

DAYANANDA SAGAR COLLEGE OF DENTAL SCIENCES

Kanakapura Road, Kumaraswamy Layout

Bangalore – 560 078

SERVICE RULES



Revised

(Effective from 1st June 2015)



PRINCIPAL
Dayananda Sagar College of Dental Sciences
Kumaraswamy Layout,
Bangalore - 560 078.

SERVICE RULES

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Dayananda Sagar College of Dental Sciences, Bangalore

1.0 GENERAL

These rules shall be called the Service Rules of the **Dayananda Sagar College of Dental Sciences** (Referred as DSCDS), owned and administered by Mahatma Gandhi Vidya Peetha Trust (MGVP Trust). Hereinafter referred to as Employer or Management and shall be applicable to all the employees of the institution.

1.1 APPLICABILITY:

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

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

1.2 REPEAL AND SAVINGS:

“Service Rules” incorporates contents of the previous Service Rules, modifications and changes governing conditions of service leave rules, disciplinary measures. Scales of pay, qualification, age shall be governed according to all other statutory norms as applicable to concerned employees of Dental Institution. These rules are effective from 1st June 2015.

1.3 DEFINITIONS:

In these rules unless the context otherwise, the following words in these Rules would have the meaning as assigned to hereunder:

- 1.3.1 “Management” means the Board of Trustees of Mahatma Gandhi Vidya Peetha Trust. Honorary Secretary on behalf of Management will issue all orders and

circulars from time to time. Management may also include any other person as decided by Board of Trustees for any limited purpose.

- 1.3.2 "Employer" means Mahatma Gandhi Vidya Peetha Trust or any authorized institution by the Management.
- 1.3.3 "Institution" means the Dayananda Sagar College of Dental Sciences, managed by Mahatma Gandhi Vidya Peetha Trust.
- 1.3.4 "Employee" means a person, male or female who is employed by the Management
- 1.3.5 "Head of Institution" means a person appointed by the Management called Principal/Director who is responsible for the Management of the Institution in its academic and administrative matters and who is accountable to the Management.
- 1.3.6 "Vice-Principal" means the person/persons appointed by the Management, if and when necessary, to assist Head of Institution for day to day Management of the Institution in the exercise of academic and or administrative responsibilities. In the absence of Head of Institution, nominated vice principal/Dean will officiate as the Head of Institution.
- 1.3.7 "Superintendent" means any person designated as the head of office and includes Director assigned for administrative work, Administrative officer, and senior superintendent.
- 1.3.8 "Academic year" means the year specified by the Government or University or any statutory bodies as applicable.
- 1.3.9 "Financial year" means the year consisting of 12 calendar months, the start and end dates which could vary depending on the purpose.
- 1.3.10 "Pay" means monthly payment made to employees consisting of basic pay and Dearness allowance as fixed by the Management excluding other allowances for those in scale of pay or consolidated engagement payment for temporarily employed fulltime persons.
- 1.3.11 "Salary" means pay and all allowances paid for the month and include CCA, qualification/Personal pay, Management contribution towards Provident fund paid if any and any other allowances.
- 1.3.12 "Honorarium" means payments made to specialists and guests who will not have been on the rolls of fulltime employment but have been invited being

specialists, part-timers or guests at various programs, conferences, selections or meetings. The same would also include reimbursement of expenses incurred.

1.3.13 'Attendance' means presence of the employee concerned, at the time specified at the place or places of his duty where he/she is required to work by the Management. If an employee is not present at his duty place or through present in such a place but refuses to carry out the work assigned to him which he is bound to do, then he shall not be treated as being present.

1.3.14 'Habitual' means an act or omission which is repeated three times or more within a period of 12 months.

1.3.15 "Family" means the employee, the spouse and dependent children. In the case of an unmarried employee, his/her dependent parents.

1.3.16 Medical Certificate' means a certificate issued by a Registered Medical Practitioner. Provided that, in case of doubt, the employer will have the right to get the employee concerned examined by a doctor appointed, nominated or approved by it. The medical certificate certifying the sickness produced by the employee therefore will not be deemed as conclusive proof of sickness of an employee.

1.3.17 "Qualifying service" means the period of satisfactory work days and includes all holidays and authorized fully paid sanctioned leave periods but does not include non-regularized absence, unpaid study or medical leave, suspension periods for which the penalties have been imposed. The total number of days for one year of qualifying service is 365 days. Only the period of service after confirmation in the grade is counted towards qualifying service. No weightage of any sort is added for arriving at qualifying service other than stated already.

1.3.18 "Scale or Grade " means the running scale of basic pay with the indication of minimum and maximum basic, increments and efficiency bar (EB).

1.3.19 "Probationer" means the person who has been taken in the scale but not confirmed as an employee pending the successful performance during the probation.

1.3.20 "Confirmation" means the successful completion of Probation.

