



KARNATAK LAW SOCIETY'S

SERVICE RULES – 2003.

(AS AMENDED UPTO 10th April 2013)

CHAPTER NO. 1

TITLE , COMMENCEMENT AND APPLICATION

- a) These Rules shall be called Karnatak Law Society's Service Rules 2003 (As Amended upto April, 2010) for the Employees (not covered by Govt. Salary Grants) working in the institutes run by Karnatak Law Society.
- b) These Rules shall be deemed to have come into force with effect from 01-04-2010.
- c) The appointment and service conditions of employees (not covered by Govt. Salary Grants) working in the Institutions run by the Karnatak Law Society shall be governed by these Rules.

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16/9/2014

CHAPTER 2 DEFINITIONS

1. Society means the Karnatak Law Society, Belgaum

2. Employee means an employee who is not covered by the Govt Salary Grants. and includes any person appointed by the Appointing Authority in any capacity either teaching or non teaching and includes any employee already appointed and serving in any of the institutions run by the Karnatak Law Society but does not include person engaged on daily wages or visiting faculty engaged on payment based on hourly rates. An employee may be a *Confirmed* employee or a contractual employee or a *Probationary* employee.

a) **Contractual employee** means an employee who is appointed on a contractual basis for a specific duration of period or for a duration required to complete a specific job or assignment, subject to the terms and conditions specified by the appointing authority in the letter of appointment.

b) **Probationary employee** means an employee who is serving his probationary period.

c) **Confirmed Employee** means an employee who has satisfactorily completed the period of probation and whose services have been *Confirmed* by an order of the Chairman of the Board of Management.

3. Probationary Period means -

(i) In case of an employee who *has initially joined* as a contractual employee, a period of three years or a *lesser* period of service completed by the employee which is deemed by the Board of Management to be the probationary period.

(ii) In case of an employee whose first appointment is *not as a contractual* employee, a period of one year from the date of appointment or such other extended period (such extension not to exceed one year) during which he is on probation as stated in the order of appointment or in any other subsequent order.

(Note: The BOM may waive the condition of probationary period where it deems fit)

4. Vacational Employee means an employee who is eligible to avail vacations.

5. Non vacational employee means an employee who is not eligible to avail the vacations

6. Teacher or Member of the Teaching Staff includes Principal, Professor, Reader / Selection grade Lecturer, Associate / Assistant Professor, Sr. Lecturer / Lecturer, Physical Director / Librarian / or such other similar category recognized as teacher or member of teaching staff by the Government or University or All India Council for Technical Education (A.I.C.T.E) or University Grants Commission (U.G.C) or Central Board of Secondary Education (CBSE) or Medical Council of India (MCI) or the Board of Management of the Society.

7. Non Teaching Staff includes Registrar, Finance Manager / Officer, Accounts / Administration Manager, Network / System Administrator / Supervisor, Site Engineers, Office / Accounts Supdt, Foreman, Instructor, Asst. Instructor, Mechanic, FDA, Asst. Librarian, SDA, Stenographer, Receptionist, Typist, Storekeeper, Driver, Electrician, Plumber, Carpenter, Moulder, Peon / Attender / Helper, Aya, Scavenger or such other similar category recognized by BOM of the Society.

8. Management means Board or BOM (Board of Management of the Society) or the Governing Councils elected by the Members of the General Body of the Society.

9. Salary means :

a) In case of a *Confirmed* employee :-
the monthly basic pay and other allowances attached to the position,

b) In case of a Contractual employee:-
the consolidated monthly payment,
as stated in the Order of Appointment of such *Confirmed* or contractual employee.

10. Dearness Allowance means dearness allowance granted to an employee, such allowance not being a matter of right of the employee, as laid down from time to time under a resolution of the Board of Management.

11. Year means the academic year unless otherwise implied by the context.

12. Month means the English Calendar Month

13. Appointing Authority means the Board of Management of Karnatak Law Society or Governing Council as the case may be.

14. Disciplinary Proceedings means the proceedings initiated by appointing authority or any authority constituted by the appointing authority for the said purpose and more particularly stated in Chapter 7.

