If a probationer is however to be discharged for any specific fault, the management shall institute disciplinary proceedings against him.

4. Joining time for appointment :

- a) A candidate appointed by direct recruitment shall assume charge of the post specified in the order of appointment as soon as possible after the date of the order of appointment, but not later than forty five days from the date of the order.
- b) Notwithstanding anything contained in clause (a) the appointing authority may, on the application of the candidate and if satisfied that there are good and sufficient reasons for doing so, by order in writing, grant such further time as it may deem necessary.

- c) The name of the candidate who fails to assume charge of the post within the time specified in clause (a) or within the further time granted under clause (b) shall cease to be eligible for appointment.

V. Seniority:

1. Seniority in a particular cadre of service or class of post shall be determined as follows :
 - a) All persons confirmed shall be senior to all others,
 - b) The seniority of persons who are confirmed shall be determined 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 by their seniority while working in the same post and if not by their seniority in the lower cadre.
 - c) Seniority of persons appointed on temporary basis shall be determined by the dates of their continuous working in that grade and when the period of working is the same, the seniority in the lower grade shall prevail.
2. When persons are recruited to a class of post by promotion and by direct recruitment, the persons directly recruited shall be senior to the promoted employees where the date of appointment/promotion is the same.
3. When promotions to a class of post 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 or class of post.

4. 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 order of merit.
5. Seniority of direct recruits shall be determined as follows:
 - a) When the recruitment is made on the basis of a competitive examination and/or after interview, seniority shall be in the order of merit.
 - b) In cases of appointments made otherwise than by the method specified in clause (a) by the date of the order of appointment.
 - c) Notwithstanding anything contained in clauses (a) or (b) the seniority of a candidate who assumes charge of the post after the period specified in clause (a) of sub-rule (4) of rule IV shall be determined from the date on which he assumes charge of such post.
 - d) When the recruitment is made, without specifying the order of merit, seniority shall be determined as follows :-
 - i) by the total length of continuous service from the date of appointment to such cadre.
 - ii) where two or more persons are appointed on the same date and their total length of continuous service in such cadre is equal, on the basis of their relative age, the older in age being considered as senior to the younger.

6. When an employee is reduced to a lower class of post, he shall take rank in such lower post as specified. The management may also order that the person concerned shall not be promoted within a specified period, in which case he shall be considered for promotion to the first vacancy which occurs after the expiry of the prescribed period. Promotions made before that period shall not be reopened.
7. Cases which cannot be determined by any of the above methods shall be determined in such manner as may be decided by the management.
8. A seniority list shall be prepared every year or at such specified periods as may be prescribed by the management for each cadre of service arranged in the order of seniority in accordance with this rule.
9. i) A seniority list for each class of post shall be prepared separately in respect of :
 - a) Persons working in the institutions covered by the grant-in-aid code and the salary scheme of Government of Karnataka.
 - b) Teaching staff of each institution.
- ii) In respect of the non-teaching staff a separate seniority list shall be prepared for each cadre in respect of
 1. J. J. M. Medical College
 2. J. J. M. Medical College Hospital,
 3. J. J. M. Medical College Hostel for Boys and
 4. Dental College

- b) Other institutions not specified in item (a) above and in item (a) of clause (i) of this sub-rule.

VI. Code of conduct :

1. Discipline and conduct :

Every employee shall be subject to the general rules of discipline and conduct laid down by the management from time to time.

2. Integrity :

Every employee shall at all times :

- i) Maintain absolute integrity.
- ii) Maintain devotion to duty and
- iii) Do nothing which is unbecoming of an employee.

3. Role of Supervisory Staff:

- i) Every employee holding supervisory post shall have all employees under his control and authority and shall take all possible steps to ensure the integrity and devotion to duty of all employees working under him.
- ii) Performance of duties: No employee shall in the performance of his duties or in the exercise of powers conferred on him act otherwise than in his best judgement except that when he is acting under the direction of his superior shall obtain such direction in writing.

4. Extra Curricular and Corporate Activities ;

Every employee, when required shall participate in and work for extra-curricular and corporate activities of the institution including social services in addition to his regular duties.