- 1.3.21 "Temporary" means the person on rolls to offer his qualified services on temporary basis on a monthly or consolidated compensation during the period of engagement on fulltime basis.
- 1.3.22 "Part time" means the person on rolls to offer his specialized or qualified service but not on full time basis. The same could be either on compensation basis or honorary basis or at his own will/free and include guest faculty and guest speaker.
- 1.3.23 "Contract" means the person or group or organization who offers specialized or qualified service for the execution of services on contracted period on mutual understanding or agreements.
- 1.3.24 "Reemployed "means a person reemployed on fulltime after retirement from service.
- 1.3.25 "Group D" means category involved as a supporting Employee requiring manual capability and includes Peons/ helpers/sweepers/Gardeners, attendees/cleaners/security/Hostel Employee doing such supporting jobs.
- 1.3.26 "Ministerial" means category involved in office jobs and maintenance of records and includes office clerks/ typists/ accountants/ receptionists/ telephone operators/ computer operators/ confidential Assistants/ stenographers/secretarial service Employee dealing with files and records.
- 1.3.27 "Disciplinary authority" means the authority competent to impose penalty without infringing any of the legal requirements and includes the authority who have been vested with such powers by the Management. The disciplinary authority shall be the Secretary, MGVP Trust.
- 1.3.28 "He/His "or any other masculine words used includes feminine gender and applicable equally.

2.0 APPOINTMENTS

A. HEAD OF INSTITUTION:

Head of Institution: will be selected and appointed by the Management.

B. OTHERS:

They will be selected by the Management.

The appointing or Engaging authority will be:

- a. Chairman/Vice Chairman, MGVPT—for academic teaching Employee, Superintendent, consultants, advisors, part timers for teaching, engineers and managers, Employee on temporary contracts or re-employment.
- b. Director or Head of institution concerned--- for the rest with the approval of Chairman/Vice Chairman.

2.1 RULES for APPOINTEES:

- 2.1.1 Appointees will be bound by rules and regulations, terms and conditions, circulars and Revisions thereon issued from time to time by the Management.
- 2.1.2 Appointees will go through the duty list and acknowledge as a token of acceptance for the terms and conditions and duties.
- 2.1.3 Appointments are done through the process of selection decided by the Management. The general composition of the selection committee would be Secretary, Head of the Institute, Head of the Department, One Senior faculty of the Department, One external invited expert.
- 2.1.4 No appointee shall be taken on rolls without verifying: proof of date of birth, eligibility for the post in original, statutory requirements and antecedents, in case of doubt. In case of doubt of age, the appointing authority shall establish the age of the employee, which shall be final and conclusive for all purpose concerning his employment including retirement.
- 2.1.5 All employees shall notify the Administration/Personnel or the appropriate department immediately if any change in their local/ permanent address takes place, but not later than 3 days of such a change. A communication forwarded by the Management to the recorded address shall be regarded as sufficient compliance of the purpose for which the communication is addressed.

3.0 TERMS AND CONDITIONS OF SERVICE

3.1 EMPLOYEES IN SCALE after confirmation:

- 3.1.1. Salary shall be determined from time to time in accordance with the scale of pay and allowances or revisions as prescribed by the Management for each appointment.
- 3.1.2. The period of absence without sanction of leave will not count for payment of salary. No work no pay Principle holds good.
- 3.1.3. Payment of salary shall be made after the completion of calendar month, after effecting necessary deductions towards the statutory deductions, house rent, all authorized deductions, fines, etc.
- 3.1.4. An employee, who has completed the whole of the preceding term satisfactorily, is entitled to receive salary during vacation.
- 3.1.5. The annual increment for an employee falls due on the completion of one year of qualifying service. Subsequent annual increment will be effective only from that day. In the case of promotions, the date of future annual increments will get revised to the 1st day of the month of promotion. (Refer Annexure 1)
- 3.1.6. The Superannuation age of employees shall be 60 years. The date of retirement will be on the last day of the month in which he attains the age of 60 years. If the date of birth is on 1st of the month, the employee retires on the last day of the previous month.
- 3.1.7. For the purposes of Date of birth, date mentioned in the transfer certificate, SSLC/ tenth standard school leaving certificate, Notarized affidavit given at the time of appointment of the employees are valid. In the absence of any of them, Management nominated Doctor's certificate is taken as valid date of birth and the decision is final. No Changes/ modification made shall be considered at any time.
- 3.1.8. Absence without sanctioned leave, non-performance and dereliction of duties and responsibilities, violation of code of conduct, and terms and conditions of offer will be considered as Indiscipline/Misconduct and disciplinary action will be initiated.

3.2. PROBATIONERS:

- 3.2.1 All Employees appointed in the scale will be on probation for the period as per terms of offer from the date of reporting.
- 3.2.2 The existing confirmed employees in grade posted to any new higher post/position/alternate post but not as a promotion will also be on probation afresh as the probation is done to assess the suitability for the post/position of posting.
- 3.2.3 Duration of probationary period can only be reviewed by Director/Principal based on the performance of probationers, their previous competency and on the recommendations of the head department. The period of absence without sanction of leave will not count for payment of salary. No work no pay Principle holds good. The same will be treated as indiscipline and can also result in extension of probationary period automatically.
- 3.2.4 Payment of salary shall be made within 10 days after the completion of calendar month, after effecting necessary deductions towards the statutory deductions, refund of loans, extra payments made previously, house rent, all authorized deductions, fines if any, etc. except under unavoidable circumstances and disciplinary proceedings.
- 3.2.5 Only those Probationers who have completed the preceding period before vacation satisfactorily are entitled to receive salary during vacation.
- 3.2.6 Probationers are eligible for annual increments subjected to satisfactory completion of probationary service in 1st year. Second annual increment for those on 2 year probation will be on satisfactory completion of probation. The annual increment on confirmation will be effective only on completion of that day. In the case of promotions, the date of future annual increments will get revised to the 1st day of the month of promotion.
- 3.2.7 Absence without sanctioned leave, performance and dereliction of duties and responsibilities, violation of code of conduct, and terms and conditions of offer will be taken into consideration for confirmation. Based on the assessment, probationary period can be extended or services terminated. Maximum of two extensions each of 6 months may be considered by the Management beyond which the services shall be terminated. The decision of the Management is final.

