

CANARA ENGINEERING COLLEGE

BENJANPADAVU- 574 219

SERVICE RULES – Updated on 01.09.2013

CHAPTER – I

PRELIMINARY

RULE 1 SHORT TITLE AND COMMENCEMENT

- 1.1 These rules shall be called “Service Rules” of the Canara Engineering College, Benjanapadavu.
- 1.2 This shall come into force with effect from

RULE 2 APPLICATIONS

These rules shall apply to all the employees of the Canara Engineering College, hereafter known as CEC.

RULE 3 DEFINITIONS

- 3.1 “Governing Council” (GC) is the principal organ of CEC constituted as per the provisions of Canara High School Association (CHSA)
- 3.2 “Executive Committee” is the body which oversees day-to-day management of CEC and for that purpose frames the policy rules, regulations and instructions procedure and also provide approvals on all academic and administrative matters.
- 3.3 “President” means the President of the Governing Council who shall also be the President of Governing Body by virtue of the office held by him.
- 3.4 “Premises” means all departments, laboratories, equipments, offices, sections and other places, both outdoor and indoor, residential quarters, hostel buildings, cafeteria, messes and such other buildings, equipments and areas and precincts under the purview of CEC.
- 3.5 “Management” means the President/Secretary/Treasurer/Manager/Principal and any other person vested with the authority to enforce the service rules and regulations.
- 3.6 “Appointing Authority, Disciplinary Authority, Competent Authority” under these rules mean President, Secretary, Manager, Principal, as notified by the Order of the GC from time to time.
- 3.7 “Appellate Authority” means the President of GC or any person authorized by him.
- 3.8 “Selection Committee” means the authority nominated by the GC to recommend for recruitment/ promotion/granting special increment on the basis of performance reports.

- 3.9 “Employer” means the Management of CHSA.
- 3.10 “Establishment” means CEC.
- 3.11 “Notice” means a notice or memo in writing and shall be so deemed as delivered in person or posted to the last known address or served by fixture or exhibited in the Notice Board or published in the News Papers for the purpose of these Rules.
- 3.12 “Salary” means all remunerations earned by way of Basic Salary and Dearness Allowance.
- 3.13 “Leave” means authorized absence with or without pay
- 3.14 “Absence from work” means unauthorized absence from work place, late attendance or leaving the place of work early without permission.
- 3.15 Wherever employee is referred as ‘he’ it will also mean ‘she’ as applicable.

Rule 4 SERVICE RULES

The GC may modify, cancel, substitute or add to these Service Rules as and when need arises.

Rule 5 EXERCISE OF POWERS

The power granted by these Rules may be exercised by the GC through any person conferred with such authority.

Rule 6 DUTIES OF EMPLOYEES

The duties of an employee shall pertain to his work as per the terms of conditions of appointment and such other duties as may be assigned to him from time to time by the Management.

Rule 7 CONDUCT OF EMPLOYEES

It shall be the duty of every employee to conduct himself in both private and public life and in his relations with the students, co-employees, colleagues and fellow-citizens as to be worthy of the ideals of CHSA.

Rule 8 CLASSIFICATION OF EMPLOYEES

- 8.1 “Employee” shall be classified as :
- a. Permanent
 - b. Probationer
 - c. Temporary
 - d. Trainee
 - e. Contract Employee
 - f. Casual employee.

8.2 A 'Permanent' employee means one who has been so appointed or has satisfactorily completed the specified period of probation or extended period of probation, and has been confirmed in writing by the Appointing Authority.

8.3 A 'Probationer' means a person who is so appointed and has not been confirmed in writing by the Appointing Authority in the post in which he has been provisionally appointed. If a permanent employee is employed as a probationer in a new post, he may, at any time during probationary period, be reverted to his previous permanent post.

(NOTE : A permanent employee on probation in the new or higher post will be deemed to be on probation for the limited purpose of his performance and suitability in the new or higher post. However, for all other purposes, he will be entitled to the benefits of a permanent employee.)

8.4 A "Temporary Employee" is an employee who is so engaged for work which is of an essentially temporary nature likely to last for a limited period. He will not have any right of employment, either to a permanent or to a temporary post which may arise in future.

8.5 A "Trainee" means a person who is so appointed and who will be provided training in the various areas stipulated. Stipend may or may not be given. Only on satisfactory completion of training, he may be employed depending upon availability of a vacancy.

8.6 A "Contract Employee" means a person appointed on contractual employment for a specified period.

8.7 A "Casual Employee" is one who is employed on a day-to-day basis for specific works of occasional or casual nature.

(NOTE : Employees covered under Sub Rules 8.4, 8.5, 8.6, and 8.7 are not entitled to benefits provided to a permanent employee unless specifically provided in the letter of contract/ appointment/ engagement.)

Rule 9 APPOINTMENTS

9.1 All appointments of employees shall be made in writing by the Appointing Authority so notified for different classes of employees.

The selection of candidates shall be made by the appropriate Selection Committee. The selected candidates may be offered employment by way of a letter of appointment/ engagement.

9.2 Candidates selected for employment shall furnish the Joining Report in the prescribed format. He shall also furnish evidence of Date of Birth / Proof of Age by any one of the following :

- a. Certified extract from Register of Births and Deaths.
- b. School Leaving Certificate / Matriculation Certificate.
- c. Any other document acceptable to the Management.

The age of the employee verified with reference to any of the above shall be the sole evidence of the age of the employee for all purposes concerning his employment including retirement. The date of birth once furnished and accepted by the management and entered in the Service Register shall be firm and conclusive and under no circumstances the request for correction of the same will be entertained.