15. Joining Duty / Service :

In case of employee appointed by Karnatak Law Society, it is the day on which employee reports for duty as per the order of appointment.

In case of employee who receives order of transfer or deputation, the date and time for reporting for duty is as per order of transfer or deputation.

Provided that in case of the Order of Transfer or Deputation held in abeyance, the date of handing over and taking over charge and the date of resuming the charge/post should be treated as date of joining. Provided further that time reasonably required for handing over and taking over charge shall be taken as part of joining period.

16. Head of Institution (HOI)

HOI means Principal/Director or a person called by any other name appointed by Board of Management (BOM) responsible for administration and day-to-day running of the institution and includes a person designated by BOM as Vice-Principal or In-charge Principal, during the absence of the regular HOI.

17. Misconduct :

Means misconduct as stated in Chapter 3.

18. Institute / Institution

Means an institute / institutions run or managed by the Society.

CHAPTER 3

RULES OF CONDUCT / DISCIPLINE FOR EMPLOYEES

The employees are required to adhere to the following rules of conduct/discipline. Any breach or non-adherence to these rules will be considered as misconduct.

- 1) **Absence from Headquarters** An Employee shall not leave the Head Quarters without prior intimation in writing to the Head of the Institution or Chairman of the respective Governing Council at any time, including during the period of leave or vacation
- 2) **Accepting outside Employment** An employee cannot accept any other employment either part time or honorary or as guest lecturer or in any other *capacity* in any office or institution except with the permission of the Appointing Authority in writing.
- 3) **Discipline** All employees shall maintain discipline.
- 4) **Diligence in work** All employees of the teaching and non teaching cadre shall discharge their work diligently as assigned to them by Institution / Management from time to time.
- 5) **Personal work** An employee shall not attend to his personal work during working hours.
- 6) **Punctuality** An employee shall be required to observe the scheduled hours of work during which he must be present at the place of his duty.
- 7) **Absence from duty** No employee shall remain absent from duty without prior permission unless such absence is warranted by unforeseen circumstances.
- 8) **Integrity & Honesty** Every employee shall at all times maintain absolute integrity and devotion to duty and also be honest and impartial in his official dealings and shall not indulge in any act of forgery, fraud, cheating, malpractice.
- 9) **Courteousness** An employee shall at all times be courteous in his dealings with other employees, students, their parents, members of the public, management, officials of educational authorities etc.
- 10) **Participation in Political/Communal activities**
 - a) No employee shall participate in political activities or be a member of any political party or organization.
 - b) No employee shall participate in any communal organization or activity which affects the secularism of the country

- 11) **Connection with Press** No employee shall, except with the prior permission of the Management, own wholly or in part or conduct or participate in the editing or management of any newspaper or other periodical publications or any other media.
No employee shall, except with the prior permission of the Management, publish any article or item in the newspapers or periodicals or give interview or issue statements to any media.
- 12) **Protestation** No Member of the Staff teaching and non-teaching shall engage himself/herself or participate in any protestations, demonstration concerning linguistic controversy, communal disharmony, strikes etc.
- 13) **Criticism of the Institution** No Employee shall take part in any public discussion or make any public statements:
which has the effect of criticism of any policy or action of the Society/ Institution in which he is working;
which is capable of embarrassing the relations between the institution, State or Central Govt or any other institution or organization or member of the public.
- 14) **Canvassing** No employee shall canvass or otherwise interfere with or use his/her influence in connection with or take part in an election to any legislature or local authority without prior permission of the Society in writing.
- 15) **Private Classes Or Tuitions.** No staff member shall conduct private tuition classes nor associate himself/herself with other persons for such purpose.
- 16) **Evidence before Committee or any other authority**
 - a) Save as provided in paragraph (c) below, no employee except with prior sanction in writing of the Board of Management shall give evidence in connection with any inquiry conducted by any person, committee or authority.
 - b) Where any sanction in writing has been accorded under (a) above, no employee giving such evidence shall criticize the policy of the Society or any member of the institution or Central Government or State Government.
 - c) Nothing in this rule shall apply to:
 - i) evidence given in any inquiry before any authority appointed by the institute; by Parliament or by State Legislature; or
 - ii) evidence given in any judicial enquiry; or
 - iii) evidence given at any departmental enquiry ordered by the authorities of Society.