5. Other avocations and certain acts prohibited :

i) Private tuition/Part-time employment :

No employee shall engage himself in private tuitions. accept part-time employment in any other educational, cultural or literary institution or any other employment without obtaining prior permission of the management in writing. Such permission is necessary even for taking up honorary work of a non-academic nature.

ii) Prohibition from seeking employment elsewhere:

No employee shall seek employment elsewhere without the previous written permission of the management. If at any time it comes to the notice of the management that an employee has applied for a job elsewhere without its permission, the management shall be at liberty to terminate the services of such employee, at any time thereafter, without giving him any notice or pay thereof, notwithstanding the provision contained in sub-Rule 7 of Rule VII and also take such disciplinary action as may be deemed necessary against such employee.

iii) Prohibition from Membership of other Educational Institutions :

No employee shall be a member of any other Educational Institution without the specific written permission of the Secretary.

iv) Prohibition from standing for election to any office in a Co-operative Institution :

No employee shall stand for elections to any

office in a Co-operative Institution without the specific written permission of the Secretary.

v) Resignation by teachers :

Teachers cannot ordinarily resign in the middle of the academic year. When an employee is borne on the teaching staff he shall not ordinarily be permitted to resign his job in the middle of the academic year.

vi) Examinership: Acceptance of :

When offered an examinership in any University or College, no employee shall accept it without obtaining the prior written permission of the principal of the institution where he is working provided that the Principal shall obtain the previous permission of the Secretary in writing. No employee shall, normally during any academic year, be permitted to accept examinership in more than two Universities other than the one in the jurisdiction of which he is working.

vii) Addressing members of the Association :

No employee shall address any communication to any of the members of the Association or meet them without the written previous permission of the Principal of the institution where he is working and of the Secretary provided that the Principal shall obtain the previous permission of the Secretary in writing.

viii) Association with political parties :

No employee shall be a member of or be otherwise associated with any political party

or any organisation which takes part in politics or shall take part in or subscribe in aid of or assist in any other manner, any political movement or activity.

ix) Demonstrations and Strikes :

No employee shall

1. engage himself or participate in any demonstration which is prejudicial to the interest of the sovereignty and integrity of India, the security of the State, friendly relations with Foreign States, Public Order, decency or morality, or which involves contempt of court, defamation or incitement to an offence, or
2. resort to, or in any way instigate, incite or abet, any form of strike by any number of employees to work.

x) Connection with press or radio :

1. No employee, shall, except with the previous written permission of the management own wholly or in part, or conduct or participate in the editing or management of any newspaper or other periodical publication.
2. No employee, shall, except with the written permission of the management except in the bonafide discharge of his duties,
 - a) publish a book himself or through a publisher, or contribute an article to a book, or a compilation of articles, or

- b) participate in a radio broadcast, or contribute an article or write a letter to a newspaper or periodical, either in his own name or anonymously or pseudonymously or in the name of any other person.

Provided that no such sanction shall be required :-

- i) if such publication is through a publisher and is of a purely academic, literary, artistic or scientific character; or
- ii) if such contribution, broadcast or writing is of a purely academic, literary, artistic or scientific character.

xi) Prohibition of criticism of the management :

No employee, shall, in a ny radio broadcast or in any document published in his own name or anonymously, pseudonymously or in the name of any other person in any communication to the press or in any public utterance, make any statement of fact or opinion which has the effect of an adverse criticism of any policy or action of the management-

xii) Prohibition of participation of a Medical Officer in a private establishment :

No employee of the J. J. M. Medical College, the J. J. M. Medical College Hospital or the Dental College having medical or dental qualifications shall maintain or have financial interest in a private nursing home, hospital or

similar establishment. Nor shall he habitually accommodate paying patients in his own residence for more than twentyfour hours. He shall not treat patients in any private nursing home.

6. Acceptance of Gift :

No employee shall accept or permit any member of his family to accept any gift

Explanation :- The expression gift shall include free transport, boarding, lodging or other service or any other pecuniary advantage when provided by any person other than a near relative or personal friend having no official dealings either with the Association or its institutions.

- NOTE: 1) A casual meal, lift or other social hospitality shall not be deemed to be a gift.
- 2) An employee shall avoid accepting lavish hospitality from any individual having official dealings with him or from industrial or commercial firms or organisations having official dealings with him.

