



**ST JOSEPH ENGINEERING COLLEGE**

Vamanjoor, Mangaluru - 575028

# **SERVICE RULES**



**NON-TEACHING STAFF**





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Vamanjoor, Mangaluru 575 028

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**NON-TEACHING STAFF**



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## **MOTTO**

Service and Excellence

## **VISION**

To be a global premier institution of professional education and research.

## **MISSION**

- Provide opportunities to deserving students of all communities, the Christian students in particular, for quality professional education.
- Design and deliver curricula to meet the national and global changing needs through student–centric learning methodologies.
- Attract, nurture and retain the best faculty and technical manpower.
- Consolidate the state-of-art infrastructure and equipment for teaching and research activities.
- Promote all-round personality development of the students through interaction with alumni, academia and industry.
- Strengthen the Educational Social Responsibilities (ESR) of the Institution.



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# 1. INTRODUCTION

- 1.1 St. Joseph Engineering College (SJEC), Vamanjoor, Mangaluru is the Engineering College started by the Catholic Diocese (Latin Rite) of Mangaluru in the year 2002. Having realized the importance of Technical Education for the Christian Minority students in the Diocese of Mangaluru, Most Rev. Dr. Aloysius Paul D'Souza, the then Bishop of Mangaluru launched the Project. It was on 11th February 2001, that the foundation stone was laid, and the Institution was accorded permission by AICTE in their letter No. 06/06/KTK/ENGG/2002/004 dated 27/05/2002.
- 1.2 The Diocese of Mangaluru is a Christian Religious Charitable Trust, situated at Bishop's House, Kodialbail, Mangaluru 575 003, having its declaration of Trust Deed dated 1st March 1998, which states the objective of the Memorandum of Trust. This Trust is bound by the Canon Law of the Catholic Church. The Bishop of Mangaluru having constituted the Governing Board, to govern the affairs of St. Joseph Engineering College, has approved the guidelines which form the "Service Rules" for the Non-Teaching Staff of St. Joseph Engineering College.

# 2. SCOPE AND APPLICABILITY

- 2.1 These rules will be called 'St Joseph Engineering College (SJEC) Service Rules for Non-Teaching Staff'.
- 2.2 Except where otherwise provided, these rules shall apply to the holders of all non-teaching posts under the St. Joseph Engineering College.
- 2.3 The rules framed hereunder shall be effective from the 22nd Day of June 2019 and shall supersede the service rules which have been in operation until now.
- 2.4 If conditions of employment agreed upon in a contract or appointment order of an employee overlap or are in conflict

in any manner whatsoever with any of the provisions of these Service Rules, terms and conditions as set out in the contract or appointment order of the individual employee will be final and binding.

- 2.5 The Conditions which are not mentioned in the individual contract or appointment order, but which are set out in these Service Rules shall be binding on the employee concerned.
- 2.6 Any Contract of service entered into by an employee of the Institution prior to the coming into effect of these Service Rules shall be deemed to have been entered into by them under these Service Rules and no separate consent of individual employee will be necessary.

### **3. AMENDMENTS AND MODIFICATIONS**

- 3.1 The Governing Board, from time to time, shall make new or additional Rules or amend or repeal any of the Rules and such relevant rules shall be brought to the notice of the non-teaching staff either through office order or circular.

### **4. PUBLICATION AND INTERPRETATION**

- 4.1 These Service Rules will be printed in English and a copy of these rules will be provided to each employee who shall be bound by them.
- 4.2 Ordinarily the interpretation given by the Director or any other person authorized either by the Director or the Governing Board in this behalf shall prevail.

### **5. DEFINITIONS**

- 5.1 **Institution** means St. Joseph Engineering College (SJEC), located at Vamanjoor, Mangaluru, 575 028



- 5.2 **President** means the Bishop of the Catholic Diocese of Mangaluru (Latin Rite).
- 5.3 **Director** means the Director of SJEC as duly appointed by the President.
- 5.4 **Governing Board** means the Governing Board of St. Joseph Engineering College duly appointed by the Bishop of the Catholic Diocese of Mangaluru (Latin Rite).
- 5.5 **Management** means the Director, Assistant Director(s), Principal, Vice Principal, Human Resource (HR) Manager and any other person authorized by the Governing Board in this behalf.
- 5.6 **Selection Committee** means the Committee constituted by the Governing Board for selection of teaching staff.
- 5.7 **Employer** means the Director who is appointed by the Bishop of the Diocese of Mangaluru (Ex-Officio President, St. Joseph Engineering College) as the Chief Executive of the Institution or any other person or persons authorized by the Director who is or are entrusted with the affairs of Managing the Institution on his behalf.
- 5.8 **Head of the Department (HOD)** means the person designated as such by the Director.
- 5.9 **Superior** means a colleague in a higher position
- 5.10 **Department** means a division of the institution dealing with a specific area of activity be it academic or non-academic.
- 5.11 **VTU** refers to Visvesvaraya Technological University, Belagavi.
- 5.12 **AICTE** refers to All India Council for Technical Education, New Delhi.
- 5.13 **Employee** means the non-teaching staff engaged/ appointed by the Employer, through a written order, for hire or reward or payment, but does not include;

- 5.13.1 Any person whose services are temporarily lent to the Institution by any agency, association, congregation or institutions on the conditions agreed upon.
- 5.13.2 Any person doing gratuitous work.
- 5.14 Words importing the masculine gender include the feminine.
- 5.15 Words importing singular include the plural and vice-versa.

