

SERVICE RULES

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CHAPTER – I

GENERAL RULES AND SHORT TITLES

JSS Mahavidyapeetha a trust registered at Mysore has established JSS Academy of Technical Education, Bangalore.

- 1.1 The Managing Committee of the JSSATE Bangalore, herein after referred to as the 'Management', has framed these rules and regulations to define and regulate the service conditions of the employees of JSS Academy of Technical Education, herein after referred as the 'Academy'. These rules and regulations shall be known as "JSS ACADEMY OF TECHNICAL EDUCATION, BANGALORE SERVICE RULES", herein referred to as the 'Service Rules', and shall come into force with effect from 1st May 2003.
- 1.2 Except where it is otherwise expressed or implied these Service Rules with such amendments and or additions and or alterations as may be effected by the Management from time to time, shall be applied to all the employees recruited by the Management and or Academy and also to the employees who have joined the Academy for service before 1st May 2003. These rules shall not, however, apply to:
 - (i) Persons employed on part – time or honorary or ex-officio or casual workers or on temporary basis.
 - (ii) Persons employed on special contracts or taken on deputation, to the extent that the terms and conditions of such contracts or deputation are inconsistent with these Service Rules.
- 1.3
 - i. The Academy may obtain employees on deputation for appointment to any post of the Academy and the terms of deputation of such persons shall be as may be agreed upon by the Management in each case.
 - ii. The Academy may send its employees on deputation to Private Sector and or Public Sector and or the Central and or State Governments and or other Public Undertakings and or any other Institution/organization of JSS Mahavidyapeetha on the terms and conditions as may be laid down by the Management from time to time in each case.
- 1.4 The Management may delegate any of its powers under these Service Rules to the Principal and or any other Officer of the Academy. No persons other than those delegated with such powers and are the Competent Authority as prescribed under these rules shall exercise such powers.
- 1.5 The Management shall have the right from time to time, to amend or to add or delete and alter any of the provisions of these service rules, including the classification of the various categories of staff, their scales of pay, their academic qualification, their age limit, their experience, mode or recruitment or any other matter governing their recruitment, promotion etc. If any questions arising as to the interpretation of the service rules, the Management shall decide the question and such decision shall be final and binding on all the employees of the Academy.
- 1.6 Notwithstanding anything contained in these Service Rules, the Management may relax these Service Rules, either generally for any category of employee, or in any specific instance.

CHAPTER – II

DEFINITIONS

2.1 Definitions in these Service Rules, unless there is anything repugnant to or inconsistent with the subject or context are: -

- a)
 - i. “Age” of an employee for the purpose of his service in the Academy shall be as admitted at the time of selection for appointment based on the evidence such as School leaving certificate, School/University records, birth extract from the records of local bodies as may be accepted by the Management or the Appointing Authority.
 - ii. If the year of birth of an employee is known but not the month and date, the 1st day of July of the year shall be treated as the date of birth.
- b) “Appointing Authority” in relation to appointment to any post or category or categories of posts shall mean the President – JSS Mahavidyapeetha and or an authorized Officer as laid down by the Management in these Service Rules and Appendices thereto from time to time.
- c) “Basic Pay” shall mean the pay in the scale of pay of a post to which he is appointed and is exclusive of any allowances attached to the post.
- d) “The Management” shall mean the Managing Committee of the Academy.
- e) “The Academy” shall mean the JSS Academy of Technical Education, Bangalore.
- f) “The Chairman” shall mean President, JSS Mahavidyapeetha Mysore / Bangalore.
- g) “Competent Authority” in relation to any specific provisions in these Service Rules shall mean Director (Technical), JSS Mahavidyapeetha Mysore, and or Advisor, JSS Mahavidyapeetha, Bangalore and or Principal and or any other Officer of the Academy so designated by the Management and or referred to in these, Service Rules and Annexure II to these orders appendixes thereto from time to time.
- h) “The Advisor” shall mean the Advisor of the JSS Mahavidyapeetha, Mysore, and is decided by the Management.
- i) “The Principal” shall mean the Head of the JSS Academy Of Technical Education, Bangalore and is decided by the Management.
- j) “Officer” shall mean employee holding the post categorized as such by the Management from time to time.
- k) “Employee or a Member of the Staff” shall mean a person in the whole time service of the Academy whether the employee is a probationer or a regular employee.
- l) ‘Head of Department’ shall mean a staff member so appointed by the management.
- m) “Family” shall mean an employee’s spouse and children ordinarily residing with or wholly dependent on him / her.
- n) ‘Holidays’ shall mean the days notified as such by the Academy for each calendar year.
- o) “Faculty” shall mean employees assigned the teaching task and will normally include all Professors, Asst professors and Lecturers appointed in the Academy.