Provided that on occasions such as weddings, anniversaries, funerals or religious functions, when the making of a gift is in conformity with the prevailing religious or social practice, an employee may accept gift from his near relatives but he shall make a report to the Association if the value of any such gift exceeds :-

- 1) Rs. 500/- in the case of persons drawing a salary of Rs. 1,000/- and above per month.

2. Rs. 250/- in the case of persons drawing a salary of Rs. 500/- and above per month but below Rs. 1,000/- per month.
3. Rs. 100/- in the case of persons drawing a salary less than Rs. 500/- per month.

Provided further that on such occasions specified above an employee may accept gifts from his personal friends having no official dealings with him but he shall make a report to the Association if the value of such gift exceeds :-

1. Rs. 200/- in the case of an employee drawing a salary of Rs. 1,000/- and above per month.
2. Rs. 100/- in the case of an employee drawing a salary of Rs. 500/- and above but below Rs. 1,000/- per month.
3. Rs. 50/- in the case of an employee drawing a salary less than Rs. 500/- per month.

7. Speculation :

No employee shall speculate in any stock, share or other investment.

Explanation : Frequent purchase or sale or both of shares, securities or other investment shall be deemed to be speculation.

8. Insolvency and habitual Indebtedness :

An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An employee against whom any legal proceeding is instituted for the recovery of any debt due from him or for adjudging him as insolvent shall forthwith report the full facts of the legal proceedings to the Association.

NOTE: The burden of proving that the insolvency or indebtedness was the result of circumstances, which with the exercise of ordinary diligence, the employee could not have foreseen, or over which he had no control and had not proceeded from extravagant or dissipated habits, shall be upon the employee.

9. Movable, Immovable and Valuable Property :

- a) Every employee shall on his first appointment to any service or post and thereafter at the beginning of every calendar year submit a return of his assets and liabilities and of all members of his family in section II Form-I giving the full particulars regarding :
- i) The immovable property inherited by him or any member of his family or owned or acquired by him or any member of his family on lease or mortgage either in his own name or in the name of any member of his family or in the name of any other person.
 - ii) Shares, debentures and cash including Bank Deposits inherited by him or any member of his family or similarly owned, acquired or held by him or any member of his family
 - iii) Other movable property inherited by him or any member of his family or similarly owned, acquired or held by him or any member of his family.
 - iv) Debts or other liabilities incurred by him or any member of his family.

NOTE: In each return, the value of each item of movable property worth less than Rs. 1000/- may be added and shown as a lumpsum. The value of articles of daily use such as clothes, utensils, crockery or books need not be included in such returns.

- b) No employee, or any member of his family shall, except with the previous knowledge of the Association, acquire or dispose of any immovable property by lease, mortgage, purchase, sale, gift or otherwise either in his own name or in the name of any member of his family.

Provided that the previous sanction of the Association shall be obtained by the employee if any such transaction is otherwise than through a regular or reputed dealer.

Provided further that whenever an employee wishes to build a house or makes extension to it, the following procedure shall be followed:

- i) Before starting construction of the house or extension thereof, he shall report or seek permission as the case may be in Form-II and after completion of the house/extension he shall report in Form III to the Association.
- ii) The details in the forms shall be furnished, whenever it is possible to do so. Where, however, it is not possible to furnish these details, the employee shall mention the covered area on which the building is proposed to be executed and estimated cost of the building.

10. Personal representation of employees:

Any representation of an employee shall only be made through proper channel.

11. Bigamous marriage :

1. No employee who has a wife living shall contract another marriage without first obtaining the written permission of the Association notwithstanding that such subsequent marriage is permissible under the personal law for the time being applicable to him.
2. No female employee shall marry any person who has a wife living without first obtaining the written permission of the Association.

12. Consumption of intoxicating drinks and drugs:

An employee shall

- a) strictly abide by any law relating to intoxicating drinks or drugs in force.
- b) take due care that the performance of his duties is not affected in any way by the influence of any intoxicating drink or drug.
- c) refrain from consuming any intoxicating drink or drug in a public place:
- d) not appear in a public place in a state of intoxication.
- e) not habitually use any intoxicating drink or drug to excess.

NOTE : For the purposes of this rule "Public Place" means any place or premises (including a conveyance) to which the public have or are permitted to have access, whether on payment or otherwise.