3.2.8 The Probationer absenting for continuous 8 days or more without sanctioned leave is considered as the deserter and deemed to have abandoned the job and services shall be terminated.

3.2.9 Only on successful confirmation, the period of probation excluding extensions and absence is counted towards service.

3.2.10 During the period of probation, no leave except casual leave at the rate of 1 day for every completed month of service exists. However, after successful completion of 1st year probation the leave accumulated during the 1st year of probation can be sanctioned during the 2nd year of probation.

3.3 EMPLOYEES ON ENGAGEMENT (Temporary and Fixed term):

3.3.1 Compensations shall be determined in accordance with the terms and conditions of engagement.

3.3.2 The period of absence without sanction of leave will not count for payment. No work no pay Principle holds good.

3.3.3 Those on fulltime engagement are eligible only for 1 day of casual leave for every completed month of service and any other instructions issued from time to time for all other leave.

3.3.4 Payments shall be made within 10 days after the completion of calendar month, after effecting necessary deductions towards the statutory deductions, additional payments made previously, recovery of damages, fines if any, etc.

3.3.5 They are bound by the terms and conditions of engagement.

3.3.6 The periods of engagement does not count for service, in case of selection into scale and/or probation.

3.4 EMPLOYEES ON PARTTIME

They are not eligible for any leave, or benefits other than the terms and conditions of offer or any subsequent instructions issued from time to time by the Management.

3.5 EMPLOYEES ON CONTRACT

They are bound by the terms and conditions of acceptance of offer or any subsequent instructions issued from time to time by the Management.

3.6 EMPLOYEES ON REEMPLOYMENT

They are bound by the terms and conditions of acceptance of offer or any subsequent instructions issued from time to time by the Management.

4.0 CODE OF CONDUCT

- 4.1 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 of the Institution
- 4.2 Every employee shall be a whole time employee of the Institution and shall be at the disposal of the Institution and he shall serve the Institution in its functions in such capacity and at such place as he may from time to time be directed by any person or persons under whose jurisdiction, superintendence or control he may for the time being be placed.
- 4.3 Every employee of the Institution shall confirm to and abide by these regulations and shall observe, comply with and obey all orders and directions which may from time to time be given to him by any person or persons under whose jurisdiction, superintendence or control he may for the time being be placed.
- 4.4 Every employee shall maintain strict secrecy regarding the Institution's affairs and the affairs of the of its constituents and shall not divulge, directly or indirectly, any information of a confidential nature either to a member of the public or to the Institution's employees unless compelled to do so by judicial or other authority or unless instructed to do so by a superior officer in discharge of his duties.
- 4.5 Every employee shall serve the Institution honestly and faithfully, and shall use his utmost endeavors to promote the interests of the Institution and shall show courtesy and attention in all transactions and intercourse with the employees of Government Officials and the Institution's constituents.
- 4.6 No employee shall contribute to the press without the prior sanction of the competent authority or without such sanction make public or publish or cause to be published or pass on to others any document, paper or information which may come into his possession in his official capacity.
- 4.7 Every employee shall at all times, submit to high standards of excellence and integrity; maintain loyalty and devotion to duty. He should do nothing which is unbecoming of an employee of the Institution.
- 4.8 Shall not join or continue to be a member of an association, the objects or activities of which are contrary to the interest or philosophy of the institution or

the country. He shall not engage or participate in any demonstration/protest which is against the philosophy, spirit and practices of the institution.

- 4.9 Shall not through any means, publish in his own name or anonymously or in the name of any other person, a communication to the press or public utterance or make any statement or express an opinion which may result in adverse criticism or embarrassment to the institution or Management or to any responsible member thereof.
- 4.10 Shall be subject to the code of conduct and discipline as laid down by the Management, duty list and instructions issued by the head of institution from time to time.
- 4.11 Shall attend all the courses/seminars/conferences/ workshops as required to enhance professional skills from time to time and also Faculty/Personality development courses, skill development, Computer courses, alternate job development courses, etc as directed by the Institution and Management.
- 4.12 Shall fulfill all requirements as laid down by the Dental Council of India and Rajiv Gandhi University of Health Sciences through their Ordinances, Notifications, Circulars etc.
- 4.13 While in the fulltime employment of the institution, shall honestly and to the best of their ability, engage in the duties laid down by the Management, and/or the head of institution, as their whole time employment and they shall not undertake or carry on any other activity or business, including tuition, consultancy during college timings which will reduce their efficiency, commitment and concerns as adjudged by the head of the institution.
- 4.14 It is highly unethical for any individual to pass derogatory remarks about the Management, other Employees, contractors, students or parents. Grievances, if any shall be detailed to the Head of institution in writing.
- 4.15 In addition to above, teaching Employee to note the following ;
 - 4.15.1 Loyalty, sense of dedication and courteous behavior at all times, should be an inspiration to the students under their care.
 - 4.15.2 Should do and say all that is in their power to promote harmony and team spirit among members of Employee. And also to encourage helping one another.
 - 4.15.3 Faculty is expected to be objective in his/her judgments.