- p) “Non teaching Staff” shall mean all employees both technical personnel and non-technical staff not assigned the task of teaching.
- q) ‘Vocational Staff’ are Faculty other than the HODs of Engineering discipline.
- r) ‘Non Vocational Staff’ are HODs of Engineering discipline, all non teaching staff and Administrative Staff.
- s) “Pay” shall mean the amount drawn by an employee by way of basic pay and allowances.
- t) “Probationer” shall mean the initial period so specified in the terms of appointment of an employee during which the employees’ fitness for absorption in the regular appointment in the Academy is assessed. It shall also mean such extended period of probation as may be decided by the competent authority in each case.
- u) “Probationer” shall mean an employee who is on probation.
- v) “Regular Employee” shall mean an employee who has completed the period of initial and or extended period of probation to the satisfaction of Appointing Authority and who has been taken thereafter in to continued service in the Academy.
- w) “Service” includes the period during which an employee is on duty and as well as on leave duly authorized by a Competent Authority but does not include any period during which an employee is absent from duty or overstays his leave, unless such absence is specially authorized by the Competent Authority to be treated as “Service”.
- x) Period of absence beyond the entitled leave when authorized by the Competent Authority as “leave without pay” shall not be treated as “Service” and the employee shall not be entitled to any benefits for that period.
- y) “Special Pay” shall mean addition in the nature of pay, to the basic pay granted to an employee or a category of employees by the Management from time to time.
- z) “Year” shall mean a period of twelve months and “Calendar Year” shall mean the period from 1st January to 31st December. “Financial year” shall mean the period from 1st April to 31st March.

CHAPTER – III

GENERAL SERVICE CONDITIONS RELATING TO APPOINTMENTS

- 3.1 The following General Conditions shall apply to all appointments for service in the Academy:
- i. No person shall be eligible for initial appointment unless he /she has completed the age of 18 years.
 - ii. An employee shall not, except for reasons approved by the Management, be permitted to alter the date of birth as declared at the time of employee's appointment to the Academy.
 - iii. No person shall be initially appointed unless he/she has been certified by a Doctor nominated by the Academy to be of sound constitution and medically fit to discharge his/her duties in the proforma prescribed by the Academy.
 - iv. No person shall be initially appointed unless his character and antecedents are such as to qualify him for such appointment.
 - v. No person shall be eligible for appointment who has previously been dismissed, removed or compulsorily retired from the services of the Academy or any other JSS Mahavidyapeetha organization or from a Department of Central or State Governments or from any other Public / Private undertaking.
- 3.2 **RECRUITMENT:**
- i. Regular appointment for service in the Academy shall be in such categories of posts as the Management may lay down from time to time in these Service Rules and the Appendices thereto. The number of persons remaining in employment in at any time in each category of post shall also be as the Management may lay down from time to time.
 - ii. For various posts of faculty, officers and other employees, the scales of pay, the method of employment, minimum academic qualifications and experience, age limit and the appointing authority in relation to any post shall also be as the Management may lay down from time to time in these Service Rules and the Appendices.
 - iii. The procedure for employment is defined in **Annexure -1**
- 3.3 Notwithstanding anything contained in rule 3.3 above appointments may also be made to any post / category of post in the Academy on special contracts for specific periods subject to such terms and conditions as the Management may lay down from time to time.
- 3.4 **PROBATION:**
- i. Every Faculty and Non-teaching staff of the Academy or first appointment in Academy shall be on probation for a period of two years excluding the period spent on leave, except casual leave and authorized annual leave, from the day of joining the service in the Academy. However, in the case of promotes the period shall be one year.
 - ii. The Competent Authority may, for reasons to be recorded in writing, extend the period of such probation by such period as the Competent Authority may specify in each case.

3.5 SENIORITY OF STAFF

- i. Seniority of staff in the college service will be determined by the date of joining the appointment in the particular grade
- ii. If two or more persons have equal length of service in a particular grade, the relative seniority among such persons shall be determined by age, if both are new entrants; otherwise by seniority in the previous appointment in the college.
- iii. Seniority as determined above will be applicable only for the period a person holds an appointment in a particular grade and will start a fresh in case of re-appointment after a break.
- iv. Seniority of teachers availing study leave will not be affected by their period of absence from the college.

3.6 TERMINATION OF SERVICE:

- i. **During Probation Period:** The services of any employee of the Academy, who is in probation period, can be terminated any time without assigning any reason.
- ii. The Management can terminate the services of an employee on a contract basis any time without any notice and without assigning any reason what so ever.
- iii. **On completion of probation period:** The Management shall have the right to terminate the services of any employee by giving him thirty days notice or one month basic pay in lieu of the notice and without assigning any reason whatsoever.
- iv. The Management shall, however, have the right to terminate the services of an employee without giving him any notice or without paying him any pay whatsoever as compensation if such termination is as a result of a disciplinary proceeding.