## **6. DEPARTMENTS**

- 6.1 The College shall consist of all Departments & Centres conducting Undergraduate, Postgraduate and Research Programmes including Projects as per the VTU guidelines.

## **7. CLASSIFICATION OF EMPLOYEES**

- 7.1 Permanent Employee is an employee who after successful completion of his period of probation has been confirmed on a permanent basis in a substantive or regular vacancy through a confirmation letter from the employer.
- 7.2 Probationary Employee is an employee who is provisionally employed in a vacancy and has not been confirmed on a permanent basis through a letter of confirmation. Initially every newly appointed employee shall be on training for a specified period. After successful completion of training period, the employee will be put on probation for a period of one year. If unsatisfactory, either his service will be discontinued without issuing any notice to him or the period of probation will be extended by such period as deemed fit by the Management. However, the entire period of probation shall not exceed two years.
- 7.3 Temporary or Contract Employee is an employee who has been appointed for a limited period, for assignment

of an essentially temporary nature or who is employed temporarily as an additional employee on a leave vacancy or in connection with temporary seasonal increase in work and who has received a letter of temporary or contract appointment from the Employer.

- 7.4 Part-time Employee is an employee who is appointed for work on a purely part– time basis.
- 7.5 Religious Employee is a member of any religious congregation rendering service in the Institution as per the Agreement between his Superior and the Director of the Institution.

## **8. AGE OF RETIREMENT**

- 8.1 Age of retirement is 58 years. However, in exceptional cases the employee may be re – employed on a contract for a specified period at the discretion of the Director.

## **9. HOLIDAYS**

- 9.1 The Management shall notify the Holidays at the beginning of the Calendar year, which will be in accordance with the government guidelines. The Management shall have the right to make any exceptions, modifications & alterations to the above procedure from time to time as and when it deems fit.

## **10. APPOINTMENTS**

- 10.1 Persons seeking employment in the institution shall apply in writing along with their updated resume with necessary educational certificates & documents, with proof of age and addresses of two referees.
- 10.2 In case where there is no documentary proof of age, the person concerned shall have to submit a sworn declaration or affidavit declaring his date of birth and the same will be final and binding.

- 10.3 Persons below the age of 18 years and above 50 years shall not ordinarily be considered for appointment.
- 10.4 Ordinarily, two persons, related to each other and belonging to one family, will not be appointed.
- 10.5 All appointments made are subject to the condition that the particulars furnished at the time of recruitment are true and if the said particulars are proved to be false, the concerned appointment order is liable to be considered null & void at the discretion of the Management.
- 10.6 The Governing Board shall have the power to decide or consider on the recommendations of the Selection Committee, if any, that a particular post be filled by invitation or by promotion from amongst the members of the staff of the institute.

## **11. GENERAL SERVICE CONDITIONS AND CODE OF CONDUCT OF EMPLOYEES**

- 11.1 Every appointment shall be subject to the conditions that the appointee is certified as being of sound health & mind and physically fit for service. Appointees are required to get the fitness certificate from the Hospital designated by the Institution.
- 11.2 All appointments shall be made only through written orders issued by the Employer stating therein the classification and or category in which the person concerned is appointed containing amongst other things, particulars with regard to the emoluments and the facilities he is entitled to etc.
- 11.3 All newly appointed persons shall be on training ordinarily for a period of six months. If an employee does not perform satisfactorily during the training period his services are liable to be discharged during or at the end of the training period without assigning any reason whatever, and without advance notice or compensation.

- 11.4 On successful completion of training period of six months an employee shall be put on probation for one year and the said probationary status is likely to be extended for another 6 months if subjectively considered necessary at the discretion of the Director. However, the entire period of probation shall not exceed two years with the further condition that his services are liable to be discharged during or at the end of either the initial or extended period of probation without assigning any reason whatever, or advance notice or compensation if the Director feels that his services are not satisfactory on his own wisdom.
- 11.5 The performance of newly appointed employees will be assessed through the Performance Appraisal System introduced by the College from time to time.
- 11.6 All employees who have satisfactorily completed their period of initial or extended probation shall be confirmed on a permanent basis in writing by the Employer.
- 11.7 The Management reserves the right to grant additional increments to the employees for having acquired higher academic qualifications beneficial for the performance of the day to day work in the Institution or for outstanding performance of work in the Institution.
- 11.8 When the initial pay of an employee has to be fixed in a different scale consequent to the revision of pay scale or promotion, such initial pay will be fixed at the next higher stage above the pay he was drawing at the time in the existing scale, making allowance for increments due to the employee in the existing scale.
- 11.9 It shall be exclusive prerogative of the Management to decide from time to time the number of posts under various cadres and also the mode of filling up any vacant post. If, however, any such vacancies are to be filled up, all other things being equal, preference may be given to an existing employee consistent with his qualification, efficiency and seniority.

- 11.10 The Services of the employee are liable to be transferred to other departments or laboratories as per the requirement of the Institution.