- 17) **Gifts** No Employee shall except with the prior sanction of the Management accept or permit any other member of his/her family to accept from any person, (other than relations or personal friends), having official dealing with the Society, any valuable gift.
- 18) **Investments, Lending Or Borrowing:** No employee shall speculate in any business, nor shall he /she make or permit any member of his/her family to make any investment likely to embarrass or influence him / her in the discharge of his/her duties.
- 19) **Private Trade Or Employment** No employee of the Society shall except with the prior permission of the Society in writing engage directly or indirectly in any trade or business or negotiate for or undertake any other employment.
- 20) **Insolvency, Habitual Indebtedness And Criminal Proceedings Involving Turpitude** **Moral**
- a) An employee shall so manage his/her private affairs as to avoid habitual indebtedness, insolvency or criminal proceedings. When an employee is found liable to be arrested or has recourse to insolvency, he/she shall be liable for dismissal from service. An employee who becomes the subject of legal proceedings for insolvency or criminal action shall forthwith report full facts to the institute.
- b) An employee who gets involved in any criminal proceedings shall immediately inform the Board of Management of the Society in writing irrespective of the fact, whether he/she has been released on bail or not.
- c) An employee who is detained in police custody whether on criminal charge or otherwise for a period longer than 48 hours shall not join his/her duties at the institute unless he/she has obtained written permission to that effect from the Board of Management of the Society.
- 21) **Representations**
- a) Whenever an employee wishes to put forth any claim or seeks redressal of any grievances or of any wrong done to him/her, he/she must forward his/her case through proper channel and shall not forward copies of his/her application to any higher authority or newspapers for publication.
- b) No employee shall be a signatory to any controversial joint representation addressed to the authorities for redressal of any grievance or any other matter.
- c) No employee shall write any anonymous or pseudonymous letters to Society / Institutes / Management / HOIs criticizing or using indecent language or circulating such letters

- 22) **Prohibited Acts** a) **Prohibited acts include :-**
- i) Smoking, Chewing tobacco / Gutka, drinking of alcohol or being in state of drunkenness in the premises of Society / Institute;
- ii) possessing of explosives / lethal weapons, threatening, intimidation, attempt to assault any member or employee or any other person;
- iii) engaging in riotous acts or fighting or disorderly/unlawful acts;
- iv) causing damage to the property of the Society / Institutions;
- v) Holding meetings/demonstrations in the premises of Society/Institutes, or in the vicinity of residences of Management/HOI/ Officers of the Society/ Institutes.
- b) No immoral acts are allowed to be practiced in the premises of the Society/Institutes by any member of the staff.
- 23) **Permission for leaving premises** No employee is allowed to leave the premises of the college during the working hours without permission of the Head of the Institution. A movement Register shall be maintained and the employees shall record his/her period of absence stating the particulars of work in the said Register and put his/her signature. Head of the Institute shall verify the correctness of the entries every day.
- 24) **Behaviour with lady staff** No employee shall behave with lady employees which amounts to sexual harassment, ill-treatment, indecency or any other form of unacceptable behavior.
- 25) **Dress Code / Cleanliness** Every Member of the staff, teaching and non-teaching is expected to maintain cleanliness in the premises where he/she is working and adhere to the dress code.
- 26) **Order of Transfer/ Additional charge/ deputation etc.** Every employee shall comply with any transfer or deputation order or any order assigning additional charge/duty by the Management.
- 27) **Obedience / subordination** No employee shall willfully disobey the orders of the superiors or HOI or Management either alone or in combination with others.
- 28) **Strikes / go-slow tactics** No employee shall participate in any strike, picketing, initiating others to go on strike, go-slow, mass leave or any other act causing disturbance to the smooth running of institutions.
- 29) **False Information** No employee shall furnish any false information regarding his/her name, age, father's name, mother's name, spouse's name, caste, qualifications or any other previous service particulars.