3.7 RESIGNATION BY THE EMPLOYEES

- i. The resignation of an employee shall not be effective unless the Competent Authority accepts it. The Competent Authority shall have the right to refuse to accept the resignation of an employee in following circumstances:
 - a. If disciplinary proceedings have been initiated against the employee.
 - b. If the employee is under an obligation to serve the Academy for a specified period that has not expired.
 - c. The employee owes the Academy any sums of money.
 - d. Or for any other sufficient grounds to be recorded in writing.
- ii. **During Probation Period:** An employee can resign any time during the probation period. A "Faculty" although can resign any time during the probation period but a minimum of one month notice will be expected from him/her if he /she is resigning in the middle of a semester.
- iii. **On Completion of Probation Period:** An employee can resign by giving one months notice or Basic Pay in lieu of the notice any time after completion of probation Period. However it is expected from a "Faculty" not to resign or leave in the middle of a semester.

3.8 **DEPUTATION TO JSSATE-BANGALORE:** Employees from other JSS Institutions or other organization can be deputed on deputation to Academy. They will be entitled to all promotions, pay and other protections as per the Service Rules of the Academy, Academy would however not be responsible for post retirement benefits or other benefits that are payable / applicable to them in their parent organization and are not permissible as per JSS Academy of Technical Education Bangalore Service Rules.

3.9 **PROMOTION:** In cases of deserving candidates to be promoted, the promotion will be recommended by a Committee appointed by the Competent Authority based on the vacancy for the post approved for or in some cases for career advancement in the absence of vacant posts. The recommendation will be forwarded to the Management and promotions will be made as per the decision of the Management, which will be the final.

3.10 **RETIREMENT:**

- i. All employee of the Academy will retire with effect from the afternoon of the last day of the month in which he completes the age of 60 years.
- ii. However a faculty who has completed 60 years of age may be permitted by the Management to continue and serve up to the age of 65 provided he is efficient and his health permits him to do so.
- iii. An employee who has completed 20 years of service shall be liable to be compulsorily retired if he is found inefficient or incapable of discharging his duties for reasons of ill health or found lacking in integrity. Such compulsory retirement shall be made in accordance with such procedure as the Management may lay down from time to time.
- iv. An employee leaving the service of the Academy as a result of termination, resignation, dismissal, retirement or otherwise shall account for and hand over to the Competent Authority all the property of the Academy and or documents / books / charts / correspondence etc., which were entrusted to him or which were in his / her possession. In event of his/ her failure to do so, the Academy shall have the right, without prejudice to its other rights in respect of such failure, to withhold any sums of money that may be due to the employee from the Academy.

3.11 **TRANSFER:**

- i. The competent authority shall have the right to transfer an employee from one department to another department or from one post to another equally ranking post or from one office to another office of the Academy without giving any notice or assigning any reasons whatsoever.
- ii. The whole time of the employee shall be at the disposal of the Academy to serve the Academy capacity and at such place as directed by the Competent Authority from time to time.

3.12 **APPLICATION FOR HIGHER STUDIES AND EMPLOYMENT ELSEWHERE:** An employee who wishes to apply for higher studies or is seeking employment elsewhere shall forward his application through the Competent Authority who has got the discretion either to forward the same or to withhold it.

3.13 **DECLARATION:** At the time of joining service, every employee shall sign a declaration in the form prescribed below or in any other form as the Committee may lay down from time to time.

DECLARATION

I hereby declared that I have read and understood the Service Rules of the JSS Academy of Technical Education, Bangalore and I hereby subscribe to and agree to be bound by the said rules and regulations and such amended rules and regulations as may be in force from time to time.

On becoming an employee of the JSSATE, Bangalore I solemnly and sincerely declare that I will faithfully perform the duties of an employee and that I will to the best of my ability uphold the interests of the Academy and that I will observe strict secrecy respecting all transactions of the Academy and all matters relating thereto and that I will not directly or indirectly communicate or divulge any of the matter or any information which may come to my knowledge in the discharge of my duties as an employee except when required or authorized to do so by the Management / Superior Authority or by Law.

Name in Full

Designation /Appointment

Dated:

Signature of the Employee
Signed before me

- 3.14 Requirement under rules 3.12 shall apply to all the employees who are either already in service of the Academy on the date these rules come into force and or have joined after the date of issue of these orders.

CHAPTER IV

PAY AND ALLOWNCES

4.1 Scales of Pay: The scales of pay applicable to various categories of posts in the Academy shall be those as the Management may lay down from time to time in these Service Rules and Appendices thereto. The Management shall have the power to revise from time to time the scales and or scales of pay applicable to a category of post and or categories of posts specified in these Service Rules as well as Appendices thereto.

4.2 Increment:

- i. A single increment in the appropriate incremental scale shall normally accrue on completion of satisfactory service of one year on each stage of that scale, except where such increment has been withheld as a result of a penalty imposed under these Service Rules.
- ii. The increment in the incremental scale will however be so advanced as to fall due at the commencement of the month corresponding to the employment date.
- iii. The Management shall have the right to sanction from time to time advance increment or increments, to any employee or category of employees for showing meritorious performance or for acquiring special qualifications, which may be useful in discharging their functions. The sanction of such advance increment or increments shall be subject to such conditions as may be prescribed by the Management from time to time.
- iv. No increment shall be withheld except as a disciplinary measure under these Service Rules and each order withholding the increment shall state the period for which it is with held and whether the withholding shall have the effect of postponing future increments.
- V Where ever there is an efficiency bar in an incremental scale, an employee shall not draw increments above that bar until he / she is certified fit to do so by such Competent Authority and in accordance with such procedure as may be laid down by the Management from time to time.
- Vi On promotion from one category of post to another category of post, the basic pay of an employee in the higher category shall be fixed at the stage next above the pay notionally arrived at by increasing his pay in respect of the lower category by one increment at the stage at which such pay has accrued.