## **12. ABANDONMENT OF SERVICE**

- 12.1 If an employee remains continuously absent for a period of ten days without any intimation or remains absent for a period of 10 days beyond the period of leave originally granted, or subsequently extended, he shall be deemed to have resigned on his own accord from service of the Institution unless he returns within five days after the expiry of the said ten days and explains in writing to the satisfaction of the Employer, the reason for his unauthorized absence.

## **13. CONVICTION BY COURT**

- 13.1 If an employee is convicted by a Court for an offence involving moral turpitude, his services will be terminated by the Management of the Institution and he will not be re-employed at any point of time in the future.

## **14. RESIGNATION**

- 14.1 An employee desirous of leaving the service of the Institution shall give one month's notice in writing to the Management of the Institution of his intention to resign or shall pay to the Management one month's salary in lieu of notice period.
- 14.2 It is to be understood that the notice period specified above is for the benefit of the Management to make alternate arrangements to attend to the duties of the employee intending to resign, and not to continue the said employee in employment, and therefore the Management, at its discretion, may waive the requirement of notice period

altogether or any part thereof, if it deems fit, in which event, the employee concerned shall be relieved from his duties on the date specified by the Management in the letter of acceptance of resignation without any financial implications or obligations on either side, i.e. to say that the Management shall not be liable to pay or claim nor the employee is entitled to receive or claim any amount either towards the entire notice period or any portion thereof.

- 14.3 In case, the Management does not desire to exercise its discretion to waive the notice period with regard to a letter of resignation, the employee concerned shall be bound by the above clause (14.1) and either continue serving in the Institution during the notice period of one month or pay to the Institution an amount of one month's salary in lieu thereof.

Provided that if the employee concerned, ceases attending to his duties and obligation of serving the Institution during the notice period, or fails to pay the amount in lieu of notice period as required above, the Management will be entitled to recover the amount towards the entire notice period or any part thereof as the case may be, with interest at the rate of 15%p.a. on the amount due from the date of the default on the part of the employee till the same is realized or paid.

Provided further that in any case an employee shall not be entitled to claim any adjustments or set off with regard to amounts to be paid by him in lieu of notice period as provided above.

- 14.4 No resignation shall be complete unless and until accepted in writing by the Employer
- 14.5 The employee shall obtain and submit 'no dues' certificate from all the departments of the institution certifying that he does not have any sort of dues to the institution and only thereafter the exit formalities be processed.

## **15. SERVICE CERTIFICATE & EXCLUSIVE SERVICE**

### **15.1 Service Certificate**

Every employee desirous of having a Service Certificate will apply for it at the time of leaving the service. The Management may issue it if it is satisfied that there are no dues of any kind by the employee to the Management. This entitlement is only once and it is at the time of leaving the service. However, service certificate may also be issued earlier in service at the discretion of the Management provided the Management is satisfied of its authenticity of the need to issue it.

### **15.2 Exclusive Service**

No employee of the Institution shall work for any other employer in whatsoever manner, without written permission of the Employer. Knowledge of such engagement elsewhere shall be sufficient ground for termination of his service from the Institution.

## **16. HOURS OF WORK**

- 16.1 Employees are ordinarily required to work from 8.30 A.M. to 5.15 P.M. from Monday to Friday in a week. However, on Saturdays, the College will be working full day on second and fourth Saturday, and half day on the fifth Saturday of every month. Consequently, the first and third Saturdays of every month will be full day holidays. These timings are inclusive of a 45 minutes lunch break in between. However, the duty hours in different departments or sections are to be followed as per rules and changes which may be made from time to time for the smooth running of the Institution.
- 16.2 Duties in the College are classified as Day duty or Night duty or Shift duty or Call duty or Break duty by the management and employees are required to work on any of them in accordance with the need of the Institution.



- 16.3 Employees are required to mark their attendance through Bio-Metric System as advised by the Department of Human Resource from time to time.
- 16.4 Attendance of all the employees shall be marked in their respective attendance registers maintained in the Administrative Office or at the Department Office in the morning and afternoon session separately.
- 16.5 On arrival for duty, the employees shall initial their names against the appropriate date and session in their respective attendance registers. The Attendance Register will not be available for such initials after lapse of five minutes from the time fixed for the Commencement of Duty.
- 16.6 All Employees should be punctual for their respective duty. However employees arriving for duty late but within half an hour from the time fixed for commencement of duty in the Department will be allowed to attend duty only after getting written consent of the Principal or any other person authorized on this behalf, and the time of arrival will be noted below their initials. If the instances of late coming exceed thrice a month, casual leave for one day would be deducted.
- 16.7 No employee reporting late by more than half an hour but not later than one hour from the time fixed for commencement of duty in the Department will be allowed to attend duty during that session unless he gets permission from the Director and the employee concerned shall hand over such written permission to his Head of the Department before commencing his duty.
- 16.8 Employee presenting for duty later than one hour from the time fixed for commencement of duty will not be permitted to attend duty for that session but will be considered as on casual leave or leave on loss of pay for the day.
- 16.9 All Employees are expected to be at their place of work

throughout their duty timings. They should finish their respective work for the session and emergency work, if any, before leaving their place of duty.