CHAPTER 4

SERVICE CONDITIONS

1. Annual Increment:

a) Grant of annual increment to an employee shall be subject to a review of his performance by a higher authority and it is not a matter of right based on seniority or otherwise.

b) Annual increment shown in the scales of pay shall be awarded (subject to (a) above) each year with effect from date of anniversary reckoned with reference to the date of joining.

c) In case of an employee on leave without pay, the annual increment shall be deferred correspondingly by the number of days of leave without pay for that year in which he has been on leave without pay.

2. Promotion :

Promotion to a higher position:

a) is not a matter of right based on seniority or otherwise.

b) is subject to review of performance in the existing position and meeting the eligibility requirements of the higher position;

c) is subject to a vacancy existing at such higher position as determined in the staffing pattern of the institute which has been approved by BOM;

d) is subject to any other factor considered relevant by BOM.

e) employee shall have to undergo tests prescribed by the Board of Management/ AICTE / UGC / State Govt. from time to time and shall also get through efficiency bar that may be prescribed.

3. Application for Job in other Karnatak Law Society Institutes:

No employee (whether confirmed, probationary or contractual) is entitled to seek or apply for any job within Karnatak Law Society unless the application is made through the head of institute in which the employee is presently working.

4. Grievances

Any grievance of employee shall be referred to the Grievances Cell, set up by Board of Management, for its consideration and for final determination by the Board of Management.

5. Transfer/Deputation/Appointment in another Karnatak Law Society institute.

a) It is a condition of employment that services of any employee working in an institute of Society are transferable or may be deputed to any other institute of the Society in or outside Belgaum or to any University or Govt. Agency or any other institute for such period as BOM deems fit. Similarly services of any employee working in a department of an institute can be transferred or deputed to any other department of the Institute.

b) A *Confirmed* employee has a lien on the post whenever such employee is deputed or transferred by the Management and during the period of such lien the employee is entitled for all the benefits i.e., increments, promotions etc which are available to the post.

c) An employee working in a Karnatak Law Society institute in a particular cadre may be appointed to a post in a different cadre in another KLS institute and such appointment shall be regarded as transfer to such other institute.

6. Additional Charge etc.

An employee may be assigned any additional responsibility or charge for a contractual period. Such additional charge may carry an allowance fixed by Board of Management and such allowance shall not be part of normal wage or salary of the employee.

7. PF & other benefits

The Employees are entitled to the benefits of Provident Fund, Gratuity or any other benefit, as applicable and as provided by the respective laws.

8. Seniority

Following norms shall be applied while considering seniority of employees.

a) Dates of first appointment as a full time employee;

b) Duration of service in the same cadre, (break in service or period during which there has been a fall in the work-load or leave without pay will not be considered as part of continuous service).

c) Where the date of appointment is same in respect of two or more employees, seniority will be based on the merit. Where the merit is also same, person senior in the age will be considered for seniority.

9. Salaries & Allowances

Employees (both teaching and non-teaching) are entitled to salary and allowances, as determined by BOM from time to time and these will be as specified in Karnatak Law Society's "Pay & Eligibility of Employees Rules," stated in the Schedule annexed.

Unless specifically excepted, by the appointing authority,

(i) contractual employees are entitled to payment of salary on consolidated basis and

(ii) the other employees are entitled to salary as per KLS Scales of Pay plus allowances, as specified in the said schedule.

CHAPTER 5 LEAVE RULES

CONFIRMED EMPLOYEES

Casual Leave (CL)

1. (a) A *Confirmed* employee is entitled to casual leave of not exceeding twelve days in a calendar year. This leave can neither be encashed nor carried forward.
- (b) In the event of an employee retiring or resigning during the course of the year and has availed CL which is more than proportionate to his period of service in that year, the amount relating to excess casual leave availed shall be recovered from such employee.