4.3 Allowances:

- i. The following allowances may be granted in accordance with the provisions of these service rules and appendices thereto:
 - (a) Dearness Allowance
 - (b) House rent Allowance
- ii. Dearness Allowance and House Rent Allowance shall be at such rates as the Management lays down from time to time.
- iii In addition to the above allowances the Committee may sanction the payment of any other allowances / pay to any employee and or category of employees as may be prescribed from time to time.

4.4 PAYMENT OF SALARY

- i. Salary will be paid through the bank a/c. of the employee.
- ii The Payment of salary shall be subject to the deduction of Income tax, if any, payable on the income from salary, also the contributory provident fund deductible on the said salary according to the contributory provident fund rules as in force from time to time.

CHAPTER V

LEAVE RULES

5.1 Employee shall be eligible for the following kinds of leave, namely:

- A. Casual Leave
- B. Earned Leave
- C. Maternity Leave
- D. Special Leave

5.2 Conditions governing grants of leave

The following conditions shall govern the grant of leave to employees:

- i. Leave cannot be claimed as a matter of right. When the exigencies of the Academy service so require, the Competent Authority to grant leave shall have the power to refuse, postpone, curtail or revoke leave of any description or to recall to duty any employee already on leave.
- ii. Leave shall not be availed of without obtaining the prior sanction of the Competent Authority. Applications for such sanction shall be submitted in writing to the Competent Authority sufficiently in advance. Applications for earned leave and maternity leave shall be made at least 15 days in advance. In case where an employee is compelled to absent him self from on account of unforeseen circumstances without obtaining prior sanction, sanction for casual leave should be applied at the earliest possible opportunity.
- iii. An employee who remains absent from duty after the end of his leave without sufficient cause shall not be entitled to salary for the period of such absence, besides being liable for disciplinary action for such absence.
- iv. Leave may be prefixed and or suffixed to holidays and Sundays but holidays and Sundays intervening during the period of leave shall count as part of leave. However holidays and Sundays intervening during the period of Casual leave shall not be treated as a part of leave.
- v. Any kind of leave except casual leave may be granted in combination with or in continuation of any other kind of leave.
- vi. Before proceeding on leave, an employee shall intimate the Competent Authority his address while on leave and shall also keep the said Authority informed of any change in address, if any.

5.3 Casual Leave

Every employee is eligible for 15 (Fifteen) days Casual leave during a calendar year, if his service extends to the whole year. It shall be proportionately reduced, if his service extends only to a part of a calendar year. Casual Leave may be taken continual for a period so that the total period of absence from duty should not exceed 7 days and including holidays /Sundays does not exceed 10 days at a time.

5.4 Earned Leave

- i. **Vocational Staff:** Will be entitled to 10 days of earned leave (EL) in a year. The EL for the duration of the served half-year will be credited to the account of an employee on 1st Jan and 1st July of a calendar year.
- ii. Vocational staff shall be entitled to one day EL for every 3 days of continues working during the summer / winter semester break. However work related to examination and or evaluation of Answer sheets etc done during the semester

break for which the University pays them will not be considered for such purposes. The maximum entitlement of EL to an employee will not exceed 30 days in a year.

- iii. **Non-Vocational Staff:** Will be entitled to 30 days of earned leave (EL) in a year. The EL for the duration of the served half-year will be credited to the account of an employee on 1st Jan and 1st July of a calendar year.
- iv. An employee shall cease to earn leave while he/she has to his/her credit such leave amounting to 180 days. Probationer is not entitled to avail earned leave till they complete their period of probation. However, their period of service while on probation shall be counted for the purposes of calculation of earned leave, but it may be availed only after the completion of probation.
- v. An employee on leave may not return to duty before the expiry of any leave granted to him, unless he is permitted to do by the Competent Authority who granted him such leave

5.5 Maternity Leave

- i. Regular female employee shall be eligible to Maternity leave up to a maximum period of 135 days for two such occasion.
- ii. Maternity leave to regular female employees may be granted in case of abortion and medical termination of pregnancy for a period not exceeding 6 weeks for one such occasion only through out her service.
- iii. Maternity Leave shall not be allowed to women employee, for her third confinement if she is having two living children. No maternity leave shall however be allowed if a women employee is already having two or more living children.
- iv. Earned leave may be granted to a female employee in continuation of maternity leave, if a certificate from a Competent Medical Practitioner supports the request of its grant.
- v. Women employee on probation shall be eligible for 135 days maternity leave without pay and allowances.