VII. Termination of Service :

1. Superannuation : The age of superannuation of an employee shall be 55 years

2. Retirement before the age of Superannuation:

- a) The management may retire any employee after he has completed twenty five years of qualifying service or after he has attained fifty years of age if such retirement is in its opinion necessary in the interest of the management of the affairs of the institutions managed by it, provided that the employee concerned is given notice of three months before the date of retirement, or in lieu of such notice a sum equivalent to the amount of his salary for a period of three months.
- b) An employee may also be permitted to retire at any time after attaining the age of fifty years or after completion of twenty years of service provided no enquiry is pending against him or any proposal for holding an enquiry against him is under consideration; provided further that he shall give in this behalf a notice in writing to the Secretary at least three months before the date on which he wishes to retire.

3. Extension to teachers beyond the age of superannuation :

If the date of superannuation of an employee in the teaching line falls during the academic year two months after the commencement of the session, the services of such employee shall ordinarily be extended upto the end of the academic year.

4. Fixed salary only payable after date of superannuation :

No appointment of an employee after his age of superannuation shall be in the time scale of pay. Such appointment shall be only on a fixed salary.

5. Temporary employees :

The services of a temporary employee may be terminated by the management at any time by giving him one months notice or in lieu thereof on payment of one months salary. If a temporary employee desires to resign his post, he shall give one months notice in advance to the management of his intention to resign or in lieu thereof surrender one months salary along with his letter of resignation to the management.

6. Permanent employees :

If a permanent employee wishes to resign his post, he shall give three months notice in advance to the management of his intention to resign or pay three months salary in lieu thereof along with his letter of resignation to the management.

7. Insubordination, inefficiency, etc :

- i) The management shall have the right to terminate, the services of any permanent employee on the grounds of insubordination, inefficiency, neglect to duty, misconduct, moral delinquency or for any other cause or causes which render the employee unsuitable for retention in service.

Provided that before termination of the services of any employee due enquiries shall be made by an Enquiry Committee appointed

for the purpose. During the enquiry by the Enquiry Committee appointed for the purpose, the employee shall be given due opportunity to defend himself by means of a written statement as well as by producing evidence, if any, before such Enquiry Committee. In case of failure of the employee to present himself before the Enquiry Committee after due notice, the Enquiry Committee shall take a decision ex-parte and such a decision will be final and binding on the employee.

- ii) If after such enquiry, the decision of the Enquiry Committee is to the effect that it is undesirable to continue his service, the employee shall be dismissed forthwith without any further notice what-so-ever. The decision of the Enquiry Committee shall be final

8. Retrenchment :

In the event of retrenchment of employees, the services of permanent or temporary employees may be terminated by giving one or three months notice or in lieu thereof one or three months salary depending on the nature of his employment. Whenever such retrenchment is effected the services of the junior most employees in the Association shall be terminated.

VIII. Hours of work and Attendance :

1. A full time employee shall be present in the institution where he is employed during the hours of work in the institution and
 - a) work for the number of hours per week as prescribed by the University or the management, as the case may be

- b) if circumstances warrant, work beyond the normal hours of work or on holidays.
2. Holiday means leave from ordinary routine work, but urgent work shall not be postponed on account of holidays.
 3. No employee shall leave the station without the previous written permission of the head of the institution. The head of the institution shall obtain the previous written permission of the Secretary.

IX. Special Service Contracts:

The management may appoint an employee on any other terms and conditions not specified in the Rules, provided such conditions and terms are reduced to writing and signed by the Secretary.

X. Breach of Service Conditions :

If an employee commits breach of any of the service conditions or rules, the authorities of the Association shall hold an enquiry and if the breach is proved the authorities may inflict any punishment as deemed fit.

XI. Leave Rules :

1. Leave cannot be claimed as a matter of right. Discretion to refuse or revoke vests with the head of the institution or the management, as the case may be, depending on the exigencies of service.
2. No leave shall be availed of, unless and until it is granted by the competent authority.
3. **Casual Leave :**
Casual leave may be granted in special or unforeseen circumstances upto a maximum period of fifteen

days in a calendar year but not more than seven days at a time. It shall not be granted in continuation of other kinds of leave, but it can be combined in any manner with Sundays or 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.