- 4.15.4 Shall not be late to class and while in class shall use the entire time for teaching which should include varied techniques and the correction/valuation of an individual student's presence.
- 4.15.5 "Off class" periods shall normally be spent in preparation of lessons and evaluation of submission by students, counseling the students and helping the authorities by taking up additional responsibilities as specified from time to time.
- 4.15.6 Complaints that come from parents or others are often based on some misunderstanding. The faculty should be frank and fair with parents and respect them and their views and judgments. Serious complaints should be referred to the head of institution as soon as possible.
- 4.15.7 Faculty's conduct, speech should be exemplary and should follow the Dress Code specified by the Management.
- 4.15.8 Shall promote students for extensive usage of library and professional bodies.
- 4.15.9 Financial proprietary and optimality shall be exercised in all the dealings meeting to just needs of requirements including purchase specifications, quantity, bias, etc.
- 4.16 Employee shall obey all the instructions issued concerning the items of social interests, discipline such as usage of mobile at the campus, parking, dirtying, bad habits including smoking at public places, Dress regulations, consumption of drugs/intoxicated drinks or facilitations of the same.
- 4.17 Employee irrespective of positions is bound by the instructions issued from time to time by the Management including those concerning discipline, security, theft, etc.
- 4.18 Employee shall subject themselves for check, by the security personnel including at the gates.
- 4.19 Employee who is the cause of disharmony among others, would be considered guilty of serious misconduct
- 4.20 Employee shall be present for the institutional activities.
- 4.21 Employee shall be at his workplace in the institution premises for the entire working hours of the Institution; shall not go out of the work place without the

written permission of competent authorities during the authorized working hours.

4.22 Employee shall not be absent without the sanctioned approval of the competent authority.

4.23 Employee shall not accept any other job outside the institution.

5.0 ACTS OF MISCONDUCT:

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

- 5.1 Going on or participating in all illegal strike or abetting in the same.
- 5.2 Willful slowing down in performance of work or abetment or instigation thereof or fasting with an explicit view to influencing the employer's decisions.
- 5.3 Theft, fraud, breach of trust or dishonesty by misappropriation of funds in connection with or damage to the Employer's institutions or property of another employee/ officer within the work premises.
- 5.4 Carrying Employer's files or office documents to the house/ home or any other place outside the work premises without prior permission in writing of the Employer.
- 5.5 Unauthorized use of any of the Employer's facility/equipment or any other thing for personal use.
- 5.6 Divulging any information relating to official matters to outsiders, as they are confidential.
- 5.7 Giving false information regarding one's name, father's name/husband's name, date of birth, qualifications, details of previous service/salary particulars, address, etc., at the time of securing employment or thereafter.
- 5.8 Habitual late attendance and/or absence without leave and/or late attendance on more than three occasions within a month or similar omissions of leaving the premises before time.
- 5.9 Assaulting, abusing or intimidating any employee of the Employer either within the premises or at any other place.
- 5.10 Demanding, taking or giving bribes/gifts or any illegal gratification or indulging in any corrupt practice and/or lending or borrowing money to and from sub-ordinate employees.
- 5.11 Carrying on directly or indirectly or benami transactions in the office premises:
 - a. Money lending business and/or
 - b. Other private business/tuitions without the written permission of the Management or having private financial dealings with persons or firms, etc., having business relations with the employer for the sale and purchase of any materials, equipments or supply of labour, if any, or for any other purpose.

- 5.12 Writing of anonymous or pseudonymous letters criticizing the Employer or any other member of the office staff and making false reports regarding misconduct of colleagues and superiors or defamatory remarks against the Employer/ Management.
- 5.13 Holding meetings within the work premises or any other premises owned by the Employer without the previous written permission of the Management.
- 5.14 Habitual neglect of work or negligence in work.
- 5.15 Refusal of work on a job or a mission, which does not call for any additional skill or experience and can be done by the employee/officer without adversely affecting his service conditions.
- 5.16 Hiding away or attempt to hide away any articles, documents or materials of the employer.
- 5.17 Obtaining or attempting to obtain leave of absence on false pretension.
- 5.18 Unauthorised absence
- 5.19 Attempting to obtain any benefit under false pretext or by making false statements.
- 5.20 Refusal to act in any position offered by the Management.
- 5.21 Failure to report immediately to the next superior of any defect in machinery/equipment or damage to property or any dangerous condition of injury to persons caused accidentally or otherwise in the course of performance or work by any employee/officer or by the employee/officer concerned.
- 5.22 Willful disfigurement, destruction or alteration or forgery of any record/file of the Employer.
- 5.23 Brining or possessing or using alcoholic drinks, premises or reporting for work while under the influence of alcoholic drinks, drugs or narcotics.
- 5.24 Refusal to accept a charge sheet, an order or any other communication from the Management either in person by post or through courier.
- 5.25 Entering or remaining the work premises after the permissible / authorized hours of duty.
- 5.26 Assumption of authority in matters, which are the prerogative of the Employer.
- 5.27 Publication of any article relating to the work of the Employer without obtaining prior written permission of the Employer.
- 5.28 Refusal to act on the accepted terms and conditions of service.