5.6 Special Casual Leave

An employee who undergoes sterilization operation shall be entitled to special casual leave on full pay for a period not exceeding six days in the case of male employees and 14 days in the case of female employees during the entire period of service subject to the employee producing a certificate from the Registered Medical Practitioner carrying out the operation.

5.7 Emoluments During Leave

Employees going on the above mentioned categories of leave shall be eligible to draw emoluments for the leave period as if they were on duty.

5.8 Encashment of Earned Leave

- i. A regular employee is entitled to encash leave not exceeding 15 days once in a year without actually proceeding on leave. The interval between any two consecutive encashments of earned leave shall be not less than 12 months. The encashment admissible shall be calculated at the rate of 1/30th of his month pay + Dearness Allowance eligible to be drawn by the employee on the date of encashment for each day of encashment. The encashment of leave shall not be taken into account for the purpose of Provident Fund Contribution.
- ii. All employees may be permitted to encash the earned leave standing to their credit on the date of retirement or voluntary retirement or resignation or death, subject to a maximum of 180 days leave. Employees who are dismissed or retired compulsorily as a measure of punishment shall not however be eligible to encash the unutilized earned leave.

(Rule 5.8 is subject to approval by Management)

CHAPTER VI TRAVELING AND DAILY ALLOWANCE

6.1 Mode of Travel

- i While on travel on Academy work an employee shall be entitled to the mode of travel indicated below:

Employees drawing Basic Pay	
16400/- and above	By Air
Below 16400/-	By Train

- ii Where there are two or more routes of travel by the same mode of transport and employee shall travel only by the route by which the destination may be reached most speedily and most economically.
- iii The Competent Authority shall, however have the discretion to allow any employee to travel by any route or any higher class or by any mode other than the one permissible as above depending upon the exigency of the situation.
- iv An employee shall also be entitled to be reimbursed the reservation of sleeping berth charges. An employee may also draw advance up to 50% of the eligible expenses on production of receipts for having incurred the expenditure. An employee shall submit his claim within 90 days from the date of performing their actual journey. An employee can also travel by bus and claim actual bus fare in relation to or train travel mentioned as above.

6.2 Rates of Daily and Standard Halting Allowance

The rates of daily and standard halting allowance will be as specified by the Govt., of Karnataka from time to time in respect of their employees. The Competent Authority shall however have the discretion to allow any employee to avail stay and other expenses at higher rates depending on the exigency of the situation against procuring the actual bills and receipts for such expenditure.

6.3 Submissions of Claims for Reimbursement of Travel fare and or Standard Halting Allowance

An employee shall submit the claims for reimbursement of travel fare and daily or standard halting allowance within 90 days after completion of tour for which such claim is submitted. The claim shall be accompanied by documentary evidence as prescribed.

6.4 Computation of Period of Eligibility of Daily Allowance and Standard Halting Allowance

The number of days for which the daily allowance or Standard Halting allowance is payable shall be arrived at by computing the total number of whole days (or 24 hours duration) of absence from the time of departure till the time of return to the place of work. The balance of time after arriving at the whole number of days of absence shall be counted as half of a day if the balance time is less than 12 hours and full day if the balance time is 12 hours and more.

An employee shall, however be eligible to receive Standard Halting allowance in case receipts for boarding and lodging are not produced, with the approval of the Competent Authority. The claim for the standard halting allowance or daily allowance by an employee shall however be restricted to the rates of such allowance as specified for various categories of employees in the **Annexure II** to these service rules. An employee

shall be eligible to receive only 25% of the standard daily allowance where boarding and lodging is provided by the Academy or by any Public / Government Agencies and only 75% of daily allowance in case only lodging is provided free of charge.

CHAPTER VII

MEDICAL FACILITIES AND INSURANCE

- 7.1 **Medical facilities:** Subject to the approval of the Management, an employee may be given an advance towards the cost of medicines, charges for pathological, radiological and other methods of diagnostics, cost of injections and administration thereof, hospitalization, specialist consultation charges etc., incurred by the employee in connection with the treatment of his / her illness and that of his / her family members subject to the maximum amount of one months basic pay per annum.
- 7.1.1 The advance will have to be repaid in 10 monthly installments by way of monthly salary deduction.
- 7.1.2 The Management may however, agree to reimburse at its discretion and in extraordinary circumstances the expenditure an employee may incur on treatment / hospitalisation arising out of any serious illness. The claim for such reimbursement shall be at the sole discretion of the Management.
- 7.1.3 In this Chapter ' Family Members' shall mean the employees spouse and legitimate dependent children.
- 7.1.4 If an employee's spouse is also employed and is eligible for any medical concession from his / her employer, the employee shall not be eligible to claim medical advance for expenditure incurred in connection with the treatment of the spouse.
- 7.2 **Medical Insurance:** All employees will be medically insured for Rs. 100,000/- per year and the premium for the insurance will be advanced by the Academy. The advance will have to be repaid in 12 monthly installments by way of monthly salary deduction.
- 7.3 **Group Life Insurance:** All employees will be insured for Rs 100,000/- per year under GLI and the premium for the insurance will be advanced by the Academy. The advance will have to be repaid in 12 monthly installments by way of monthly salary deduction.