Earned Leave

- (c) (i) A permanent non vocational employee is entitled to earned leave of 15 days for every 12 months service and such leave shall accrue only on completion of 12 months service w.e.f 01.01.2013
- (ii) On completion of one year of service, such leave can be either encashed or accumulated and total of such encashment and accumulation shall not exceed 240 days at any time during the tenure of service of permanent non vocational employee.
- (iii) Permanent non vocational employees who have already encashed earned leave more than 240 days, are not eligible either for accumulation / encashment / entitlement of any earned leave during the balance tenure of their services till excess encashment beyond 240 days is adjusted against their accrual.
- (iv) Any encashment of earned leave will be computed on the basis of employees salary (basic salary + D.A) prevailing as on date of encashment.
- (v) Any commuted leave availed by permanent non vocational employee after 30.09.2003, is to be adjusted against earned leave of such employee with retrospective effect.
- (vi) Encashment / accumulation of earned leave shall be placed before Governing Council of respective institutions once in a month by HOIs and after consideration by Governing Council, the same be forwarded to BOM for approval.
- (vii) HOIs of KLS Institutions shall send the list of employees indicating their encashment and accumulation of earned leave to KLS Office for information once in a month.

- (d) A confirmed employee, being a vocational employee, is entitled to earned leave at the rate of ten days for every twelve months of service. (This leave cannot be encashed at any time or cannot be adjusted against any shortage in the notice period in the event of employee's resignation). Such leave shall be availed in the current year or in the immediately succeeding year (subject to obtaining written consent of the HOI) failing which such leave or portion of such leave not availed shall lapse.

Maternity leave

- (e) A married lady being a *Confirmed* employee is entitled to maternity leave (with pay) of not exceeding ninety days and the interval between two such leave availments shall not be less than three years. Provided further that the number of availments of paid maternity leave shall not exceed two during the service period of employee.

Medical Leave

- (f) A *Confirmed* employee is entitled to medical leave (with pay) not exceeding 7 days in a year on production of certificate from the Medical Practitioner approved by the Society. This leave cannot be encashed nor carried forward.

In addition to the above, a special medical leave to cover protracted / major ailments / illness, not being ailment / illness relating to maternity, may be given to *Confirmed* employees with full pay for first 30 days and with half pay for the next 30 days and without any pay for the balance period, if any. This special medical leave may be granted against the production of certificate of hospital / medical practitioner approved by the Society.

Study Leave

- (g). *Confirmed* employees may be granted study leave for pursuing higher studies / improving qualifications either with or without pay or stipend as determined by the Board from time to time. BOM may prescribe conditions, which shall be agreed to by the employee, as to the requirement of such employee resuming his employment in the institution for a specified period of time after his completion of higher studies/obtaining qualification etc. and as to the penalty or any other measures to be levied/taken by BOM in the event of the employee failing to fulfill the requirement as agreed.

CONTRACTUAL / PROBATIONARY EMPLOYEES

2. Casual Leave (CL)

Contractual/Probationary employees are entitled for casual leave (with pay) of not exceeding 12 days in a calendar year. This leave can neither be carried forward nor encashed.

Contractual / Probationary employees are not entitled to any leave other than the casual leave as above.

GENERAL PROVISIONS.

3. (i) All leave with or without pay will be against written sanction by the Head of Institute and in case of leave availed by Head of Institute will be against written sanction by Governing Council – Chairman. The Head of the Institute or Governing Council – Chairman has discretion to sanction or decline or to revoke leave at any time in the interest of the institution.
- (ii) Any Sundays or Public holidays falling between the day of commencement of leave and the day of completion of leave will be counted as part of leave period.
- (iii) EL should be availed for a minimum period of three days at a time.
- (iv) CL availed should not exceed 4 days at a time.

HOSTEL EMPLOYEES

4. The above leave rules are not applicable to hostel employees. They will be governed by separate leave rules as framed by the Hostel Committee.

CHAPTER 6

CESSATION OF EMPLOYMENT

1) TERMINATION OF EMPLOYMENT – ON CERTAIN SPECIFIC GROUNDS

Board of Management is competent to terminate the services of any employee in the following cases and such termination may be without any notice or salary in lieu thereof:

- a) Where an employee is adjudged as a person of unsound mind by the Competent Court.
- b) Where an employee is adjudged insolvent.
- c) Where an employee is guilty of any mis-conduct or guilty of any act of indiscipline.
- d) Where an employee is guilty of insubordination.
- e) Where an employee is working or behaving against the interest of the Society/ Institute either directly or indirectly.
- f) Where an employee habitually remains absent from duties or is habitually negligent of his work or otherwise careless in discharge of his duties.
- g) Where an employee is convicted in criminal case amounting to moral turpitude.
- h) Where employee is participating in strike, picketing and inciting others to go on strike, go-slow, mass leave or causes damage to the property of the society/institutes, holds demonstrations / meetings within the premises of Society/institutes or in the vicinity of residences of the member or officer / HOI of the Society / Institute.
- i) Where an employee indulges in drunken behaviour, fighting, riotous acts, disorderly or unlawful acts, or indecent behaviour with female workers or any other person.
- j) Where an employee is found to have accepted / engaged in a job elsewhere either of contractual or any other nature without permission of the Management.
- k) Where an employee is found to have contested election without permission of the Management.
- l) Where an employee is found to have committed any breach of Marriage Law applicable to him/her either before or after joining service
- m) Where an employee refuses to offer himself / herself for or cooperate in any interrogation / enquiry / investigation held by the Management or at its behest or refuse to accept charge-sheet, suspension order or memo or notice or letter or order signed by the superiors.
- n) Where it is found that an employee has committed breach of any of the Rules framed by the Management concerning his/her conduct as stated in Chapter 3, tantamounting to misconduct.
- o) Where an employee ill treats any other employee, students, their parents or causes discrimination among students or carries any prejudice for or against any subordinate employee or any student.

Board of Management may frame any other rule for this purpose from time to time.

2) Cessation of employment on retirement

The employee shall cease to be in the service of the Society or its institution from the last day of the month in which he/she attains the age of retirement which shall be 58 years.

3) Cessation of employment on expiry of tenure

The services of a contractual employee shall cease on the last day of the tenure of his appointment after office hours (except in cases covered by 7 (c) or 8 (a) below). In such cases there will not be any notice of termination of employment or notice pay.

4) Closure of institution, branch, course etc.

Appointing authority may terminate the services of employee on the following grounds:

- a) Closure of any institution, division, branch, section, course etc., on account of inadequate workload, insufficient admissions, non-availability of proper teaching staff.
- b) Or any other ground which is beyond the control of the appointing authority including financial, academic & administrative non-availability.

Employee whose services are terminated under this provision may be compensated as decided by Board of Management.

5) Compulsory retirement:

The services of an employee may be terminated by compulsory retirement before superannuation under provisions as laid down by Management from time to time.

6) Voluntary retirement:

Services of employee may be terminated under voluntary retirement plan as provided in a scheme that may be framed by the Board of Management.

7) Cessation of employment by employer

- a) The services of a probationary employee may be terminated by the appointing authority at any time during the probationary period without any notice or salary in lieu thereof.
- b) The appointing authority may terminate the services of a confirmed employee by giving three months' prior notice or three months' salary in lieu thereof.
- c) The appointing authority may terminate the services of a contractual employee at any time during the tenure of employment of such employee.

8) Cessation Of Employment By Employee:

- a) Contractual employee or a probationary employee may resign prior to completion of the tenure of contractual period / probationary period, from his/her post by giving one month's prior notice or one month's salary in lieu thereof.

- b) A confirmed employee may resign from his post by giving three months' prior notice or three months' salary in lieu thereof.

Any shortage in the notice given by the employee may be set off against the balance leave, if any, accumulated in case of a non-vacational employee only and salary for the balance period, if any, shall be paid by the employee.

- c) Resignation by an employee shall take effect only on its acceptance by the appointing authority and on issue of relieving order.

- d) (i) Where an employee serves notice of resignation (of one month or three months, as the case may be) while on leave of any kind or on vacation, the period of such notice will be deemed to commence on the date of resumption of duty by the employee.

(ii) Where an employee serves notice of resignation (of one month or three months, as the case may be) and goes on any kind of leave, the notice period stands extended by the period of such leave availed or such period of leave will be regarded as shortage in the notice period.

CHAPTER NO.7

DISCIPLINARY PROCEEDINGS, SUSPENSION AND PENALTIES.