- 9.3 The Candidates selected for appointment shall also submit the photo-copies of the following Certificates along with the originals for verification at the time of joining duty :

1. Qualification
2. Experience
3. Relieving letter from previous Employer, if employed earlier.

- 9.4 It shall be incumbent upon every employee to furnish correct and complete bio-data to the Appointing Authority in the required format. He shall promptly notify in writing any subsequent changes in the particulars of his bio-data. Any false information in the particulars furnished in the bio-data either at the time of appointment or subsequently shall render the appointment null and void.

- 9.5 During employment, the management may at any time require an employee to be examined by a Medical Officer of its hospital or Medical Examiner approved by the management. If on such examination, the employee is found suffering from any disease or complaint that is infectious or medically objectionable and detrimental to the healthy functioning of the institution or to the health of other employees, staff, faculty, or students, the management may terminate his services forthwith.

Rule 10 SERVICE REGISTER

A service register shall be maintained for every employee showing among other things, his permanent address, date of appointment, consolidated pay, scale of pay on which he was appointed, increments given from time to time, leave availed of, transfers, promotions, suspensions, punishments, dismissals etc. The register shall be opened immediately after the employee reports for duty and to be up dated periodically.

Rule 11 IDENTITY CARD/ BADGE

Every employee shall be given an identity card/ badge, appropriate to his classification, and he shall wear it while on duty and show it to the person authorized by the management as and when required. The said identity card/ badge shall carry the photograph and signature of the employee concerned. The identity card/ badge shall be issued to the employees duly signed by the competent authority.

If the employee loses the identity card/ badge, issued to him the management shall provide him with another card/ badge on payment of a requisite fee.

When an employee ceases to be in employment, he shall surrender his identity card/ badge to the management before his dues are settled.

Rule 12 ATTENDANCE

- 12.1 Every employee shall ordinarily be at work in his designated place/ area during the time fixed and notified. He shall sign against his name in the attendance register or as per the system maintained either in the department or in a place decided by the management. The attendance register may be substituted by Punch Card or any other device at the discretion of the management. The employee shall be present punctually at the specified time at his allotted place of work. If an employee does not report at his work place punctually, the word “late” will be entered by the Head of the department/ management against his name. Forfeiture of a day’s casual leave will be the penalty for every three days’ late attendance. Habitual three days’ late attendance or absence from the place of work without permission will entail disciplinary action.

Absence without prior sanction or for absence without valid reason, shall not be sanctioned as ‘leave on loss of pay’ but will be treated as ‘un-authorized absence’ and it will amount to break in service and such days will not be considered as ‘service’ for the purpose of gratuity or otherwise.

Rule 13 WORKING HOURS

- 13.1 The working hours usually will be from 09.00 A.M. to 5.00 P.M.
- 13.2 Employees shall be required to attend to any duties outside their regular hours of work and on Sundays and holidays, if required and if the exigencies of work so demand and such instructions shall be complied with. They are entitled for such work to compensatory “time off” at the discretion of the management.
- 13.3 Subject to provision of rules 13.1 and 13.2 above, all employees will be required to work 5 ½ days a week. The number of hours they have to work per day inclusive of time for meals, however will not be less than 7 hours.

CHAPTER II

EMPLOYMENT: TERMS AND CONDITIONS

Rule 14 RECRUITMENT / APPOINTMENT

- 14.1 Recruitment of employees shall be made by the Appointing Authority on the basis of the selection made by the Selection Committee set up for the purpose.
- 14.2 Recruitment of employees shall be made through any one of the following sources
- a. Direct recruitment by calling for applications through advertisement in the press and also by calling for the list of eligible candidates from the Employment Exchange.
 - b. Promotions :
 - i. by seniority – cum – merit ; or
 - ii. by selection
 - c. By any other method as may be approved by the Appointing Authority.

Rule 15 PROBATION

- 15.1 All employees, irrespective of their cadre, may be appointed on probation for a specified period on their initial appointment. Similarly when permanent employees are promoted to higher grade/ post will be on probation for a minimum period of one year.
- 15.2 The probationary period may normally be extended by 6 months. If the employee does not come up to the desired level of efficiency even at the end of the extended period of probation, his appointment will be terminated or reverted back to the post held prior to promotion. An employee on probation cannot claim right of confirmation. His services during probation can be terminated any time without assigning any reasons at the discretion of the Management.
- 15.3 The probationary period of faculty & staff members appointed effective from 01.01.2012, is extended for two years.
- 15.4 The faculty members whose Ph.D. thesis is submitted may be considered for confirmation on completion of their probation period as per the appointment order otherwise their probation period will continue till they submit their Ph.D thesis.

Rule 16 APPRAISALS/CONFIDENTIAL REPORT

- 16.1 Appraisal of the performance of every employee unless otherwise specified will be carried out at the end of the 12 calendar months of completed service. This will normally be done by next senior person in hierarchy and reviewed by the Head of the institution. This report will be the basis for deciding annual increment, special increments, promotion or disciplinary action.

Rule 17 CONFIRMATION

- 17.1 An employee on probation will be confirmed in service if his performance during the probationary period is satisfactory by a formal Order by the appointing authority.

Rule 18 INCREMENTS

- 18.1 An employee will be entitled to annual increment as per the scale after completing 12 months of reckonable service excluding the probationary period, provided that his performance and conduct are reported to be satisfactory as per Appraisal/Confidential Report.
- 18.2 Where an employee is appointed on a consolidated pay and not on a scale of pay, ad hoc lump sum increment may be granted at the end of every year at the sole discretion of the management, provided his performance and conduct are found satisfactory.
- 18.3 Special increments may be granted in exceptional cases and outstanding performance during the service by the Management.