- 5.29 Handling or attempting to handle any machine, equipment, apparatus or vehicle not entrusted to the charge of the employee.
- 5.30 Falsifying or refusing to give testimony when an accident, misconduct or other matters are being investigated.
- 5.31 Interfering in the work of other employees and/or the Management.
- 5.32 Habitual breach or gross and/or deliberate violation of the Service Rules and internal regulations.
- 5.33 Doing private or personal work within the work premises without the previous permission of the Management.
- 5.34 Refusal to work on holidays or on off days when required to do so, refusal to work overtime, in the exigencies of Employer's business/work notwithstanding any statutory provisions.
- 5.35 Approaching higher authorities for personal promotion or favours or gains directly or through other people.
- 5.36 Abuse of authority, threats, use of harassment or pressure to obtain illicit favour.
- 5.37 Refusing to undergo training as and when required by the Management.
- 5.38 Photo or otherwise copying and taking the extracts of official documents with a view to keeping/storing them at home or to maintain files at home will be considered breach of trust.
- 5.39 It is considered breach of trust if one employee comes to know about the breach of trust done by another staff member, and if this matter is not disclosed immediately to the Management.
- 5.40 Any act which is prejudicial or detrimental to the interests of organization or the Management of the organization.
- 5.41 Breach of confidentiality or a loss of confidence by any act against the interests of Management or organization.
- 5.42 No actions linking Management with activities of other NGO, international organization or local authorities can be decided without the prior agreement.
- 5.43 Deliberate disturbance to the proper functioning of the association.
- 5.44 Making statements (in any manner whatsoever) to the press or other media without prior permission of the Management.

- 5.45 Fulfilling a task by other employee than the one to whom it has been assigned. In case of absence, the employee has no right to bring another person to replace him, except with the prior consent/permission of Management representative.
- 5.46 Nobody can alter the contents of his job description without prior authorization.
- 5.47 Any other act of commission or omission, which is against the interest of the Employer or subversive of discipline.
- 5.48 Any other act which constitutes an offence under any other law/act in force.
- 5.49 Striking work or adopting go-slow methods, either singly or along with others in contravention of these Service Rules or any statute, law, agreement, memorandum of settlement agreed from time to time and for the time being in force.
- 5.50 Inciting whilst on the premises of the Employer any employee or employees to strike work or adopt go-slow methods.
- 5.51 Collection or conversing or the collection of any money, whatsoever, for purpose not authorized in writing by the Employer within the premises of the Employer.
- 5.52 Drunkenness, fighting, riotous, indecent or disorderly behaviour or conduct likely to cause breach of peace or conduct endangering the life or safety of any other person.
- 5.53 Any act subversive of discipline and efficiency and any act involving moral turpitude committed within the premises of the Employer, and outside if the same has bearing on the services of the employee.
- 5.54 Indiscipline or breach of any rules or instructions for the maintenance and or instructions for the running of any department or maintaining its cleanliness.
- 5.55 Distributing or exhibiting inside the premises of the Employer any newspaper and bill(s), Pamphlets or poster(s) without the previous written sanction of the Management.
- 5.56 Refusal to give evidence in any enquiry against any other employee, charged with any misconduct.
- 5.57 Organizing, attending or holding meetings within the boundaries of the premises or in any of the premises owned by the Employer or in front of the residential premises of the officers of the Employer and in its estate without previous written sanction of the Management.

- 5.58 Threatening or intimidating any employee within the premises of the Employer or outside concerning matters relating to the Employer. Gambling or playing cards, etc., within the premises of the Employer.
- 5.59 Knitting, gossiping within the premises of the employer.
- 5.60 The sale or canvassing for the sale of tickets of chances in any lotteries or raffles within the premises of the Employer.
- 5.61 The sale or canvassing for the sale of any commodity within the premises of the Employer.
- 5.62 The sale or canvassing for the sales of tickets, coupons or other tokens in connection with any scheme for the sale of any commodity or articles within the premises of the Employer without previous written sanction of the employee.
- 5.63 Sleeping or dozing whilst on duty.
- 5.64 Insubordination, malingering, deliberate delaying of work, adopting go slow or work to rule practices or refusing to carrying out the orders.
- 5.65 Using abusive language or slogans against any superior officer or any officer of the Employer within the premises of the Employer.
- 5.66 Resorting to picketing, hunger strike against any officer whether within the premises of the Employer or outside it relating to in the matters concerning the Employer.
- 5.67 Absence from place of work without the permission of the departmental head.
- 5.68 Acceptance of gift from any person connected with business of the Employer.
- 5.69 Lending or borrowing money to or from sub-ordinate employees.
- 5.70 Habitual indebtedness.
- 5.71 Spreading false rumours or giving false information which tends to disrupt the Employer, or its employees (or spreading among the employees).
- 5.72 Speculation in any investment or commodity within the premises of the Employer.
- 5.73 Writing of anonymous or pseudonymous letters criticizing employees/Employer.
- 5.74 Theft of property belonging to other employees inside the premises of the Employer.
- 5.75 Submission or representation to any authority or public-men except through proper channel.
- 5.76 Misbehaviour during the pendency of disciplinary action instituted against him.

- 5.77 Interference, tampering with records, attendance register, etc., either pertaining to himself/herself or to any other employee.
- 5.78 Unauthorized removal or defacement of notices of the Employer at the notice board.
- 5.79 Willful non-co-operation with fellow employee for proper discharge of duty at any time.
- 5.80 Giving interview to press, radio, television without the permission of the Management.
- 5.81 Participation in public discussions, debates, and deliver speech in public pertaining to the affairs or business of the establishment without permission from the competent authority of the Employer.
- 5.82 Reading magazine, novels and other non-professional literature/material during working hours.
- 5.83 Loitering, idling or wasting time during working hours staying within the premises of the Employer after authorized hours of work without permission.
- 5.84 Expectorating or otherwise committing nuisance on the premises of the Employer.
- 5.85 Not wearing the complete uniform provided by the Management, if any, during working hours or wearing the uniform improperly while on duty.
- 5.86 Any attempt or threat to assault or attempt to murder/attack or assault or beating or murder of any employees/officer/ manager of the Employer or any other person/persons who has/had any connection with the organization within or outside the premises of the Employer.
- 5.87 Not disclosing/intimating to the Employer any infectious or sexual/skin /any other disease/contagious disease from which the employee is suffering.
- 5.88 Habitual production of the Medical Certificate for availing of leave.
- 5.89 Having immoral relationship with employee of either sex within the premises of the Employer.
- 5.90 Eve-teasing in the premises of the Employer or transport provided by the Employer, if any.
- 5.91 Any Breach of any of the provisions of the code of conduct will be misconduct.