- i) Disciplinary Action**
- a) The Board of Management (BOM) shall have power to initiate disciplinary action against an employee who commits misconduct as defined in Clause No.17 of Chapter 2, either on its own motion or on the report of Chairman of Governing Council of the respective institution, for the purpose of holding an enquiry and imposing penalty.
 - b) The Board of Management may delegate this power to initiate disciplinary action against the employee, to head of the institute.
 - c) Where necessary a preliminary enquiry may be conducted to investigate any misconduct or irregularity occurring in the institution to fix the preliminary responsibility on employee.
- ii) Suspension**
- a) The Board of Management may suspend an employee, against whom any preliminary enquiry is initiated or misconduct is alleged, by issuing a specific order to that effect.
 - b) During the suspension period the employee shall be paid subsistence allowance at the rate of 50% of his gross salary for the first six months and if the period of suspension is extended due to reasons attributable to the employee under suspension, the subsistence allowance shall continue to be at the same rate.
 - c) Where the suspension period extends beyond six months for the reasons not attributable to the suspended employee, the subsistence allowance shall be at the rate of 75% of the gross salary for the subsequent period till the suspension is revoked.
 - d) The suspension order will contain such terms, conditions and other details as the BOM deems fit.
 - e) The subsistence allowance to the employees shall be subject to PF and other statutory deductions.
 - f) The BOM may revoke the suspension of the employee at any time it deems fit for the reasons considered appropriate and such action by BOM may not necessarily imply the dropping of charges against the employee. In such cases the employee is not entitled to any payment, for the period he was under suspension, in addition to the subsistence allowance already paid to him during the suspension period.

- g) In case the BOM decides to drop the disciplinary action against the employee by a specific order the employee shall be entitled to the payment of full salary for the period of suspension after deducting the amount already paid towards subsistence allowance.
 - h) In case the employee, after an enquiry, is held guilty of misconduct he shall not be entitled to any payment in addition to the subsistence allowance paid to him during the suspension. However, the BOM may consider payment of subsistence allowance to such employee for the duration from the date of report by the Enquiry Officer till the date of BOM's order awarding any penalty.
 - i) In the event of any investigation under Criminal Procedure Code (CPC) being initiated against an employee and if such employee suffers police custody for more than 48 hours, the BOM may consider keeping such employee under suspension by paying a subsistence allowance of 50% only of the gross salary.
 - j) Where any investigation under CPC relating to the offence of moral turpitude committed by an employee is initiated, such employee shall be kept under suspension by paying 50% only of his gross salary as subsistence allowance for the said period of suspension.
 - k) The period of suspension can extend beyond one year in case of circumstances referred to (i) and (j) above.
- (iii) Disciplinary Procedure**
- a) After having come to know the misconduct or any irregularity in any institute the BOM may hold a preliminary enquiry by constituting an Enquiry Committee of one or more persons who may be members of Karnatak Law Society or any responsible person from an institution and arrange to get report on such misconduct or irregularity.
 - b) It may not be necessary for the BOM to conduct preliminary enquiry in all cases of misconduct or irregularity.
 - c) i) A charge-sheet intended to be served on an employee and which the said employee refuses to accept shall be deemed to have been served on him if such refusal takes place in the presence of another employee.
ii) Copy of charge sheet which is sent through registered post to the employee at his last recorded residential address, shall be deemed to have been served on the said employee even when he refuses to accept the delivery of the registered post.