- 18.4 The annual increment may be withheld as a disciplinary measure by the management. The period for which the increment should be withheld will be decided by the competent authority.
- 18.5 Withholding of the increment for a particular period may be with or without cumulative effect. In case of cumulative effect, employee will not be entitled to get the increment so withheld in future years. In the case the increment is withheld for a particular period without cumulative effect, the employee concerned will be granted increment immediately after completion of the particular period e.g., if an employee who is appointed on 01.01.1998 is given punishment of withholding the increment for three months and if no clause is added that it will have cumulative effect, the increment that is due on 01.01.1999 will be withheld for three months but the next increment which falls due on 01.01.2000 will be given to him with effect from 01.01.2000.
- 18.6 When an employee working in the lower cadre and scale of pay is promoted or appointed to a higher cadre and scale of pay, his increment will fall due after he completes one year of service in the higher scale of pay.
- 18.7 The increment due to an employee will be paid to him even if he is on leave on the due date, except in the case of leave on loss of pay.
- 18.8 The increment which accrues on a day other than the first day of a month shall be advanced to the first day of that month and subsequent increments will be regulated accordingly.

Rule 19 PROMOTION

- 19.1 Promotions will be regulated as per promotion policy. However no promotion can be claimed as a matter of right. The Management is under no obligation to promote any one from one post to another even when an employee acquires the minimum qualification required for the higher post and vacancy exists.
- 19.2 An employee who is under suspension or against whom disciplinary proceedings is in progress or likely to be initiated shall not be promoted until he is unconditionally reinstated or exonerated.

Rule 20 TRANSFERS

- 20.1 All Non-teaching and administrative employees are liable to be transferred from one department to another department of CEC at the discretion of the management.
- 20.2 All employees are liable for being shifted from one department to other department, provided that the wages, grade, continuation of service and other conditions of service of the employee are not adversely affected by such transfer.

Rule 21 RETIREMENT

- 21.1 Every member of the teaching and non-teaching staff of CEC will retire from service on completing 60 years and 58 years of age respectively.

The management may re-employ a retired employee who is medically fit and whose services are considered necessary and beneficial to the institution on fixed term contract.

- 21.2 In respect of an employee attaining the age of retirement on a day other than the first day of a month, he shall retire on the last day of that month.
- 21.3 An employee can seek voluntary retirement either after 25 years of qualifying service in CEC or after attaining 50 years of age. To avail this benefit the employee must give 3 months notice or 3 months pay in lieu thereof.
- 21.4 The management is at liberty to retire any employee, without assigning reasons, any time after 25 years of service in CEC or after 50 years of age, by giving 3 months notice or 3 months pay in lieu thereof.
- 21.5 In all normal cases, a retiring employee will be permitted to avail the earned leave at his credit before the date of his retirement. If the leave preparatory to retirement expires on the date of retirement, the employee need not rejoin duty for getting himself relieved from service. In such cases, the handing over charge, if any, must be done before the employee avails leave preparatory to retirement.

NOTE :

- (i) In case where the date of retirement of an employee and the day/days preceding thereto are general holidays, the employee may be permitted to hand over charge at the close of working hours of the last working day before the date of such retirement and may be allowed duty pay for the holiday/s.
- (ii) Rule 21.5 shall not apply to cases of Voluntary retirement (rule 21.3) or compulsory retirement (rule 21.4)

Rule 22 RESIGNATION/ TERMINATION OF SERVICE

- 22.1 An employee desiring to resign, must give notice of resignation in writing to the Head of the institution through proper channel. However, members of the teaching staff shall not ordinarily resign from their posts during the course of an academic year.
- 22.2 The following shall be the notice period for resignation.
 - a) A 'trainee' employee shall give at least one week's notice or salary in lieu of notice, if the training period is more than six months.
 - b) A 'probationary' employee shall give one month's (30 days) notice or salary in lieu of notice.
 - c) A Contract employee shall give one month's (30 days) notice in lieu of notice.
 - d) A permanent employee shall give three months' (90 days) notice or salary in lieu of notice.
- 22.3 Till the resignation is submitted by an employee and is accepted by the management and relieving certificate/order is issued, he shall continue to be in service, unless any other instructions are given in writing by the management.
- 22.4 Resignation once submitted by an employee and accepted by the management cannot be withdrawn.

- 22.5 The shortfall in resignation notice given by a permanent employee, may be adjusted towards his balance of earned leave at his credit.
- 22.6 The management may at its discretion relieve an employee at any time on receipt of notice and before expiry of the period for which the notice is given, waiving the balance notice period.
- 22.7 Upon the acceptance of resignation through communication by the Management to the employee concerned, he shall settle all his dues to institution, hand over documents, cash, equipments and other properties held in his custody and surrender/vacate the quarters occupied by him and submit a No Due Certificate to that effect. The Management reserves the right to recover all such outstanding amounts and value of the property of CEC from amounts due to the employee or in any other manner as the management deems fit.
- 22.8 After all the formalities as detailed in 22.7 are completed and the no due certificate is submitted by the employee, relieving order will be issued.
- 22.9 If an employee remains in unauthorized absence without leave or prior permission in writing continuously for 30 days, the management may give him a notice at his last known address to report for duty within 30 days from the date of receipt of the notice, and to give satisfactory explanation for his absence. In case he fails to report for duty without valid explanations, he shall be treated as having voluntarily abandoned service. This is without prejudice to the right of the management to take appropriate disciplinary action against the employee concerned for such absence.