- 16.10 Employees on shift shall leave their place of duty only after they are relieved by the respective employee on the next shift and after reporting to their Departmental Heads.
- 16.11 Any employee found absent from his place of work during working hours without prior permission of the Head of the Department or as provided for herein above, is liable to be treated as absent during the entire session of such absence.
- 16.12 In the event the Head of the Department is not available to obtain such permission, the employee concerned shall enter the fact of his temporary absence from the work place in the Movement Register maintained in the Department for the purpose.

## **17. STANDARDS OF CONDUCT AND DISCIPLINE**

- 17.1 All employees of the Institution at all times have to maintain high standards of conduct and shall always behave in a sober manner, tempered with kindness, friendliness and understanding with all fellow employees. They are to refrain from gossiping, loud talking or any other misbehavior that could be disturbing the co-workers.
- 17.2 Employees should always be neatly dressed in clean clothes while on duty. Employees who have been provided with uniforms and equipment according to the nature of their work must wear them or use them only while on duty.
- 17.3 Employees shall carry out their daily duties faithfully under the direction of their immediate superiors and shall obey the instructions and directions, whether written or oral, given to them from time to time. Insubordination and/or willful disobedience of orders of superiors shall be considered as serious misconduct.

- 17.4 Employees shall observe the instructions put up on the notice boards or communicated to them from time to time by their Superiors or Head of the Department. Such orders shall be deemed to have been served on the employees for whom they are intended to and hence, every employee shall make himself familiar with the day to day communications displayed on the notice boards of the Institution.
- 17.5 Employees are required to accept any work, normally falling under the category of employment assigned to them by the Employer or Principal or the Head of the Department or Superiors, besides the main routine work allotted to the particular post held by them, keeping in mind that the Institution is service-oriented and needs the dedicated work of all employees to realize its goals. Such work within working hours will not entitle them for any extra remuneration.
- 17.6 Every incident out of the ordinary or any emergency arising in the Institution shall be immediately reported to their respective Superiors or to the Management.
- 17.7 All employees using instruments, equipment and other appliances shall replace them in their proper places and every breakage and / or damage caused shall be reported immediately to their immediate superior in the Institution.
- 17.8 Every employee is expected to take sufficient care of the property, materials, instruments, equipments etc. of the Institution. Where damage or loss is caused to them by the negligence of / or misuse by the employee, he is liable to make good such loss or damage to the Institution, besides being liable to be penalized, according to the nature of damage or loss.
- 17.9 No article, except personal belongings, shall be brought in or taken out by an employee from the premises of the Institution without the permission of the Employer. Any pilferage will be considered as misconduct.

- 17.10 All employees are required to sport their identity card while on duty.
- 17.11 While on duty, designated employees who are required to wear Personal Protective Safety Equipment shall do so without exception whatsoever.

## **18. PAYMENT OF SALARY**

- 18.1 Employees shall be paid their salary on the fifth working day of every succeeding month through the Bankers of the institution by credit to their bank accounts. If the fifth day of the month happens to be a holiday / Sunday or a bank holiday, then the salary shall be paid on the next working day.
- 18.2 The salaries and allowances, if any, of all employees shall be paid subject to the following deductions:
  - 18.2.1 Statutory deductions.
  - 18.2.2 Recoveries towards loans / advances obtained from the Management.
  - 18.2.3 Deductions required to be made as per orders of the Government or Court or other competent Authorities.
  - 18.2.4 Deductions for amenities such as house, room, food, etc. if provided by the Institution.
  - 18.2.5 Deductions to make adjustments with salary advances, extra amounts paid earlier by error, if any.
  - 18.2.6 Deductions for damage or loss of property, equipments, belongings of the Institutions or for loss of money which he is required to account for, if the damage or loss is due to his negligence.
  - 18.2.7 Deductions for absence from duty without permission on loss of pay.

18.2.8 Penal deductions imposed through a written order by the Employer.

**18.3 Provident Fund:**

Eligibility to the statutory Provident Fund and related schemes shall be determined as per the Provident Fund Act 1925 and Rules in force from time to time.

**18.4 Gratuity:**

All employees, except those re-employed after superannuation, shall be eligible for Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

**18.5 ESI Benefits:**

All employees who draw monthly salary of Rs. 21,000/- and below are eligible for ESI benefits as per the ESI Act 1948.

## **19. STAFF WELFARE FUND**

19.1 Non- Teaching Staff are eligible for staff welfare fund loan as per the norms of the institution.

## **20. INCREMENTS**

20.1 The Annual increments of all the employees will fall due on 1st of January or 1st of July every year as the case may be without prejudice to the right of Management to withhold the same for any period thereof for dereliction of duty, inefficiencies of any kind, misdemeanours or misconduct.

## **21. LEAVE FACILITIES**

21.1 Leave of any kind cannot be claimed as a matter of right with the discretion to refuse or to revoke the leave rests with the Director.

21.2 All kinds of leave other than Casual Leave are to be sanctioned by the Director before the employee proceeds

on leave except in the case of emergencies. Under emergency conditions, the Assistant Director(s) or Principal or Vice Principal or HOD may permit the employee to proceed on leave. However, such leave is to be sanctioned by the Director and the salary be paid to the employee after sanctioning of leave.