NOTE : i) Casual leave to temporary employees will be granted in the same manner as to those holding permanent appointments but in the case of new entrants who have not put in at least one year's service casual leave will be granted in proportion to their service at the rate of one day for every completed month's service.

- ii) For all foreseen and foreknown reasons, casual leave must be applied for and got sanctioned by an employee before he avails himself of it. An employee will be deemed to be absent without leave if this rule is transgressed.
- iii) The authority to sanction casual leave is the head of the institution or the Secretary of the Association as the case may be. All applications for casual leave must be forwarded through the departmental heads who shall forward such applications to the head of the institution recording their opinion thereon or to the Secretary of the Association as the case may be.

4. Special Casual Leave :

Special Casual Leave may be granted when an employee is to go on some official work in connec-

tion with the College, University or the Management. The Special Casual leave that can be granted to an employee is restricted to 30 days in a year.

5. Half Pay Leave / Commuted Leave :

- a) Leave on half pay to the extent of 20 days for each completed year of service may be granted to a person in permanent employ on private affairs or on Medical Certificate from a Registered Medical Practitioner named by the management.
- b) Commuted leave not exceeding half the amount of leave on half pay due may be granted to an employee on Medical Certificate or on private affairs, subject to the following conditions :
 - i) The Maximum commuted leave on private affairs, that may be granted at a time shall be 120 days. If commuted leave on private affairs is combined with earned leave the total period shall not exceed 180 days.
 - ii) When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave due.
- c) No commuted leave may be granted under this Rule unless the management has reason to believe that the employee will return to duty on its expiry.

6. Extra-ordinary Leave :

Extra-ordinary leave may be granted to an employee in special circumstances when no other leave is by rule admissible or when other leave is

admissible but the employee applies in writing for the grant of extra-ordinary leave. An employee on extra-ordinary leave is not entitled to any leave salary.

7. Maternity Leave :

- a) Maternity leave may be granted to those married female employees who have put in more than one year's service for a period of 90 days from the date of its commencement. In the case of those who have put in less than two years service before commencement of the maternity leave, the leave may be granted on half pay and in other cases it may be on full pay.

Provided that she may be granted any leave including commuted leave, if she so desires in continuation of maternity leave upto a maximum of sixty days

- NOTE: i) Maternity leave is sanctioned only thrice in the entire service of the employee
- ii) Leave under this rule is also admissible to married women employee in case of miscarriage and/or abortion,
- b) Any male employee may apply for leave to enable him to attend on his wife during her confinement which shall not be refused and the provisions of sub rule 1 shall stand relaxed to this extent. The grant of such leave shall however be subject to the following conditions namely :
 - i) the period of leave should not exceed any reasonable period before and/or after the

child's birth to be determined by the authority competent to sanction the same.

- ii) the grant of such leave shall be restricted to confinement in respect of the first and the second delivery; and
- iii) the leave should be debited to the normal leave account.

8. Earned Leave :

- i) The Earned Leave admissible to a permanent employee is 30 days for every year.

Provided that an employee will cease to earn such leave when the earned leave due amounts to 180 days.

- ii) Earned leave admissible to an employee for the first year of his service is only 15 days.
- iii) Earned leave is not admissible to an employee serving in a vacation department in respect of duty performed in any year in which he avails himself of the full vacation.
- iv) If an employee is, by an order issued by the head of the institution prevented from availing himself of the vacation, by reason of his having to remain at his post on duty, he is entitled to earned leave for a period bearing such proportion of 30 days as the number of days of vacation not taken bears to full vacation.
- v) Credit shall be afforded to the leave account at the commencement of each calendar half year that is on 1st January and 1st July at the rate of fifteen days.