CHAPTER III

CONDUCT RULES

Rule 23 EMPLOYEES OBLIGATION

- 23.1 Every employee shall :
- Abide by the rules, regulations and any other instructions that may be framed by the Management from time to time and which are in force to regulate the work conduct and behaviour of the employees.
 - Maintain at all times absolute dignity integrity and devotion to duty and loyalty to CEC and shall do nothing that would or is likely to tarnish the image or reputation of CEC or adversely affect its interests.
 - Carry out duties and responsibilities assigned to his post and shall also carry out any other duties that may be assigned to him from time to time.
- 23.2 No employee shall :
- Use his position or influence directly or indirectly to secure employment for any person in any Institutions with which he has or had official dealings in connection with the business of CEC.
 - Bring or attempt to bring any outside influence to bear upon the management to further his personal interests in CEC.
 - Misuse the amenities provided for him by CEC to discharge his official duties.

- d) Accept any gifts, presents, gratis, payments or other favours from students, suppliers, contractors, dealers or any one who could directly or indirectly influence/ damage/ harm the business interests/ goodwill or reputation of CEC.
- e) Disclose/ divulge or use any confidential information gained in the course of his employment in CEC for personal gains/ profit or advantage for himself or any other person.
- f) Engage directly or indirectly in any trade or business or avocation or undertake any other employment.

23.3 No employee shall :

- a) Propagate/indulge in communal or sectarian activity.
- b) Discriminate against person on the grounds of caste, creed, language, religion etc.
- c) Indulge in or encourage any form of malpractice.
- d) Accept private tuition.

Rule 24 PROPERTIES OF CEC

24.1 Every employee shall:

Take due care of the property, materials, instruments, equipments, machines, furniture, cash etc. of CEC entrusted to his care and shall take all reasonable precautions to safeguard them against accident, damage, loss or pilferage. Where damage or loss is attributable to the mishandling or misuse, such an employee shall be liable for disciplinary action as may be deemed fit by the management. Besides, the management shall be entitled to recover the assigned/ assessed value of such breakage, damage or loss from the employee.

24.2 Promptly report any occurrence or defect noticed which might endanger lives of persons in CEC and might result in any damage to the property of CEC or that of any others.

24.3 Take appropriate precautions against hazards and shall make proper use of safety devices and preventive measures as prescribed and provided by the management.

24.4 See that the stock procurement and stocking of materials, medicines etc. do not get out-dated. Periodical review shall be conducted to identify the materials/ medicines nearing expiry date and the supervisor concerned/the management has to be appraised and appropriate action is to be taken in consultation with the management. Great care must be exercised to avoid unnecessary inventory holdings.

Rule 25 UNAUTHORISED POSSESSIONS OF GOODS, ETC.

An employee found in unauthorized possession of any goods, equipments, implements, articles, materials etc which are in use in CEC or kept in stock in CEC and are not normally carried by the person, will be deemed to have got into possession of such goods by improper means. The management may confiscate such goods and such unauthorized possession attract disciplinary action as well as any other action as deemed fit by the management.

Rule 26 UNAUTHORISED PERSONS IN THE PREMISES

An employee who has been suspended, laid off, discharged, dismissed or has resigned or is not working for any reason, shall leave CEC premises forthwith unless required to stay back by the management. Such employees shall not enter CEC premises without permission.

Rule 27 POSSESSION/ CONSUMPTION OF INTOXICATING DRINKS AND NARCOTICS

Employee shall not possess or be under the influence of intoxicating drinks/ drugs while on duty.

Rule 28 PARTICIPATION IN POLITICS AND ELECTIONS

28.1 No employee shall

- a) Without prior intimation in writing, by the management, be a member of or be otherwise associated with any political party or any organization which takes part in politics nor shall he take part in or subscribe in aid of or assist in any other manner any political movement or activity.
- b) Without prior written permission from the management contest, canvass or otherwise interfere or use his influence with or take part or contest in any election to any legislature or local authority, beyond exercising his franchise.

Rule 29 DEMONSTRATION AND STRIKES

No employee shall organize or participate in any demonstration in the premises of CEC which is prejudicial to the interests of CEC or public order, decency or morality or which involves defamation or contempt of Court. He shall also not resort to or in any way instigate, incite or abet any form of strike or stoppage of work.

Rule 30 CONNECTION WITH PRESS, RADIO AND TELEVISION

No employee shall, except with the prior permission of management or in the bona-fide discharge of his duties, participate in a Radio/TV Broadcast, give speech to public or contribute any article or write any letter to any news paper or periodical or publish any pamphlet anonymously or pseudonymously or in his own name, on a subject which may have a bearing on the affairs of CEC or detrimental to the image/ interests of CEC.

Rule 31 CRITICISM OF MANAGEMENT

No employee shall criticize the management either in the press or over the radio or on any public platform, provided, however, that nothing in this rule shall apply to any statement made or views expressed by an employee in his official capacity or in the due performance of the duties assigned to him.

Rule 32 UNAUTHORISED COMMUNICATION OF INFORMATION

No employee shall, except in accordance with any general or special order of CEC, or in the bona-fide performance of the duties assigned to him, communicate directly or indirectly any official document or information to any employee or any other person.