6.0 DISCIPLINARY ACTION AND PENALTIES

6.1 Without prejudice to the provisions of other regulations, an employee who commits a breach of these Rules or who displays negligence, inefficiency or indolence or who knowingly does anything detrimental to the interests of the Institution or in conflict with the instructions or who commits a breach of discipline or is guilty of any other act of misconduct, or for good and sufficient reasons, shall be liable to any or more than one of the following penalties:

6.1.1 Recovery from pay of the whole or part of any, pecuniary loss by negligence or breach of duties.

6.1.2 Fine

6.1.3 Reprimand

6.1.4 Withholding of increments with or without cumulative effect.

6.1.5 Reduction to a lower stage in the time scale of pay for specified period with further direction as to whether or not the employee will earn increments of pay during the period of such reduction and whether on the expiry of such period the reduction will or will not have the effect of postponing the future increments of his pay.

6.1.6 Reduction to a lower time scale of pay, grade, post or service which shall, unless otherwise directed, be a bar to the promotion of the employee to the time scale of pay, grade, post or service from which he was reduced with or without further directions regarding

6.1.6.1 Seniority and pay in the scale of pay, grade, post or service to which the employee is reduced

6.1.6.2 Conditions of restoration to the time scale of pay, grade or post of service from which the employee was reduced and his seniority and pay on such restoration of their scale of pay, grade, post or service

6.1.7 Compulsory retirement

6.1.8 Dismissal from service which shall ordinarily be a disqualification for future employment.

6.1.9 Removal from service which shall not be a disqualification for future employment.

6.2 No employee shall be subjected to penalties referred in 6.1 except by an order in writing signed by the Secretary of the MGVP Trust.

- 6.3 No such order shall be passed without the charge being formulated in writing and given to the said employee so that he shall have reasonable opportunity to answer them in writing or in person, as he prefers and in the latter case his defense shall be taken down in writing and read to him. Provided that the requirements of this sub-rule may be waived, if the facts on the basis of which action is to be taken have been established in a court of law or court martial, or where the employee has absconded or where it is for any other reason impracticable to communicate with him or where there is difficulty in observing them and the requirements can be waived without injustice to him. In every case where all or any of the requirements of this sub-Rule are waived, the reasons for so doing shall be recorded in writing. During a domestic enquiry, the delinquent employee may be allowed to have the assistance of a co-employee working in the establishment, if he so desires in writing. However, no outsider will be allowed to assist the delinquent employee/ officer in the domestic enquiry.
- 6.4 **Right of appeal:** An employee shall have a right of appeal against any order passed by an authority injuriously affecting his interest
- 6.5 **Appellate Authority-** An appeal shall lie to **The Chairman of Dayananda Sagar Institutions.**
- 6.6 **Suspension:** The disciplinary authority may place any employee under suspension in contemplation of or pending departmental inquiry. Any employee who is suspended from service shall be entitled to subsistence allowance.

7.0 TERMINATION OF AN EMPLOYEE

An employee shall be terminated by the disciplinary authority on the recommendations of the Enquiry committee for the following reasons:

- 7.1 For gross misconduct and refusal to mend.
- 7.2 for subscribing to practices that is in contradiction to those cherished and upheld by the Institution
- 7.3 Being mentally unsound (to be certified by medical doctor of Govt/ Medical college hospital)
- 7.4 Declared insolvent
- 7.5 Found guilty of any criminal offence

- 7.6 False information/declaration given at the time employment or during the course of employment to gain undue advantage.
- 7.7 The services of probationers, Temporary, part-timers, those on contract and on Reemployment to be taken as terminated forthwith without notice, if they get involved in acts of immoral turpitude, crime, arrests, ill health of over 30 days and unbecoming of good and worthy citizens of the country.
- 7.8 An order relating to discharge or termination of service shall be in writing and shall be signed by the Employer/ Management and copy thereof shall be supplied to the employee concerned. In cases of general retrenchment on closing down of office, no such order will be given to individual employees.
- 7.9 No notice or salary in lieu of notice shall be necessary, if the services of an employee are dispensed with for misconduct.
- 7.10 Employees other than those who have service bonds to serve the Employer for a specified period, who wishes to leave the Employer's service, will be required to give the Employer notice as per the terms of appointment.

8.0 ABANDONMENT OF SERVICE

- 8.1 In the event of an employee remaining absent in excess of the period of leave originally granted or subsequently extended he shall lose his/her lien on his/her appointment unless (i) he/she returns within eight days of the expiry of the period of leave and (ii) gives explanation to the Management, of his/her inability to return immediately after expiry of the leave period.
- 8.2 An employee remaining absent without leave for a period exceeding eight days (including holidays or weekly off. etc.) at a stretch shall be deemed to have abandoned the service. In case an employee abandons his/her service or is deemed to have abandoned his/her services, it shall be treated as resignation from the service of the company. If however, the said workman returns within 15 days and gives an acceptable explanation for his/her absence to the Management the absence of the said employee may be excused and he may be re-employed in his/her post without continuity of service, entirely at the discretion of the Management and the employee shall have no right to any claim or challenge the discretion of the Management in this regard.