Provided that the credit to be so afforded shall be reduced by 1/10th of the period of

extra-ordinary leave availed during the previous calendar half year subject to a maximum of fifteen days. No such reduction shall be made in respect of any leave, other than extra - ordinary leave, availed during the previous calendar half year.

vi) Surrender of leave and encashment thereof :

- a) An employee shall, at his option, be allowed to surrender and encash earned leave not exceeding thirty days out of the leave to his credit once in a block period of two years.
- b) An employee may apply for surrender of earned leave while on duty or in combination with or in continuation of any kind of leave due and admissible.
- c) An application for surrender of earned leave shall be made in Form IV one month in advance of the due date of surrender. The date of surrender shall be specifically indicated in the application for surrender of earned leave.
- d) The order sanctioning the surrender of earned leave shall specifically indicate the date from which the employee concerned is permitted to surrender earned leave.
- e) The leave salary and allowance admissible for the leave surrendered shall be calculated and paid at the rate of 1/30th of the monthly pay and allowances for each day of surrender irrespective of the number of

days in the month in which the leave is surrendered and irrespective of the fact whether the employee is on duty or on leave.

- f) An employee who is unauthorisidly absent or who is under suspension is not entitled to surrender earned leave for encashment.
- g) Earned leave applied for as leave preparatory to retirement may be sanctioned subject to a maximum of 180 days. However, if such leave is refused, the leave that can be allowed after retirement as refused leave shall be restricted to a maximum of 120 days.
- h) Earned leave sanctioned as leave preparatory to retirement and that encashed on superannuation shall be restricted to a maximum of 180 days subject to the conditions that the earned leave encashed does not exceed 120 days.

9. Study Leave :

Study leave not exceeding two years (ordinarily) may be granted by the management on such terms and conditions as may be determined by the management.

10. Combination Leave :

Any kind of leave except casual leave under the Rules may be granted in combination with or in continuation of any other kind of leave.

NOTE: i) Casual leave may be sanctioned by the head of the institutions. Any other kind of

leave will be sanctioned by the head of the institutions, only after it is approved by the management.

- ii) Non-permanent employees will not be entitled to any leave with pay except the Casual leave. A non-permanent employee when appointed substantively subsequently to a permanent post will be credited with leave which would have been admissible if his previous continuous duty had been taken in to account.

11. Leave for Employees on Contract :

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

- i) 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 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 orders of the competent authority they shall be granted leave on full pay in accordance with the provisions of sub-rule 8 (iv) of this rule.

- ii) Three months extra-ordinary leave without pay may also be granted provided that the period of contract is for at least three years
- iii) Casual leave as indicated in sub-rule 3 of this rule.

12. Leave for Part-time Employees :

Part-time employees are not entitled to any other kind of leave except casual leave which shall be

limited to fifteen days in each calendar year in non-vacation departments and ten days in vacation departments.

XII. Provident Fund :

All employees, who have put in at least one year's service and in the case of those appointed on probation when they are confirmed in any institution of the Association shall receive the benefit of Provident Fund according to the rates and rules prescribed in the Appendix Provident Fund Rules.

XIII. Transfers :

The management may transfer the services of teaching and non-teaching staff members from one institution to another or from one department to another within the same institution as per the needs of the Association.

XIV. Framing of Additional Rules :

The management may lay down any Rule or Rules for which no provision is made in the aforesaid Rules.

XV. Interpretation of Rules :

The interpretation of any of these Rules shall vest with the management.

Bapuji Educational Association (Regd.), DAVANGERE.

FORM No. I
(Rule III (8))

Annual Confidential Report and Property Return for
the period from 1-4-19 to 31-3-19

SECTION-I

(To be filled in by the Employee)

| | |
|---|---|
| 1. Name of the Institution | |
| 2. Name in full of the Employee | |
| 3. Appointment held | Present grade : Date of Entry into service : |
| 4. Date and Place of Birth | |
| 5. Educational Qualification | |
| 6. Details of training deputation and other courses undergone | |
| 7. Languages can read and write | |
| 8. Home Address | |
| 9. Names of relatives if any in BEA service with relationship to employee | |
| 10. Details of posts held | From: To: |

Date :

Signature of the Employee.