21.3 All permanent employees, subject to the following conditions, are eligible for the following leave benefits:

21.3.1 Casual leave of 15 days per year (Jan - December)

21.3.2 On duty leave may be availed after due sanction from the Authorities in deserving cases.

21.3.3 Earned leave of 30 days with full pay.

21.3.4 Maternity leave

21.4 Leave benefits for categories of employees other than permanent shall be as mentioned in their respective letter of appointment.

## 21.5 **CASUAL LEAVE**

21.5.1 All permanent employees are entitled for 15 days of casual leave with full pay in a calendar year to be availed of for half day or full day. Casual leave could be availed continuously for a maximum period of 3 days only.

21.5.2 Employees who are confirmed or have joined the service during the calendar year shall be eligible for casual leave proportionate to the remaining period of the year.

21.5.3 The casual leave may be combined with Sundays or other authorised holidays provided that the resulting period of absence from duty does not exceed 5 days for the employee. But in calculating the total leave, the holidays and Sundays will not be taken into account. When

applying for casual leave combined with Sundays or other authorized holidays, mention must be made of the holidays and permission to avail the same must be sought if the employee is required to be on call duty on such holiday.

21.5.4 Other than clause 21.5.3 above, casual leave cannot be combined with any other kind of leave of whatsoever nature.

21.5.5 Casual leave shall not be accumulated beyond the calendar year and all unavailed casual leave shall lapse at the end of the calendar year.

## 21.6 **EARNED LEAVE**

21.6.1 All permanent non-teaching employees are eligible for 30 days of earned leave in a calendar year. Earned leave will accrue at the rate of 2½ days for every completed month of service provided the employee concerned has worked for a minimum of 25 days in that month including the period of sanctioned leave with pay. The period under leave without pay will not be considered as service period for calculation of earned leave.

21.6.2 Employees confirmed or joining during the calendar year shall be eligible for earned leave proportionate to the remaining period of the calendar year from the date of their confirmation or employment.

21.6.3 Earned leave cannot be availed of for a period of less than 3 days at a stretch. Whenever any employee desires to avail earned leave, application should be submitted at least 7 days before the date on which the applied for leave is to commence.

- 21.6.4 Earned leave can be accumulated for a maximum period of 60 days. All leave beyond this period will automatically lapse.
- 21.6.5 Employees are advised to avail earned leave in proper time, according to the convenience of their departmental routine and they are expected to co-operate with the departmental heads in the preparation of the departmental leave rosters at the beginning of every calendar year.
- 21.6.6 Earned leave admissible shall be inclusive of all holidays occurring during the period. If holidays precede or follow the sanctioned earned leave, such holidays shall not be considered as days of leave.

## 21.7 **MATERNITY LEAVE**

- 21.7.1 Women employees are eligible for maternity leave and benefits as per the provisions of the Maternity Benefit Act, 1961 provided that such benefit shall be restricted to first two child births only.
- 21.7.2 Maternity leave cannot be combined with any other type of leave.
- 21.7.3 No casual leave or privilege leave will accrue during the period of maternity leave.
- 21.7.4 The period of probation if any, will be extended by the period for which maternity leave is availed.
- 21.7.5 An employee has to join duty immediately after maternity leave & work for a minimum period of 6 days before applying for any other leave.



## **22. ENCASHMENT OF EARNED LEAVE**

- 22.1 Earned leave can be accumulated for a period of 60 days. All leave beyond this period will automatically lapse.
- 22.2 There should be 60 days of earned leave at the credit of the applicant while applying for encashment.
- 22.3 After encashing 30 days of earned leave, these 30 days of encashed leave will be deducted from the earned leave account.
- 22.4 The leave encashment facility is allowed once in two years.
- 22.5 The leave encashment will be allowed at the discretion of the Director. An application should be made through proper channel with 15 days notice.
- 22.6 If approved, this payment will be credited to their account.

## **23. MOVEMENT REGISTER**

- 23.1 Permission to go out of the campus for official work should be obtained from the Principal after approval from the Head of the Department. Entries for the same are to be made in the movement register kept in the respective departments.

## **24. LEAVE WITHOUT PAY**

- 24.1 Leave without pay is not a good practice and generally is discouraged. If leave without pay is absolutely required by any staff member, it must be applied for, by an employee, in a separate sheet of paper clearly explaining the reason for such leave to the satisfaction of the Management. Reasons like urgent work or personal work or private work are not accepted.
- 24.2 Leave without pay admissible shall be inclusive of all Sundays and holidays occurring during the period. If Sundays or holidays precede or follow the sanctioned

leave without pay they will not be considered as days of leave without pay.

- 24.3 Leave without pay cannot be combined with any kind of leave. The sanctioning authority for leave without pay is Director or anyone authorized by him.
- 24.4 Leave at the credit of the employee shall be availed first, after which, leave on loss of pay shall be sought for or permitted.