CHAPTER VIII

CONDUCT AND DISCIPLINE RULES

- 8.1 Every employee of the Academy shall confirm to and abide by these rules and 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.
- 8.2 Every employee shall maintain the strictest secrecy regarding the Academy affairs and the affairs of its constituents. Every employee shall also sign a declaration of fidelity and secrecy in such form as the Management may lay down.
- 8.3 Every employee shall serve the Academy honestly and faithfully and shall to its utmost endeavors promote the interest of the Academy and shall show due courtesy and attention to one and all.
- 8.4 No employee shall take an active part in politics or in any political demonstration or stand for election as a member for Municipal Council, District Board or any Legislative Body without the approval of the management.
- 8.5 No employee may contribute to the press, Radio, T.V. Journals or any other publications without the prior approval of the Competent Authority or without such approval make public or publish any document, paper or information which may come into his possession in his official capacity.
- 8.6 No employee shall undertake part time work for a private or public body or a private person with or without any remuneration therefore without the written approval of the competent authority.
- 8.7 An employee shall not absent himself from his duties without having first obtained leave of absence from the Competent Authority. In case of sickness or accident an employee will inform his superior at the earliest and will need to produce medical certificate along with his application to regularize his absence. In case of temporary indisposition for a period not exceeding three days, the production of such medical certificate may be dispensed off at the discretion of the Head of Department.
- 8.8 An employee absents himself from duty without prior permission for leave or overstays his sanctioned leave except under circumstances beyond his control for which he must at the earliest tender a satisfactory explanation, shall not be entitled to draw any pay and allowance during such absence or overstay and this shall be without prejudice to such disciplinary actions as the Competent Authority may take. The period of such absence or overstay may, if not followed by termination of service or dismissal under these Service Rules or otherwise regularized as leave to which he is eligible be treated as break in service.
- 8.9 An employee who is habitually late in attendance shall in addition to such other penalty as the Competent Authority may deem fit to impose, will have one day of Casual Leave forfeited for every three days he is late in a month. Where such an employee has no casual leave due to him, the period of leave to be so forfeited may be treated as Earned leave.
- 8.8 An employee shall not absent himself from head quarters overnight without obtaining previous permission of the Head of department.
- 8.9 An employee shall not solicit or accept any gift or gratification or favour from a constituent of the Academy or from any subordinate employee either for himself or for any other person.
- 8.10 No employee shall engage in any commercial business or pursuit either in his own name or in the name of any other person or as agent for others.

- 8.11 An employee shall not borrow money from any other employee of the Academy or corporate body or firm or persons having dealings with the Academy without prior approval from the Competent authority.
- 8.12 An employee who is detained in custody, whether on criminal charges or otherwise, for a period exceeding 48 hours, shall be deemed to have been suspended with the effect from the date of detention, by an order of the Competent Authority and shall remain under suspension until further orders of the Competent Authority.
- 8.12.1 An order of suspension made or deemed to have been made under this rule may at any time be revoked by the Competent Authority or by any higher authority.
- 8.12.2 An employee who is convicted by a Competent Court of Criminal Offence which, in the opinion of the Competent Authority involves moral turpitude or has bearing on any of the affairs on the Academy, or in the discharge of duties in the Academy by the employee, the Competent Authority may dismiss such employee without any notice and or assigning any reason.
- 8.13 Without prejudice to the provisions of the other rules an employee who commits breach of these Rules, or who is negligent, inefficient or indolent or who knowingly does anything detrimental to the interest of the Academy or in conflict with its instructions or who commits a breach of discipline or is guilty of any other act of misconduct, shall be liable to the following penalties: (a) Censure (b) Delay or stoppage of increment with or without cumulative effect or promotion (c) Reduction to a lower stage in his incremental scale (d) Degradation to a lower post (e) Recovery from pay of the whole or part of any pecuniary loss caused to the Academy by the employee, (f) Suspension without pay and allowance for a period not exceeding 30 days (g) Dismissal.
- 8.13.1 No employee shall be subjected to the penalties (b), (c), (d), (e), (f) or (g) of sub rule 8.13 except by an order in writing signed by the Competent Authority and no such order shall be passed without the charge or charges being formulated in writing and given to the said employee and the employee having been given reasonable opportunity to answer them in writing.
- Provided further 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 where the employee has absconded himself or where for any other reason it is impracticable to communicate with him or where there is difficulty in observing the provisions of this sub-rule due to lack of cooperation from the employee. 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 by the Competent Authority.
- 8.12.2 An employee may be placed under suspension by the Competent Authority empowered to pass the final order under this rule. During such suspension, an employee shall receive subsistence allowance equal to 50% of his basic pay and in addition, dearness allowance on the 50% of basic pay. The payment of subsistence allowance under this rule shall be subject to the employee furnishing a written declaration that he has not been engaged in any other employment, business, profession or vacation during the period for which subsistence allowance becomes payable.
- 8.12.3 An employee who is under suspension for six months and the competent authority has not taken any final decision, his case will have to be put up to the Management and the decision of the Management Committee will be the final and binding on all people.
- 8.12.4 If on completion of disciplinary proceedings, the employee is exonerated of the charges leveled against him and no penalty is imposed then the period of suspension shall be treated as period spent on duty and the employee shall be eligible to receive the difference between the pay and allowance admissible during the period of suspension and the subsistence allowance paid to him.