SECTION-II
(Property Return)

(Rule VI-9 (a))

(To be filled in by the employee)

| | Wetland/ Garden Land/ Dry land | House Property/ Buildings |
|---|--------------------------------------|---------------------------------|
| I. Immovable Property | | |
| 1) Held in whose name | | |
| 2) Location & Survey Numbers | | |
| 3) How acquired, Price paid and date of purchase | | |
| 4) Present approximate value | | |
| 5) Amount of Annual Income | | |
| II. Movable Property | | |
| a) Shares, Debentures Securities and/or Bank deposits | | |
| 1) In whose name held and value | | |
| 2) Name of Bank or Company | | |
| 3) How acquired & date of acquisition | | |
| 4) Annual Income thereof | | |
| b) <i>Motor Car, Scooter, Jewellery etc.,</i> | | |
| 1) How acquired and when | | |
| 2) Approximate Present value | | |
| c) <i>Insurance Policies</i> | | |
| 1) Policy No and date | | |
| 2) Name of the Company | | |

3) Sum assured

4) Date of Maturity

5) Amount of Annual Premium

III. LIABILITY

Debts

1) Name & Address of the Creditor

2) Amount

3) Date of Borrowing

Date : _____ Signature of the employee.

SECTION-III

(To be filled in by the Head of the Department)

1) Length of service of employee under the Head of the Dept.

2) Knowledge of work of post held

3) Personality, Character/Conduct

4) Initiative

5) Accuracy & Promptness

6) Health

7) Fitness to hold the present post

8) General Remarks
(On integrity, reliability)

9) Degree of fitness for promotion

Date : _____ Signature
(Head of the Dept.)

SECTION - IV

(To be filled in by the Head of the Institution)

| | |
|---|--|
| 1) Length of service under the Head of Institution | |
| 2) Do you agree or disagree with the assessment of the officer given in Section III? Is there anything you wish to modify or add? | |

Signature
(Head of the Institution)

SECTION - V**Remarks :**

Signature
Chairman/Hon Secretary,
Bapuji Educational Association.

NOTE

1. This report is to be regarded as confidential. Adverse remarks if any on the employee should be communicated to him/her so that he/she may improve.
2. The estimate of fitness for promotion should be related to the employee's capacity for the performance of the duties of the grade above. Reason for such estimate to be recorded in brief.
3. Every effort should be made to arrive at a just estimate of the qualities of the employee at the time the report is made. Reporting officers should rely on their own judgement and experiences. The current report should be written in the first place without reference to the previous reports.

Bapuji Educational Association (Regd.),
DAVANGERE.

FORM No. II
(Rule VI-9 (b))

Form of report / application for permission for the building of / or additional to a house.

Sir,

This is to report to you that I propose to build a house / to make an addition to the existing house. Permission may kindly be granted to me for building the house / making an addition to my house.

1. The estimated cost of the land and materials required for the purpose is given below:

Land

- 1) Location (Survey number, Village, Taluk, Dist.)
- 2) Area (in square metres)
- 3) Cost

Building Materials :

- 1) Bricks (rate/quantity/cost)
- 2) Cement (rate/quantity/cost)
- 3) Iron & Steel (rate/quantity/cost)
- 4) Timber (rate/quantity/cost)
- 5) Sanitary fittings (cost)
- 6) Electrical fittings (cost)
- 7) Any other special fittings (cost)
- 8) Labour charges
- 9) Other charges if any.

Total cost of land & building
Plinth area of the building.

2. The construction will be supervised by myself / the construction will be done by _____ @
3. The cost of the proposed construction will be met as under
- Own savings.
 - Loans/advances with details.
 - Other sources with details.

Strike out portions not applicable.

@ Enter the name and place of business of the contractor.

Yours faithfully,

Bapuji Educational Association (Regd.),
DAVANGERE.

FORM No. III.

(Rule VI - 9 (b))

Form of Report of completion of the building of the house.

Sir,

1) In my letter dated the _____ I had intimated that I proposed to construct a building in Survey No. _____ of _____ Village. _____ taluk, _____ district. Permission was accorded to me in Order No. _____ Dt. _____.

The house has since been constructed and I enclose a valuation report duly certified by _____ a firm of civil engineers or a civil engineer of repute.

2) The cost of construction indicated in the enclosed valuation report was financed as under.

| | AMOUNT | |
|---------------------------------|--------|-------|
| | Rs. | Ps. |
| i) Own Savings | .. | _____ |
| ii) Loans/Advances with details | .. | _____ |

TOTAL _____

NOTE: Variations, if any between the figures given above and the figures given in Form II may be explained suitably.