## **25. LEAVE RULES**

- 25.1 Leave of any kind cannot be claimed as a matter of right but may be availed of only after due sanction by the Employer or the Sanctioning Authority or the person authorized in this behalf.
- 25.2 Normally not more than 1/3rd of employees can avail of any leave in any Department at a time.
- 25.3 Grant of leave will be governed by exigencies of service and the arrangement that can be made by the Department Head concerned for efficient discharge or the duties of the absentee, during the period of his leave.
- 25.4 Leave of any kind shall be applied for in the prescribed form made available through their Departmental Heads.
- 25.5 Every leave application should be forwarded to the leave Sanctioning Authority through proper channel.
- 25.6 Application for leave for 3 days or less shall be made at least 24 hours prior to the time from which the leave is required, except in cases of exceptional circumstances beyond the control of the employee. Application for such leave shall be cleared as early as possible but not later than 12 hours from its submission.
- 25.7 Application for leave for any period beyond 3 days shall be made at least 7 days prior to the day from which leave is to commence.

- 25.8 No leave shall be considered as granted unless sanctioned in writing by the Sanctioning Authority.
- 25.9 In case of unforeseen emergency, such as sudden illness or death of a near relative, leave may be availed of in anticipation of sanction, provided concurrent information is given to the Principal or the Director stating the reason thereof. It shall be the duty of the employee concerned to apply for leave at the earliest opportunity and substantiate his absence through valid reasons. If the reasons and circumstances stated are found to be frivolous or false, such an act shall be considered as misconduct and in addition, the period may be treated as absence.
- 25.10 No employee on leave shall take up service of any kind anywhere during his period of leave without obtaining due sanction in writing from the employer.
- 25.11 Extension of leave already granted is ordinarily not allowed. If however, extension of leave is required, application for extension of leave must be submitted and approved by the Sanctioning Authority before the expiry of leave already sanctioned.
- 25.12 All employees must specify their address during leave period in the leave application form so as to enable the Sanctioning Authority to communicate with him in case of need or emergency. Any subsequent change in such address shall also be intimated to the Sanctioning Authority. After availing any leave which exceeds more than 10 days, the employees shall give a joining report in writing in the prescribed form which is appended hereto while rejoining duty.
- 25.13 Overstay of sanctioned leave will be treated as leave without pay and may lead to break in continuity of service and termination.
- 25.14 The leave entitlements of employees of vacation

departments (i.e. departments where regular vacations are allowed during which those serving in them are permitted to be absent from duty) are the same as those serving in non-vacation departments, except in respect of 'earned leave'.

- 25.15 General holidays will be as per the VTU guidelines.
- 25.16 The Management has the right to make any exceptions, modification and alterations to the above procedure from time to time.

## 26. LEAVE SANCTIONING AUTHORITY

- 26.1 Leave Sanctioning Authority for different kinds of leave to different categories of employees is indicated here below:

<b>Category of Employees</b>	<b>Type of Leave</b>	<b>Sanctioning Authority</b>
Lab Instructors/ Administrative/ Supportive staff	Casual Leave	Head of the Department
	On Duty Leave, Earned Leave, Maternity Leave, Leave Without Pay	Head of the Department/ Principal/ Director

## 27. MISDEMEANOUR

- 27.1 Without meaning to be exhaustive, the following acts of commission or omission may be treated as misdemeanour:
  - 27.1.1 Discourtesy to outsiders
  - 27.1.2 Habitual uncleanliness
  - 27.1.3 Careless work.
  - 27.1.4 Laziness and inefficiency.
  - 27.1.5 Smoking in areas where it is prohibited.
  - 27.1.6 Non-observance of Departmental duty hours.

- 27.1.7 Loitering in the Institutional premises.
  - 27.1.8 Committing nuisance in the Institutional premises.
  - 27.1.9 Absence without leave from the appointed place of work.
  - 27.1.10 Quarreling with others within the premises of the Institution.
  - 27.1.11 Sleeping while on duty.
  - 27.1.12 Not wearing uniform while on duty and wearing uniform provided by the Institution while not on duty.
  - 27.1.13 Not wearing one's identity card while on duty.
  - 27.1.14 Usage of mobile/social media/listening to online music through internet/computer while at work.
- 27.2 An employee found guilty of misdemeanour may:
- 27.2.1 Be warned or censured; and / or
  - 27.2.2 Have an adverse remark entered in his personal record.

## **28. MISCONDUCT**

- 28.1 Without meaning to be exhaustive, the following acts of commission or omission shall be considered as misconduct:
- 28.1.1 Insubordination or disobedience to the orders of the superior staff member, whether alone or in combination with others.
  - 28.1.2 Striking work, either alone or along with other employees, in contravention of provisions of any central or state legislation.
  - 28.1.3 Inciting other employees to strike work in contravention of provisions of any central or state legislation.

- 28.1.4 Collection of money within the premises of the Institution, for purposes not sanctioned by the Employer.
- 28.1.5 Distribution of any hand bills, pamphlets, posters etc., inside the premises of the Institution without previous written permission of the Employer.
- 28.1.6 Threatening, intimidating or abusing colleagues or superiors while on duty.
- 28.1.7 Insubordination, loitering or deliberate delay in performance of duty or in carrying out orders of the superiors.
- 28.1.8 Holding meetings inside the premises of the Institution without prior written permission of the Employer.
- 28.1.9 Slowing-down in performance of work, or inciting others to slow down.
- 28.1.10 Promotion of discontentment and disloyalty among the employees towards the Institution.
- 28.1.11 Canvassing for any political activities, while on duty or while in the premises of the Institution.
- 28.1.12 Posting or removing any bulletin from the notice board without the prior written sanction of the Employer or person authorised for the purpose.
- 28.1.13 Refusing to obey orders of transfer.
- 28.1.14 Refusing to acknowledge any communication from the Management
- 28.1.15 Indulging in heated arguments with co-employees, visitors in the premises of the Institution.
- 28.1.16 Refusal to offer himself for questioning by the Employer or by any other person in charge of the Institution in the absence of the Employer.