- 8.12.5 In the event of the employee being found guilty of the charges and if as a result any penalty is imposed, the subsistence allowance paid shall not be recovered.
- 8.12.6 The period for which an employee is under suspension shall, if he is not dismissed from service, and is treated as period spent on duty or leave as the Competent Authority who passes the final order may direct, the employee shall be eligible to receive the difference between the pay and allowance admissible during the period of suspension and the subsistence allowance paid to him as per the final order.
- 8.13 Notwithstanding any thing to the contrary contained in these Rules, if the Management is satisfied that the Competent Authority cannot function as the Disciplinary Authority in any particular case, then the Management may entrust the conduct of the disciplinary proceedings including passing the final orders to another Authority.
- 8.14 An employee shall have the right of appeal against any order passed by a Competent Authority and such an appeal shall be with the Director (Technical) and where the Director (Technical) is the disciplinary Authority the appeal shall lie with the President.

PROCEDURE FOR APPOINTMENT

1. All permanent appointments will be recommended by the Selection Committee and approved by the President.
2. The posts will be advertised in the National dailies both at Bangalore and Mysore.
3. **Applications so received will be short listed, if required, by the concerned HOD or the person so nominated by the competent authority.**
4. Short listed candidates will be called for appearing in the interview and a minimum of seven days notice will be given for this purpose.
5. The Selection committee will be as approved by the management and will normally include:
 - Executive Secretary, JSSMVP, Mysore
 - Director (Technical), JSSMVP, Mysore
 - Principal
 - Subject specialist
 - Administrative Officer: Member Secretary
6. List of candidates selected by the Selection Committee will be put up to the President for approval.
7. After approval candidates will be issued an offer letter.
8. Candidates who join the academy will be issued with an appointment letter from JSS MVP.
9. All employees will placed be on a probation period for two years.
10. Temporary appointments on consolidated salary for a period not exceeding 11 months can be made by the competent authority with the approval of Management.
11. Appointment of Advisors, consultant and other officers for a fixed period and on consolidated remunerations will be made with the prior approval of President.

**PERSONS AUTHORISED TO EXERCISE POWERS AS COMPETENT AUTHORITY IN
RELATION TO CERTAIN SPECIFIC PROVISIONS OF
SERVICE RULE**

Sl. No.	Provision	Person(s) authorized to act as Competent Authority
1	Declaration of satisfactory completion of probation of an employee	Director (Technical)
2	Extension of period of probation of an Employee	Director (Technical)
3	To Terminate the Services of an Employee during probation	Director (Technical)
4	To Terminate the Services of an Employee after confirmation.	Director (Technical)
4	Acceptance of resignation of an Employee during probation	Principal
	Acceptance of resignation of an Employee after confirmation	Director (Technical)
5	Compulsory retirement of an Employee	Director (Technical)
6	Acceptance of voluntary retirement of an employee	Director (Technical)
7	Authority to whom property of the company to be handed over on the termination of service of an employee	Principal
8	Transfer of an Employee from one department to another department	Principal
9	Forwarding of application of an employee for employment else where	Principal
10	Sanction of all categories of leave to an employee i. HODs and faculty ii. Non-Teaching Staff.	Principal Administrative Officer
11	Approval of study leave with financial assistance.	Director (Technical)
12	Approval of study leave with out financial assistance.	Principal
12	Permitting an employee to proceed on duty to an other station i HODs and faculty ii Non – Teaching Staff	Principal Administrative Officer
13	To allow an employee to travel by a class higher than the one permissible under the Rules	Principal
14	Granting permission for contribution to Pres, etc.	Principal
15	Granting permission for undertaking part time work	Principal
16	Waiver of medical certificate in case of	The Authority competent to sanction

	temporary indisposition	leave
17	To initiate disciplinary action for overstay on leave	Principal
18	To impose penalty for habitual late attendance	Principal
19	Granting permission to leave head quarters for overnight	Principal for HOD's HOD's for their staff
20	To decide the quantum of pay and allowance admissible to an employee during the period of suspension and who has been suspended as a result of arrest or criminal proceedings and whom the court has not exonerated unconditionally or acquitted honorable.	Director (Technical)
21	To impose the penalties as under this rule on any employee	Principal
22	To place an employee under suspension pending discipline action and to decide the quantum of subsistence allowance payable during the period of suspension.	Director (Technical)