9.0 RESIGNATION

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

10.0 EMPLOYEE TO GIVE ACCOUNT OF THE EMPLOYER'S PROPERTY:

- 10.1 On termination/resignation of his service, an employee shall give a proper account of all identity cards, clothing, reports and records, papers, books, tools, instruments and other property of the employer in his possession, custody or charge before the last payment of outstanding salary. The value of all shortages and/or damages to the Employer's tools, instruments and other property in the employee's possession, custody or charge shall be recoverable from him and without prejudice to any other mode of recovery, may be recovered by adjustment against whatever dues are payable to him.
- 10.2 Employee will be required to compensate the employer for all losses/damages caused by him to the Employer's official premises and all movable property therein.
- 10.3 Failure to comply with all or any of the above provisions shall entitle the Employer to withhold the employee's dues to make appropriate deductions there from and to take such other action as may be deemed fit, which also includes the initiation of legal proceedings in the Court of law.

11.0 EMPLOYEE CATEGORY

Employee shall be divided into categories as under for leave purposes:-

- 11.1 **Permanent Employees: Teaching and Non-Teaching** Confirmed administrative, Head of institution, Nominated teaching Employee of Head of Institution to help him/her, office, Ministerial, technical and Group D Employee who are in grade.
- 11.2 **Probationers and Fulltime Temporary Employee** -Teaching and Non-teaching Employee who are on probation and temporary/Temporary Employee.

11.3 **Contract and Reemployed Employee** and includes both teaching and non-teaching Employee

12.0 LEAVE POLICY

12.1 FOR TEACHING AND NON TEACHING PERMANENT STAFF

For the sake of clarity all employees are categorized as below:

<ol style="list-style-type: none">1. Sr. EVP/Director/Dy. Directors2. Principals and Vice Principals, Dean3. HODs4. Professor, Associate Professor, Readers, Assistant Professor, Sr. Lecturer, Tutors5. Librarians/ Assistant Librarians/ Library Assistant1. Dental Auxillaries including Dental Technicians, Dental Hygienists, & Dental Radiographer2. All Administrative Staff3. Foremen/Instructors/Assistant Instructors4. Lab Assistants/ Office Assistants/ PA's6. Housekeeping Staff
Eligible for Earned Leave of 20 days
Eligible for 10 days of Sick Leave
Eligible for 15 days of CL

12.2 GUIDELINES

Eligible employees as above have to follow the guidelines as below before proceeding on any type of leave:

12.2.1 CASUAL LEAVE:

1. Till the completion of one year of service at DSCDS, CL @ 1 day per month will be carried forward.
2. After completion of one year, 15 days per annum will be credited and not more than 3 days at a stretch can be availed.

12.2.2 SICK LEAVE:

1. Sick Leave can be availed subject to the production of valid documents like admission/discharge/fitness certificate from a reputed hospital/nursing home.

2. Sick Leave if availed by an employee of vacation staff category, the number of days availed will be adjusted from the vacation leave he or she is eligible.

12.2.3 **EARNED LEAVE:**

1. To avail Earned leave, an employee must have completed one year of service out of which at least he or she should have actually attended 260 days.
2. Earned leave is to be taken not less than 5 days at a time and approval by the concerned authority, should be taken at least a week before proceeding on leave.
3. The intervening Sundays and any declared Holidays will be accounted as Earned leave.
4. Earned leave can be accumulated for not more than 180 days.
5. Employees who avail Earned leave are not entitled to avail any other leave like special leave and vacation leave under any university rules.

12.2.4 **MATERNITY LEAVE:**

1. Married lady Employee who have been confirmed into grade, are only eligible.
2. The maximum period of leave is *135 days* (including all intermediate holidays and vacations)
3. Leave is Eligible for any one child of first two children only.
4. Full pay is payable.
5. Leave cannot be clubbed with any other leave except Earned leave and leave without pay.
6. Not eligible while on extraordinary leave

12.3 EMPLOYEE'S OBLIGATIONS:

1. Employees shall apply leave in the prescribed format and get it approved by HOD/Principal/Director/Secretary before proceeding on leave and an employee can proceed on leave only after written sanctions by the concerned authority. This will be at the discretion of the sanctioning authority, based on work load.
2. An employee cannot resign from the services while he or she is on Earned leave.
3. An employee cannot take up any assignment or gainful employment with another employer or agency during his/her Earned leave. An employee if found violating this rule is liable to be punished including dismissal.
4. Employee should note that the sanction of any type of leave is at the discretion of the management and cannot be claimed as right to go on leave.