Rule 33 UNAUTHORISED PUBLICATION OF OFFICIAL DOCUMENTS

No employee, while in service of CEC, or after retirement, resignation, dismissal or discharge, shall make public or publish any documents, papers or information which might have come into his possession in his official capacity, without obtaining prior written permission from CEC.

Rule 34 INVENTION AND PATENTS

No employee of CEC shall, without the prior consent of the Management, either during his service in CEC or thereafter, apply for patent or exclusive privilege under any statute, in respect of any invention/discovery made by him as a result of his service in CEC.

Rule 35 VIOLATION OF STATUTORY & UNIVERSITY RULES & GUIDELINES

All employees of CEC shall ensure compliance with the rules, regulations and guidelines of duties issued by the statutory bodies like the AICTE, Government of Karnataka, The University or any Authorities from time to time.

Rule 36 GENERAL

- 36.1 CEC shall not be responsible in any way for any damages or loss caused to any personal property of any employee within the premises of CEC.
- 36.2 Employee shall deposit any lost and found/unclaimed articles in the premises of CEC with appropriate authority

CHAPTER IV

MISCONDUCT

Rule 37 INTERPRETATION

“Misconduct” shall mean an act of omission or commission, express or implied, custom or urge, whether specified herein or otherwise, either singly or in collaboration with others, whether amounting to a substantive act, abetment or connivance committed within the premises of CEC, if related to the maintenance of discipline or pertaining to the interest of the management or other employees or officers of the management. Any act of omission/ commission/ indiscipline which affects the reputation or prestige of the management shall amount to misconduct whether committed within or outside the premises of CEC or any act or conduct unbecoming of an employee of CEC.

Rule 38 ACTS OF MISCONDUCT

- 37.1 Acts of omission & commission on the part of employee of any of the Conduct Rules shall entail disciplinary action for misconduct.

37.2 Following is an illustrative list of acts of omission and commission and any other action which may be construed as indiscipline or misconduct shall be treated as misconduct.

1. Wilful insubordination or disobedience of any lawful and reasonable order of the superior.
2. Commission of any acts subversive of discipline or good behaviour.
3. Participation in any strike/ demonstration, gherao and or any other kinds of agitation or abetting and inciting such agitational activities.
4. Theft, fraud, dishonesty, embezzlement, misappropriation in connection with work/property of CEC.
5. Wilful damage to property or loss or damage to property owing to negligence or subversive, or unethical practices.
6. Demanding or accepting or giving bribes or any illegal gratification whatsoever.
7. Absence without leave.
8. Habitual late attendance or habitually leaving work before time or absence from place of work.
9. Loitering while on duty.
10. Negligence or neglect of work.
11. Accepting service for any consideration inside or outside the College without the approval of the Management.
12. Drunkenness, fighting, riotous, disorderly or indecent behaviour in CEC premises and public places, affecting the reputation of CEC.
13. Giving false evidence or statement in any domestic enquiry held by CEC or in a case conducted in a Court of Law in which CEC is a party.
14. Traveling or carrying unauthorized passengers, materials in any of CEC vehicles without valid authority.
15. Collection or canvassing for collection of any money for any purpose within CEC premises without prior permission.
16. Smoking in the Office, or in any other place where smoking is specially prohibited.
17. Sleeping while on duty.
18. Distribution or exhibiting inside CEC premises hand-bills, pamphlets or posters without written prior permission of the management.
19. Attending or holding any unauthorized meeting within CEC premises.
20. Unauthorised disclosure of information about the business or affairs of CEC.
21. Gambling or canvassing for sale of any commodities, chit funds, lottery tickets or coupons etc. within CEC premises.
22. Conviction in any Court of Law for any criminal offence under Indian Penal Code.
23. Making false statements on matters germane to his employment in CEC or willful suppression of facts at the time of employment or during the course of service in CEC.
24. Threatening, intimidation, coercion, assaulting, quarreling with any person in the premises of CEC.
25. Use of foul or abusive language or mis-behaviour with any officer, employee, student, or visitors within CEC premises.
26. Refusal to accept memorandum or charge sheet or any other communication issued by the superior or Disciplinary Authority.
27. Participation in any activity prejudicial to the interests of CEC.
28. Using CEC facilities unauthorisedly for personal gains.

29. Not allowing CEC employees/Officers/superiors either to enter or come out of the premises or causing ingress or egress of the material or equipments of CEC.
30. Punching of attendance card or forging the signature of another employee in the attendance register.
31. Tampering with any of the records of CEC.
32. Slow down in performance of work or instigating to slow-down or adopting work to rule practices.
33. Acts of immorality or involving moral turpitude within the premises of CEC or outside.
34. Unauthorised occupation/illegal or immoral use of CEC premises.
35. Not wearing specified uniform while on duty.
36. Refusal to work beyond the stipulated period of work or work on holidays when specifically instructed to do so by management.
37. Possession of unlicensed weapons, dangerous or illicit drugs.
38. Sexual harassment of co-employees, students, and or any other persons who would be involved with CEC including such unwelcome sexually determined behaviour (whether directly or by implication) such as
 - a. Physical contact or advances;
 - b. A demand or request for sexual favours;
 - c. Sexually coloured remarks;
 - d. Showing pornography;
 - e. Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