PAY SCALES FOR VARIOUS POSTS

POST	PAY SCALES
Principal	37400-67000 AGP 10,000+SA 3,000
Professor	37400-67000 AGP 10,000
Asst. Prof	37400-67000 AGP 9,000
Lecturer	15600-29100 AGP 6,000
Administrative Officer	CONSOLIDATED
Accounts Officer	CONSOLIDATED
Placement Officer	CONSOLIDATED
Asst. placement Officer	CONSOLIDATED
Accounts Officer	CONSOLIDATED
Librarian	8000-275-13500
System Administrator	8000-275-13500
Programmer	10000-50-10500-300-12300-350-14400
Superintendent	10000-50-10500-300-12300-350-14400
Foreman	10000-50-10500-300-12300-350-14400
Instructor	8825-225-9500-250-10500-300-
FDA	7275-175-7800-200-8600-225-9500
SDA	6250-1225-6500-150-7100-175-7800
Attender / Helper	5100-100-6000-125-6500-150-7100
Driver	5800-100-6000-125-6500-150-7100
Asst. Librarian	10000-50-10500-300-12300-350-14400
Library Asst	6250-1225-6500-150-7100-175-7800

Qualification required for various positions of Faculty will be as per the AICTE requirement.

Qualification required for various positions of Non-teaching staff will be as required by the job specification and approved by the Management.

TRAVELING AND DAILY ALLOWANCE

1. Travel by employees outside their place of work on duty shall be generally governed by the rules prescribed by the Government of Karnataka.
2. **For the purpose of Traveling/Daily Allowance, employees are divided into four grades of Pay as indicated below:**

- (a) **Basic Pay Rs. 37,400/- and above**
- (b) **Basic Pay Rs. 15600/- to 9,000/-**
- (c) **Basic pay Rs.8999/- to 7,000/-**
- (d) **Basic Pay below Rs. 5000/-**

3. Daily Allowance:

The rate of DA for halt at various stations/locations are as given below:

Pay Range	A-I and A Class cities		B-1 Class cities		Other cities	
	Ordy.	Hotel	Ordy.	Hotel	Ordy.	Hotel
Rs.37,400 and above	210	525	170	425	135	335
Rs. 15,600/- to 9,000/-	185	405	150	330	120	225
Rs. 8,999/-to 7,000/-	160	305	130	250	105	200
Below Rs.6,999/-	135	195	110	160	90	130

Basis for D.A Calculation:

- (i) **Absence from Headquarters on calendar day basic i.e. from midnight to midnight.**

Absence not exceeding 6 hrs.	Nil
Absence exceeding 6 hrs but not more than 12 hrs.	70%
Absence exceeding 12 hrs.	100%
- (ii) DA for Journey period is at ordy rates for other cities irrespective of the place of tour.
- (iii) For return to headquarters on the same day, DA is at ordy rates for other cities irrespective of the place of tour.
- (iv) For local journey, DA is only at half the ordy rate for other cities.
- (v) No DA for leave or holidays availed while on tour.

Eligibility of DA in various circumstances:

- (i) Free boarding and lodging 25% of ordy rate.
- (ii) Free lodging only 75% of ordy rate.
- (iii) Claim for hotel rate of DA should be supported by vouchers for payment of lodging charges. Luxury tax charged by Hotel will be allowed subject to overall ceiling.

- (iv) Classification of cities into A-1, A,B-1 and others will be as per the U.P. Government rules.

4. **Traveling Allowance on Tour**

TA on tour is from duty point/residence at headquarters to duty point at the out station and vice versa. It comprises of.

- (i) Fare for journey by Rail/road/air.
(ii) Road mileage for road journey.
(iii) DA for the period of absence from Headquarters.

Entitlement of Travel by rail/Air:

Basic Pay	Air	Shatabdi Exp.	Rajdhani Exp.	Other Trains
Rs.37,400 and above	'Y' Class	Executive Class	AC 1 st Class	AC 1 st Class
Rs. 15,600/- to 9,000/-	NE	AC Chair Car	AC2-Tier	AC 2-Tier
Rs. 8,999/-to 7,000/-	NE	-do-	AC Chair Car* or AC 3-Tier	First Class/AC 3-Tier/AC Chair Car
Below Rs.6,999/-	NE	-do-	-do-*	Sleeper class

NE: Not entitled

Those entitled to travel by First Class/AC 3 Tier/AC Chair Car may travel on tour/ transfer by AC 2 –Tier, if any of the trains connecting the originating and destination stations by the direct shortest route do not provide for any of the three classes.

Travel by AC-3 Tier permissible in trains do not providing AC Chair Car accommodation.

Entitlement for the travel by Road:

Rs.37,400 and above	AC Taxi/car/any bus including AC Bus.
Rs. 15600 to Rs. 29,100	Taxi/Car/any Bus including AC Bus.
Rs. 15,500 to Rs, 7,900	Taxi/Auto rickwhaw /Scooter/Moped/ any Bus except AC Bus.
Rs. 6,500 to Rs, 6,499	Autorickshaw/ Scooter/Moped/any Bus except AC Bus.
Below Rs. 4,100	Autorickshaw /Scooter/Moped/Ordinary Bus.