- 28.1.17 Wrongful confinement of an Officer or Officers of the Institution in order to make him yield to demands or disputes.
- 28.1.18 Possession of lethal weapons, except the tools required for the performance of duty.
- 28.1.19 Refusal to sign any documents, forms or registers kept or maintained for the purpose of daily record of routine matters.
- 28.1.20 Non co-operation with co-employees in proper discharge of duties.
- 28.1.21 Writing or publishing any article affecting adversely the reputation of the Institution.
- 28.1.22 Not obtaining minimum Annual Performance Indicator (API) points under the Performance Based Appraisal System (PBAS) during three consecutive years or in any three years within a period of five consecutive years.
- 28.1.23 Theft, fraud or dishonesty in connection with Institution's business or property.
- 28.1.24 Demanding, taking or giving bribes, tips or gifts or any illegal gratification whatsoever.
- 28.1.25 Absence without leave for more than ten consecutive days or habitual absence without leave or overstaying sanctioned leave without sufficient ground or proper and satisfactory explanation.
- 28.1.26 Habitual late attendance.
- 28.1.27 Habitual breach of any rules, regulations or work norms prevalent in the Departments or of Rules & Regulations of Service of the Institution. .
- 28.1.28 Carrying on money lending or any other private business within the premises of the Institution.

- 28.1.29 Drunkenness or riotous or disorderly behaviour during working hours in the premises of the Institution or commission of any act subversive of discipline within the Institution's premises.
- 28.1.30 Negligence of duty.
- 28.1.31 Habitual repetition of any act or omission for which fine may be imposed.
- 28.1.32 Willful breakage or damage to the properties of the Institution.
- 28.1.33 Unauthorised use or occupation of quarters and refusal to vacate the same when called upon to do so by the Employer.
- 28.1.34 Indiscipline or habitual breach of regulations regarding smoking, absenting oneself from place of work and the use of abusive or obscene language.
- 28.1.35 Gambling within the premises of the Institution.
- 28.1.36 Tampering with records, attendance registers, disclosing to any unauthorised persons confidential facts or figures about the Institution's activities.
- 28.1.37 Any act of immorality within the Institution's premises.
- 28.1.38 Taking away any item or article belonging to the Institution or any such pilferage by an employee.
- 28.1.39 Withholding of information regarding any changes that affect the employee from the time of joining duty, such as change of address, marital status, dependency, such and so forth.
- 28.1.40 Wasteful or negligent practices in the use of Institution's property or facilities.



- 28.1.41 Violation of established safety practices on the premises of the Institution.
- 28.1.42 Fighting or quarreling inside the Institution.
- 28.1.43 Inefficiency or habitual mistakes in work.
- 28.1.44 Concealment of any facts which would have prevented an employee being employed initially.
- 28.1.45 Breach of any of the provisions of these Service Rules.

## **29. PUNISHMENT**

- 29.1 An employee found guilty of misconduct may after due enquiry as provided herein:
  - 29.1.1 Be dismissed from service; or
  - 29.1.2 Be demoted to lower cadre; or
  - 29.1.3 Suspended for any period not exceeding four days without wages or salary; or
  - 29.1.4 Be fined; or
  - 29.1.5 Have his increment stopped for a period not exceeding a year; or
  - 29.1.6 Be warned or censured or have an adverse remark entered in his personal record; or
  - 29.1.7 Have his misconduct condoned; or
  - 29.1.8 Be discharged from service.
- 29.2 While imposed any of the above punishments, gravity of misconduct proved and also the past record of the employee shall be taken into consideration by the Employer.

## **30. DISCIPLINARY PROCEDURE & SUSPENSION-PENDING ENQUIRY**

### **30.1 Disciplinary Procedure:**

- 30.1.1 An employee against whom disciplinary action is proposed to be taken should be given a charge-sheet by the Employer, clearly setting forth the circumstances of misconduct, if any, and a written explanation within seven days of the receipt of the charge-sheet shall be given by the employee concerned.
- 30.1.2 The concerned employee shall also be given an opportunity to answer the charges at the time of an enquiry before an Enquiry Officer appointed by the Employer, the date and the time being fixed with sufficient notice to such employee to prepare and give explanation and also to produce any evidence that he wishes to tender in his defence.
- 30.1.3 Any notice, order, charge-sheet or communication which is meant for a charge-sheeted employee should be in English. In the case of an absentee employee, notice shall be sent to him by registered post with acknowledgement due to the latest address provided by the said employee. If an employee refuses to accept any communication in connection with disciplinary proceedings when it is sought to be served on him, exhibiting of the said communication on the notice board will be deemed as sufficient service of the same on the employee concerned.
- 30.1.4 If the employee concerned fails to appear before the Enquiry Officer at the appointed time and place without showing sufficient cause for his absence to the satisfaction of the Enquiry Officer, then the enquiry will be held exparte.