- d) The BOM based on the report of any preliminary enquiry committee or on its own findings, may issue a show cause notice to the employee stating the nature of misconduct and seeking explanation from him by giving time of 48 hours to 8 days for submission of such explanation.
- e) If the BOM is not satisfied with the explanation or when no explanation is received, it shall frame a charge-sheet giving the details of the charges and issue of memorandum charges to the employee.
- f) On the receipt of the reply of the charge-sheeted employee the BOM may not hold domestic enquiry if it finds that the misconduct is of nature that attracts minor penalty. The BOM may then proceed to impose such minor penalty.
- g) The BOM shall appoint an independent enquiry officer to hold domestic enquiry against the employee if the misconduct is of a nature attracting major penalty.
- h) The BOM may initiate disciplinary action, against the employee against whom the misconduct is alleged and is based on the same set of facts and the circumstances on which a criminal proceeding is also pending, by holding domestic enquiry against such employee.
- i) Irrespective of any outcome of the criminal proceeding as noted in clause © above,* the employee shall not be exonerated from the charges against him which are the subject matter of the domestic enquiry being conducted against him.
- j) Domestic enquiry against an employee can be conducted through an independent Enquiry Officer or an Enquiry Committee comprising of one or more persons from among the responsible persons from any institute or Members of Karnatak Law Society or any other persons.
- k) The BOM shall appoint such Enquiry Officer or Enquiry Committee by a specific order stating the terms and conditions of the enquiry and stipulate the period for completion of the enquiry. Such period may be extended where there are reasonable grounds for such extension.
- l) During the conduct of domestic enquiry the charge-sheeted employee may be allowed, if he so requests in writing, to have the assistance of a co-employee working in the institute. However, no outsider being a lawyer or any trade union leader or any other persons will be allowed to assist the charge-sheeted employee in the domestic enquiry. Similarly the employer will also not be allowed to utilize the services of a lawyer or any other outsider. Both the parties are required to give the lists of their witnesses.

- m) At the beginning of the enquiry, the presenting officer / the management representative will examine the witnesses in support of the charge/s of misconduct. The concerned employee will be given a fair opportunity to cross-examine such witnesses on completion of their evidence. The charge-sheeted employee will also be allowed to examine his witnesses. The Presenting Officer / Management Representative may cross-examine the charge-sheeted employee and his witnesses. The Enquiry Officer may fix procedure to conduct the domestic enquiry to ensure fair and proper opportunity to both the parties. He has power to fix date, time and place of enquiry as he deems fit.
- n) On completion of the evidence on both sides, the charge-sheeted employee and the management representative may submit their argument either orally or in writing as deemed necessary by the Enquiry Officer. The Enquiry Officer, on the basis of documents and evidence on records, shall submit a report regarding his findings and reasons thereof to the BOM.
- o) The Management on receiving the report of findings of the Enquiry Officer shall serve a copy of such report on the charge-sheeted employee seeking explanation as to why the report should not be accepted by the BOM.
- p) On receiving representation from the employee, the BOM shall consider all factors and documents in the light of the findings of the Enquiry Officer and also taking into consideration the employee's representation, shall come to a conclusion as to whether the charges of misconduct against the charge-sheeted employee have been established and decide either to exonerate the employee or impose punishment (refer iv punishment below) by issuing a specific order to that effect.
- q) BOM shall ensure to record initiation of disciplinary action, suspension, issue of charge-sheet and imposition of penalty in the service book of the employee at appropriate stage of the enquiry.
- r) In case of imposition of penalty of dismissal from service the employee shall not be entitled to any compensation from the institution or any other payments except the legal dues which are not subject to forfeiture by any law.
- s) In case of misconduct of the nature stated in Section 4 of the Payment of the Gratuity Act, 1972, the BOM shall forfeit gratuity payable to the employee after giving an opportunity to the employee to submit his explanation.
- t) The BOM while following the procedure of disciplinary action shall also comply with provisions of other laws applicable to the institution in respect of disciplinary action.

**iv) Punishment /
Penalty**

The BOM can impose the following penalties / punishments on its employee as may be appropriate.

a) Minor Punishment

- 1) Censure and record in the service book
- 2) Suspension for a period of seven days or less
- 3) Monetary fine not exceeding 25% of monthly gross salary.
- 4) Deduction of leave due to his credit upto seven days
- 5) Absence from duty to be treated as leave without pay.
- 6) Late attendance to be treated as casual leave / leave without pay
- 7) Recovery from pay of the whole or part of any pecuniary loss caused to the institution by the act of negligence of an employee

b) Major punishment

- 1) Dismissal from service
- 2) Compulsory retirement
- 3) Reverting to lower rank
- 4) Withholding of increment/s
- 5) Disentitlement of increments temporarily or permanently.
- 6) Withdrawal of benefits extended by the employer.

CHAPTER NO.8

INTERPRETATION AND AMENDMENTS OF SERVICE RULES

1. The Board of Management may amend the Service Rules as and when deemed necessary and expedient.
2. In respect of interpretation of the Service Rules the decision of the Management shall be final.