Rule 39 PROCEDURES FOR ENQUIRIES & PUNISHMENT

- 39.1 The management shall be authorized to delegate the powers to any member of the management for the purpose of administering these service rules or for ordering an enquiry and awarding punishment.
- 39.2 Any employee found to commit any act of misconducts shall be served with a charge sheet clearly stating the charges leveled against him. Such an employee shall be given an opportunity to explain and answer the charges leveled against him in an enquiry conducted by an Enquiry Officer duly appointed by the management for this purpose. The employee concerned shall be given an opportunity to lead evidence to the charges and produce documents and witnesses in support of his defense and cross-examine the witnesses on whose evidence the charges are based. The employee concerned, if he so desires, shall be allowed to be defended by a co-employee of CEC. The statements of the management and the employee and the evidence lead by either side shall be recorded by the Enquiry Officer. If the employee concerned fails to attend the enquiry, it shall be proceeded ex-parte. The Enquiry Officer shall submit his findings to the management based on the evidence recorded and documents produced during the enquiry.
- 39.3 An employee against whom misconduct is alleged may be suspended from duty without pay or allowance, pending enquiry. The order of suspension shall take effect immediately on its communication to the employee. An employee under suspension pending enquiry shall be eligible to a subsistence allowance. However the subsistence allowance shall not be payable for the period of any adjournment or postponement of the enquiry expressly sought for by the employee and granted by the Enquiry Officer.

- 39.4 If an employee is held guilty of misconduct as a result of the enquiry and punishments awarded to him, the employee shall not be entitled to any salary/ wages during the period of his suspension.
- 39.5 If, as a result of the enquiry, an employee is found not guilty of misconduct, he shall be entitled to receive the difference of the subsistence allowance paid if any and the emoluments he would have received had he not been suspended for the period of this suspension pending enquiry.
- 39.6 An employee found guilty of misconduct after domestic enquiry may be punished by imposition of one or more minor or major penalties.
- 39.7 While awarding punishment under these Service Rules, the management may take into account the gravity of the misconduct, the previous record of the employee, and any other extenuating or aggravating circumstances that may exist. A copy of such order passed by the management shall be served on the employee concerned.
- 39.8 In case of dismissal, the employee may appeal within 30 days of receipt of such Order to the Appellate Authority whose decision will be final.

RULE 40 PENALTIES

Any of the following penalties may be imposed for good and sufficient reasons on an employee of CEC by the management.

40.1 Minor Penalties :

- a. Written warning or caution.
- b. Censure.
- c. Withholding/stoppage of increment with or without cumulative effect.
- d. Withholding of promotion.
- e. Recovery from pay the amount as may be due on account, of any pecuniary loss caused to CEC by negligence or breach of orders.
- f. Fines, not exceeding an amount equivalent to 7 days salary.

40.2 Major Penalties :

- a. Suspension without salary and allowance for a period upto 30 days.
- b. Demotion to a lower grade or post or to a lower stage in a time scale of pay for a specified period at the discretion of the management or permanent reduction in rank.
- c. Discharge/removal/ dismissal/ compulsory retirement from service.

Rule 41 SUSPENSION PENDING ENQUIRY

- 41.1 Any officer empowered with such powers may place under suspension, pending enquiry, an employee of CEC who is alleged to have committed any acts of misconduct.
- 41.2 An employee of CEC who is detained in police custody whether on a criminal charge or otherwise for a period exceeding forty eight hours shall be deemed to have been suspended with effect from the date of detention by an order of the Management or any other Officer empowered by it and shall remain under suspension until further orders of revoking or continuing the order of suspension.

41.3 Every employee placed under suspension pending investigation or enquiry into complaint or charges of misconduct against him, shall be entitled to subsistence allowance:

- a) At the rate of 50% of the pay which the employee was entitled to immediately preceding the date of such suspension, for first 90 days of suspension, and
- b) At the rate of 75% of such pay for the remaining period of suspension if the delay in the completion of disciplinary proceedings against such employee is not directly attributable to the conduct of such employee.

41.4 If on enquiry the employee is found guilty of the charges and one or more penalties are imposed, the employee shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period. However, the subsistence already paid to him will not be recovered.

CHAPTER V

MISCELLANEOUS

Rule 42 UNIFORMS

42.1 Wherever it is desirable in the interest of service, the Management may prescribe a uniform, for any category of employees.

42.2 The management reserves the right to decide as to the category or number of employees to be provided with uniforms, and this will not entitle the other categories of employees right to claim uniform or allowance in lieu of uniform.

42.3 The management can, at its discretion, discontinue giving uniforms and the employees thus deprived off, shall have no claim against the management regarding the same. The type of uniform to be prescribed shall be at the discretion of the management. Once the management provides the uniform, it shall be the duty of the employees to wear the same while on duty.

Rule 43 ACCOMMODATION

There is no obligation on the part of the management to provide accommodation to the employees. Consequently no employee can claim accommodation as a matter of right.

Rule 44 SERVICE CERTIFICATE

Every permanent employee shall be entitled to a Service Certificate at the time of leaving the services of CEC provided all the formalities of clearance and settlement of

dues have been completed. Such a Certificate shall be valid only if it is issued and signed by the Appointing Authority.

Rule 45 SERVING OF NOTICE

- 44.1 Every employee shall intimate the change of his postal address for communication to his/her head of the Department/ Office within 7 days of the change and also the leave address whenever proceeding on leave.
- 44.2 Orders, notices and /or other service communications issued under these Rules will be communicated to the employee either in person when he is personally available or by post to the last known address of the employee. In case of necessity the Management may also service the Order/Notice by publication in a local news paper.

Rule 46 CONDONATION OF DELAY

For good and sufficient reasons, the authority competent to pass an order may, extend the time specified for anything required to be done or condone the delay.

Rule 47 MODIFICATION OF RULES

Management reserves the right to relax /modify / substitute any of the Service Rules.