- 30.1.5 During the enquiry, the employee shall be permitted to produce witnesses in his defence, and cross examine any witness that may be examined in support of the charge.
- 30.1.6 The employee concerned may be permitted to take the assistance of one of his co-employee, if he so desires, in writing.
- 30.1.7 On conclusion of the enquiry, the Enquiry Officer shall submit to the Disciplinary Authority his reasoned written findings on the charges enquired into by him, along with all records of the enquiry including the oral & documentary evidence brought on record by either side during enquiry.
- 30.1.8 On receipt of the findings, the Disciplinary Authority having gone through it shall, stating his reasons, either accept or reject the findings and communicate the same to the employee concerned along with a copy of the findings of the Enquiry Officer, proposing the action intended to be taken against the employee concerned, affording him reasonable opportunity to submit his representation/explanation, if he so desires within the time set in the said proposal.
- 30.1.9 On consideration of the representation/explanation, the Disciplinary Authority will finalize his decision and communicate the same to the employee concerned
- 30.1.10 The employee on whom punishment is imposed consequent to disciplinary proceedings conducted against him as provided herein, may appeal to the Governing Board of the Institution within thirty days from the communication of the order of punishment. The intended appeal shall be forwarded through the Employer, and the

Governing Board or any member or members thereof delegated in this respect shall dispose of the appeal within three months of the date of the receipt of such appeal.

30.2 Enquiry is not necessary if and when the employee makes a voluntary admission of his guilt in reply to the aforesaid charge-sheet. However, if the employee concerned requests a hearing regarding the nature of the punishment such hearing may be given.

30.3 **Suspension-pending enquiry:**

30.3.1 When the misconduct is of a very serious nature the Employer may suspend the employee from duty till the disciplinary proceedings conclude. During such period of suspension, the employee concerned shall not leave station, except with the written permission of the Employer.

30.3.2 During the suspension period, the employee shall be paid a subsistence allowance amounting to 50% of his basic pay during the first 90 days, the rate of subsistence allowance shall be increased to 75% of his basic pay thereafter. Provided that where the disciplinary proceedings are prolonged on account of any reasons attributable to the employee concerned and therefore the suspension period exceeds the first 90 days, then the rate of subsistence allowance for the period exceeding the said 90 days shall be only 25% of basic pay of the employee concerned.

30.3.3 If the employee is exonerated of the charges made against him, he shall be entitled for his total salary from the date of his suspension. In the event of his dismissal, the same shall become effective from the date of suspension and he will not be eligible for any other payments except the subsistence allowance already paid to him.

## **31. GRIEVANCE PROCEDURE**

- 31.1 Grievances or complaints, if any, arising out of employment may be submitted in writing by an employee addressed to the Employer.
  - 31.1.1 Normally such grievances or complaints shall be forwarded through the 'proper channel' i.e. through the respective Head of Department by the employee concerned.
  - 31.1.2 However, if the grievance or complaint has anything to do with Head of the Department, then it should be channelised through the next higher official.
  - 31.1.3 On receipt of such grievance or complaint, the employee concerned shall be issued an acknowledgement by the recipient official.
  - 31.1.4 If he so desires, simultaneously with handing over the grievance or complaint as provided for above, the employee may also send a copy of the same to the Employer.
  - 31.1.5 The grievance or complaint shall be forwarded immediately by the recipient official through the proper channel, and while doing so, comments concerning the subject of complaint may be set out by the higher officials in a sheet to be attached to the complaint.
- 31.2 The Employer may in his discretion either himself attend to the grievance or entrust it either to a committee or any other person to investigate and report
  - 31.2.1 Normally the decision of the Employer shall be communicated to the employee concerned in writing at the earliest but not later than one month from date of its receipt.

Provided in exceptional cases or circumstances, communication of the decision may be delayed beyond the one-month period at the discretion of the Employer, for reasons to be noted.

Provided further that the decision of the Employer so rendered shall be final and binding.

## **32. PERFORMANCE BASED APPRAISAL SYSTEM (PBAS)**

- 32.1 All confirmed employees shall be assessed and evaluated by the reporting authorities every year through a Performance Based Appraisal System as devised and notified by the Management from time to time.

## **33. SEXUAL HARASSMENT**

- 33.1 Provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act 2013 shall apply.





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# COLLEGE ANTHEM

Joesphites, we march together holding hand in hand  
In service with excellence as one united band  
Brighten shall we our world, that's our endeavour  
Lighnten one another's burdens, we will strive for ever.

Excellence and Service, high up our motto hold  
In St. Joseph's foot-steps to walk, we all make bold  
Josephites together, we'll build a world of peace  
Brothers, sisters, all united, one in thoughts and deeds.

Technical manpower will meet ever changing need  
Competence, love and skill, will be great boons, indeed  
Creation, innovation in God's wide, holy world  
Will make us instruments of Peace and sweetest Joy untold

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## St Joseph Engineering College

(Affiliated to VTU, Belagavi and recognised by the AICTE, New Delhi.  
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