Dated :

Yours faithfully,

Valuation Report

I/We hereby certify that I/We have valued house/extension at _____ constructed by Sri / Srimathi _____ and I / We give below the value at which we estimate the cost of the house/extension under the following headings.

| Headings | Cost | |
|---|------|------|
| | Rs. | Ps. |
| 1) Bricks | --- | --- |
| 2) Cement | | |
| 3) Iron and Steel | | |
| 4) Timber | | |
| 5) Sanitary fittings | | |
| 6) Electrical fittings | | |
| 7) All other special fittings | --- | --- |
| 8) Labour charges | --- | --- |
| 9) All other charges | | |
| Total cost of the building/extension | | |
| _____ | | |

Date :

Signature of Valuation Authority.

Bapuji Educational Association (Regd.).**DAYANGERE.****FORM No. IV**

(Rule XI - (a) (8 vi-c))

APPLICATION FOR LEAVE

(Other than Casual Leave)

(To be submitted in duplicate)

1. Name of the Applicant
2. Leave Rule Applicable
3. Post held
4. Department or Office
5. Pay
6. Dearness Allowance, House Rent Allowance and any other allowances drawn.
7. Nature and period of leave applied for and date from which required.
8. Grounds on which leave is applied for.
9. Date of return from last leave and the nature and period of that leave.

I undertake to refund the leave salary if the same is found to be in excess after subsequent checking.

Date :

Signature of the Applicant.

10. Remarks/and or recommendation of the Head of the Department.

Date : _____ Signature.

11. Statement of leave granted to the applicant previously.

| NATURE OF LEAVE | Leave due till the date of application | Leave enjoyed till the date of application | Balance of leave |
|-------------------------|--|--|------------------|
| 1. Special Casual Leave | | | |
| 2. Leave on half pay | | | |
| 3. Commuted Leave | | | |
| 4. Maternity Leave | | | |
| 5. Earned Leave | | | |
| 6. Study Leave | | | |
| 7. Extra ordinary Leave | | | |

12. CERTIFIED that leave on full/half /without/pay for _____ months and _____ days. i. e. from _____ to _____ is admissible.

Date : _____ Head of the Institution

13. Orders of the Sanctioning Authority.

(Hon. Secretary)

APPENDIX

Provident Fund Rules.

1. These rules shall be called the Bapuji Educational Association's Provident Fund Rules.

2. The object of the fund is to enable the employees of the Association to make suitable provision for themselves and their families.

3. The fund shall be managed by the Governing Council of the Bapuji Educational Association or its delegated authority and the decision taken by such authority on all matters relating to the Fund shall be final.

4. Subscription to the Fund shall be compulsory to all the employees who have put in one year's service and in the case of those appointed on probation when they are confirmed in any institution of the Association. Employees appointed on contract basis, however are not eligible to subscribe to the fund.

5. Every subscriber to the Fund shall subscribe at the rate of ten percent of his basic salary. Subscription shall be deducted every month from the salary of the subscriber and shall be paid into a Savings Bank Account opened in a Government Treasury or a Scheduled bank or a Co-operative bank included in the Karnataka Finance Code.

6. The Management's contribution for the Fund shall be equal to the subscriber's subscription and shall be paid every month to the credit of the subscriber in the Savings Bank account.

7. The amounts already contributed by the subscriber and credited to the Provident Fund account before the date from which these rules shall come into effect should be

withdrawn from that account and credited to the subscriber's account.

8. If a subscriber leaves the service of the Association without the prior sanction or is dismissed for misconduct or insubordination, fraud or any other cause of like nature the Management may withhold all or any part of their contribution with interest thereon with deductions if any, for the claims of the Association against him

9. A subscriber is entitled, upon quitting the service of the Association to receive the whole amount standing to his credit in the fund, provided that no subscriber shall be entitled to receive any sum or sums contributed by the Association or any part thereof unless he has been in the service of the Association for at least four years, and has been permitted by the Association to resign the appointment.

10. A temporary advance not ordinarily exceeding fifty per cent of the accumulated balance may be granted to a subscriber at the discretion of the Management.

11. The accounts of the Provident Fund of each institution of the Association shall be kept separately.

12. A subscriber may nominate any person or persons for whom the amount standing to his credit shall be payable in the event of his death.

13. The Governing Council of the Association may from time to time, as circumstances require, add to, or omit, or alter these rules.