Rule 48 INTERPRETATION

If any question/ difference of opinion arises relating to the interpretation of these Rules, it shall be referred to the President, whose decision thereon shall be final and binding.

CHAPTER VI

GRATUITY

Rule 49 PAYMENT OF GRATUITY

As per Rules laid down in “Canara Engineering College Employees Group Gratuity Scheme” Master Policy agreement with the Life Insurance Corporation of India, Mangalore.

CHAPTER VII

PROVIDENT FUND

Rule 50 EMPLOYEES PROVIDENT FUND

As per provisions of the Government of India, Employees Provident Funds and Miscellaneous Act , 1952 .

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**CANARA ENGINEERING COLLEGE**  
**BENJANPADAVU-574219**

***LEAVE RULES UPDATED AS ON 01.09.2013***  
**PROCEEDINGS**

Leave rules applicable to teaching and non-teaching employees of CEC. These rules will become effective from 01.08.2001 and applicable only after confirmation of the employee.

1. TYPE OF LEAVE :
  - a. Casual leave: 12 Days / year – Revised to 15 days/years w.e.f 01.1.2005
  - b. Earned Leave : 20 Days / year
  - c. Half pay leave 10 days / year ( 20 half pay leave )
2. Employee may be permitted to avail Casual Leave for half day in case of emergency.
3. Casual leave can not be combined with other types of leave, but it can be combined in any manner with Sundays and other Holidays, provided that the period of absence shall not exceed 7 days in the aggregate. Casual leave can not be accumulated.
4. Earned leave can be accumulated upto 150 days. It can not be encashed.
5. Half pay leave can be accumulated upto 120 days. It can not be encashed.

**HOLIDAYS AND LEAVE RULES APPLICABLE TO EMPLOYEES OF CEC**

**1. HOLIDAYS**

**WEEKLY HOLIDAYS**

- 1.1 Every employee shall be allowed one holiday per week, to be known as “off day” without deduction of wages/ salary.

**2. LEAVE**

The following general principles shall govern the grant of leave to the employees :-

- 2.1 Leave can not be claimed as a right.

- 2.2 Except in an emergency, leave must be applied for through proper channel in the prescribed form at least 15 days in advance.
- 2.3 a.. Except where otherwise provided for, leave can be availed only after it has been sanctioned by a competent authority.
- 2.3 . b. Proper alternate arrangements in one's absence must be specified in the leave applications by the teaching faculty and accepted in writing by the faculty agreeing to take up the relevant schedule.
- 2.4 Depending upon exigencies of service, the competent authority, may
  - a) refuse, postpone, revoke or reduce leave of any description,
  - b) recall any member of staff from leave before it is wholly availed,
  - c) permit an employee, if he so requests, to rejoin duty before expiry of the leave period.
- 2.5 An employee shall not take up or accept any employment with or without remuneration during the period of leave.
- 2.6 Except in the case of Casual leave, it is obligatory for every employee to furnish the leave sanctioning authority the Leave address with telephone number if any, before proceeding on leave.
- 2.7 If an employee, who is on leave, seeks extension thereof, he shall make an application in writing to the competent authority giving reasons. Such application shall be made sufficiently in advance so as to enable the office to process the application and communicate the decision to the Employee before expiry of the already sanctioned leave.
- 2.8 No leave or extension of leave shall be deemed to have been granted or extended unless it is sanctioned and communicated to the employee concerned.
- 2.9 Over-stay of the sanctioned leave shall be treated as leave without pay and will constitute break in service. However, before taking this action, the competent authority shall satisfy itself that sufficient reasons did not exist that prevented the employee from obtaining prior sanction.
- 2.10 Employees applying for leave on medical grounds should produce medical certificate from a doctor who is authorized by Management.
- 2.11 An employee on leave on medical grounds shall produce a medical certificate of fitness while reporting for duty.

### **3. SPECIAL CASUAL LEAVE/ STUDY LEAVE**

- 3.1 Special casual leave/ study leave not exceeding 30 days in a calendar year may be granted to teaching faculty to :
  - a. Examination connected duties
  - b. Attend profession oriented conferences
  - c. Pursue further studies.
- 3.2 Special casual leave/ study leave can not be accumulated.
- 3.3 Special Casual Leave cannot be combined with other types of leaves except Sundays and holidays. However, where essential and University requirements are to be met, Principal may permit combination with other leave / vacation except Casual Leave.
- 3.4 Teaching staff include those on regular full time contract.
- 3.5 Where University Exam duty of more than 15 days continuously exists in a semester such as flying squad, external deputy chief superintendent, paper valuation etc., the first 15 days may be treated as on official duty without any financial commitments from the part of the institution.



#### **4. EARNED LEAVE**

- 4.1 Every employee is entitled to 20 days of earned leave for every completed year of service from the date of confirmation. Leave becomes due only at the end of 12 months of physical service. Subsequent entitlement of earned leave will be in proportion to the length of service calculated on monthly basis.
- 4.2 Earned leave can be accumulated up to a maximum of 150 days.
- 4.3 An employee wishing to avail earned leave must apply for the same for a minimum period of 3 days at a time. Application should be made to the appropriate authority through proper channel at least 15 days in advance in the prescribed form.
- 4.4 Earned leave must be applied for the required period in to and not in piecemeal. Multiple applications or broken periods shall not be entertained.
- 4.5 Earned leave cannot be encashed.