12.4 LEAVE - GENERAL INSTRUCTIONS

- 12.4.1 For availing any kind of leave, prior approval by the appropriate leave sanctioning authority is required.
- 12.4.2 In case of emergency or sudden illness, information should reach the Institutional office/HOD/Head of the institution within one working day.
- 12.4.3 Leave cannot be claimed as a matter of right but only as a Privilege. Leave can be refused, revoked or curtailed by the sanctioning authority.
- 12.4.4 If the services of the vacation Employee are required during a vacation beyond 3 days, they will be compensated for the number of days worked during the vacation by crediting of leave. However the maximum credit in the year will not exceed 30 days.
- 12.4.5 Unused earned leave cannot be encashed but can be carried forward to subsequent year
- 12.4.6 Leave without pay may be granted by the Head of the institution, based on the merits of the case in consultation and approval by the Management. However, the leave cannot be availed before sanction. If done, the same will be treated as indiscipline.
- 12.4.7 No leave of any kind will be granted for taking up any other job in India or abroad for any period. If the same has been done in discreet way, the same entails removal from service with no benefits and disciplinary action.
- 12.4.8 If the Employee is already enjoying any higher eligibility, the higher eligibility is continued. If the Employee rejoins, then the present leave rules are applicable.
- 12.4.9 In all the cases of new joining or rejoining, the previous accumulations of any type of leave cannot be added.

12.5 SANCTIONING AUTHORITY

Sanctioning authority for all categories of leave shall be as follows:

- 12.5.1 Head of the institution ---- Management
- 12.5.2 Other Employee: Concerned Head of institution up to 7 days. For periods beyond 7 days, Management is the sanctioning authority.
- 12.5.3 All leave beyond what has been given in the norms shall be sanctioned only by the Management.
- 12.5.4 Extraordinary leave shall only be sanctioned by the Management

13.0 GENERAL TERMS AND CONDITIONS

Following are the other terms and conditions of Service Rules.

13.1 Gratuity

13.1.1. All those working continuously without break and on whole time basis for Five (5) years are eligible for gratuity. The same is not payable to probationers, Temporary for a particular period, part-timers, guest, Reemployed and those on contract.

13.1.2. For teaching Employee, norms similar to KCSR gratuity norms is followed amended from time to time.

13.1.3. For all others: As per Gratuity act, amended from time to time.

13.2 Employees Provident Fund

All eligible employees as per statute are eligible for Management contribution of EPF. Employee's contribution will be deducted and deposited to EPF account along with the Management share.

13.3 Pension –Not payable

13.4 Voluntary retirement

An employee in grade after 15 years of continuous qualifying service is eligible for voluntary retirement with 3 months' notice. The notice period count from the date of acknowledgement of notice. However right to accept the voluntary retirement rest with the Management. Notice, once submitted cannot be withdrawn by the employee.

13.5 Termination Notice Before 15 Years of Qualifying Service

For good sufficient reasons, Management or the employee has the right to terminate employment with three months' notice or salary in lieu.

13.6 Promotions

All promotions will be made by the selection committee nominated by the Management. The committee shall keep in view the past performance, seniority, pending cases, confidential reports, and fitness for the higher post including aptitude. All cases of partiality or recommendations shall be viewed seriously.

13.7 Transfer

The Services of the employees are liable to be transferred to any of the Institutions, offices, either existing now or that may be set up in future by the Management.

13.8 Secrecy

No employee shall take any papers, books, drawings, files, photographs, instruments, apparatus, documents or any other property of the office out of the work premises except with the written permission of the Management, nor shall he in any way pass or cause to be passed, disclose or cause to be disclosed any information or matter concerning the work nor any other confidential documents of the office to any unauthorized person or outsider or to an employee under suspension without the written permission of the Management.

13.9 Exclusive Service

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

13.10 Certificate on cessation of service:

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

13.11 Fitness for Work:

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

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

13.12 Annual Performance or Confidential Reports (ACR)

13.12.1 For continuous monitoring of performance of all categories of Employee, performance appraisal reports shall be done.

13.12.2 It shall highlight the performance, behavior, sincerity, concerns, achievements and fitness in the post and for promotions. The initiating authority shall ensure that the assessment is free from bias and not casual in nature.

13.12.3 The non satisfactory reports curtailing further growth shall be advised to the Employee so that he can improve in future.

13.12.4 For all promotions including career advancement schemes, Employee shall have consistent Good performance appraisal for a continuous period of 3 years preceding the promotion.

13.12.5 For the purpose of promotions, Rating of Good is treated as satisfactory performance.

13.12.6 ACR are maintained as follows.

Employee category	Initial submission	Initiating authority	Accepting authority	Report maintained with
Head of Institution	Employee	Management	Management	Management
Head of Dept / Superintendent/Chief -Librarian	Employee	Head of Institution	Management	Institution
Employee under HOD- Ministerial/Lab asst/teaching & non teaching faculty	Employee	Head of Dept	Head of Institution	Institution
Ministerial/drivers/technical Employee/	Employee	Superintendent	Head of Institution	Institution

13.12.7 For Group D Employee—The controlling Employee at the level of Superintendent/ Engineer/HOD will give an annual report in regard to trustworthiness, performance etc as per guidelines which will be submitted to Head of institution for review and necessary action thereon. The report will be kept at the institution.

14.0 POLICY ON PREVENTION OF SEXUAL HARRASMENT

DSCDS is committed to ensure and provide a safe working environment at the work place and prohibits any form sexual harassment. The policy therefore intends to prohibit such occurrences and also details procedures to follow when an associate believes that violation of policy has occurred within the ambit of applicable regulations regarding sexual harassment. DSCDS shall have an internal complaints Committee (ICC) to specifically address any complaints of sexual harassment.

15.0 CONCLUSION:

15.1 Modification:

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

15.2 Enforcement:

This present administrative document of regulations will take effect as on the 1st June 2015 and it will replace any previous versions of the administrative regulation.

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

15.3 Interpretation

In case of any doubt or difficulty in understanding the clauses of these Rules bye-laws, the Management shall be competent to interpret and decide. The decision of the Management shall be final and binding on the employees.