#### **5. VACATION LEAVE**

- 5.1 Teaching staff are considered as vacational staff and are not eligible for earned leave.
- 5.2 Vacation leave is admissible to confirmed teaching staff and also those who have completed one year of service under full time contract. .
- 5.2.1 Teaching staff members should have served for the prevailing semester to become eligible for vacation leave. Faculty on LOP during a semester will be eligible for a proportionate vacation leave.
- 5.2.2 Vacation leave of current academic year cannot be carried forward to next academic year
- 5.2.3 The faculty members will be considered for conversion of vacation to earned leave only under special cases, where their presence in the institution is justified by the HOD with due recommendations of the Principal
- 5.3 Head of the institution is not eligible for Vacation Leave.
- 5.4 Vacation leave shall be in lieu of and not in addition to the earned leave; conversion ratio will be 5 days of vacation leave in lieu of 1.5 days of earned leave. This rule will be enforced with effect from academic year 2008-09. During probation/contract, 10 days of vacation per semester is permissible to teaching staff.
- 5.5 Vacation leave shall be in lieu of and not in addition to the earned leave; conversion ratio will be 5 days of vacation leave in lieu of 1.5 days of earned leave.
- 5.6 Vacation leave will be admissible only after confirmation.
- 5.7 A member of the Vacational staff shall normally be expected to avail himself of the vacation leave or a part thereof unless he has been required by general or special order of an appropriate authority to forego his vacation or a part thereof.
- 5.8 Vacation leave cannot be availed in parts except when exigencies of service so demanded.
- 5.9 If a Vacational staff avails vacation leave, he should be on duty on the last working day before vacation leave and the first working day on re-opening. Otherwise the total period of absence will be treated as earned leave or in case no earned leave is due, by enforcing loss of pay.

- 5.10 If an employee entitled to the vacation leave is not permitted to avail the same, he will be entitled to full earned leave.
- 5.11 If vacation leave availed by an employee is less than the entitlement, the period to be deducted from his earned leave account will be a fraction in proportion to the part of the vacation leave taken.
- 5.12 Vacation leave can not be combined with earned leave. However the Head of the institution may permit such combination on merits of the case.
- 5.13 If there are two vacations in an academic year, the period of two vacations should be regarded as combined into one, provided that no vacation is of less than 15 days duration.
- 5.14 Grant of vacation leave is subject to condition that the department will continue to function if necessary, during the vacations. Before commencement of the vacation, the Head of the vacation department should submit to the Head of the Institution, a proposal indicating the persons in each department who would avail the vacation leave either in full or in part and the personnel staying back to ensure that the department would be functioning during the vacation.
- 5.15 Teaching Faculty other than probationers shall be vacation staff entitled for two months vacation per year, after confirmation. The vacation shall be distributed by the head of the Institution at the end of odd and even semesters.

6. **HALF PAY LEAVE**

- 6.1 A permanent employee is entitled to 20 days of half pay leave in respect of each completed year of service.
- 6.2 Half pay leave may be granted on medical grounds or to attend to personal matters.
- 6.3 Half pay leave may be combined with earned leave provided that the employee has actually served for complete one year excluding all periods of absence if any and probation period.
- 6.4 Half the amount of half pay leave due to a permanent employee, may be commuted into full pay commuted leave under any special circumstances subject to the following conditions :
- No commuted leave may be granted under this rule unless the authority competent to sanction leave has reason to believe that the employee will return to duty on its expiry.
  - When commuted leave is granted, twice the number of days of such leave shall be debited against the half pay leave due.
  - The maximum commuted leave that may be granted at a time shall be 120 full days. If commuted leave is combined with the earned leave, the total period shall not exceed 240 days.
- 6.5 If an employee on commuted leave resigns from service or is permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as half pay leave and the difference between the leave salary in respect of commuted leave and half pay leave shall be recovered from his dues/benefits. However no such recovery may be made if the retirement is by reason of ill health, rendering the employee unfit for further service, or in the event of his death.

- 6.6 During half pay leave, half the salary drawn prior to proceeding on such leave will be admissible.
- 6.7 Half pay leave has to be availed of during service and can not be encashed.

**7. MATERNITY LEAVE**

- 7.1 Every married woman employee, after confirmation of service, is entitled to maternity benefits.
- 7.2 Maternity benefit is granted up to two deliveries .
- 7.3 The maximum period of entitlement for maternity leave shall be 90 days with full pay.
- 7.4 Leave of any other kind may be granted in continuation of maternity leave, if the request for its grant is supported by a medical certificate.

**8. MISCELLANEOUS**

- 8.1 No leave other than casual leave shall be granted to an employee once notice of resignation is given by him.
- 8.2 In case an employee is given notice of termination of his services by the management, the employee will be permitted to avail whatever leave he is entitled, subject to the condition that such leave shall be restricted to the period of notice less one day on that the employee will be on duty in the last day of the notice of termination.
- 8.3 Where a weekly holiday or an authorized holiday immediately follows the period of leave on loss of pay or unauthorized absence such weekly holiday or authorized holiday will be included in the period of the leave on loss of pay or unauthorized absence and he will not be entitled to pay and allowances.

**9. STAFF ON PROBATION**

A staff on probation is entitled for 15 days of casual leave in each calendar year. They are not eligible for any other type of leave.

Management reserves the right to relax/modify any of the leave rules.

If any question/difference of opinion arises relating to the interpretation of these Rules, it shall be referred to the Management, where decision thereon shall be final binding.

**PRINCIPAL**

**CORRESPONDENT**

**SECRETARY**

ESTD. 2001

CANARA ENGINEERING  
COLLEGE

IN PURSUIT OF PERFECTION