

LAXMI MEMORIAL EDUCATION TRUST (R)  
REGD OFFICE : A. J. TOWERS, BALMATTIA  
MANGALORE – 575 002

SERVICE RULES FOR NON – TEACHING STAFF MEMBERS :

WHEREAS, it is necessary to define with sufficient precision the conditions of service to different categories of non – teaching employees working in various units and colleges of the Management and make the said conditions known to them. Accordingly, the Management hereby makes the following rules for the non – teaching staff members employed under it.

PART – I

**I. SHORT TITLE, COMMENCEMENT AND APPLICATION:**

a) These rules shall be called the Service Rules for the non – teaching and other categories of employees employed by the Laxmi Memorial Education Trust, Mangalore, and in its various units, Colleges / Institutes namely:

- 1) A.J. Hospital & Research Centre, Kuntikan, Mangalore – 4
- 2) A.J. Institute of Medical Sciences, Kuntikan, Mangalore – 4
- 3) A.J. Institute of Dental Sciences, Kuntikan, Mangalore – 4
- 4) Laxmi Memorial College of Physiotherapy, Mangalore.
- 5) Laxmi Memorial College of Nursing, Mangalore.
- 6) Laxmi Memorial Institute of Nursing, Mangalore.
- 7) Motimahal College of Hotel Management, Mangalore.
- 8) Transformational Institute for Managerial Excellence (TIME), Mangalore – 4.

These Service Rules shall also be applicable to the Units, Colleges and Institutes which may be opened by the Management in future.

- b These rules shall come into force with effect from 2<sup>nd</sup> February 2004.
- c These rules shall apply to all employees, non – teaching, Medical, para medical, non – medical, managerial and non – managerial employees employed by the Management in its head office and various other Units, Colleges and Institutes owned and managed by the Management. But, these rules are not applicable to teaching staff members of various colleges and institutes of the Management.

## 2. DEFINITIONS:

In these rules unless there is anything repugnant in the subject or context:

- a **‘INSTITUTE / ESTABLISHMENT’** means Laxmi Memorial Education Trust, Mangalore and all its units, institutes, colleges and includes all departments, offices, wards, centers, sections of its units or institutes or colleges and all other places where activities of the Laxmi Memorial Education Trust are carried out.
- b **‘MANAGEMENT’** shall mean and include the Managing Trustee or Board of Trustees of the Establishment / Institute or other officials namely Medical Director in the case of Hospitals or Principal / Dean in the case of colleges / institutes concerned or any other person vested with the authority for the supervision and control of the establishment including the Power/Authority for the observance and enforcement of these Rules.
- c **‘NOTICE BOARDS’** means the Notice Boards maintained in conspicuous places within the establishment / Institute premises for the purposes of exhibiting notices to be posted or affixed under these service rules.
- d **‘NOTICE’** means a notice in writing or typewritten required to be served or posted for the purposes of these service rules.
- e **‘MUSTER ROLL / ATTENDENCE REGISTER’** means all registers where the attendance of the employees are marked and maintained under the Provisions of Law applicable to them.
- f **‘MEDICAL CERTIFICATE’** means a certificate issued by the registered medical practitioner of not less than MBBS cadre.
- g **‘MASCULINE’** shall include **‘FEMININE’** and **‘singular’** shall imply **‘plural’** were relevant and vice versa.

## PART – II

### 3. CLASSIFICATION OF EMPLOYEES

The employees, medical or para medical or non – medical, or managerial or non – managerial employed in the establishment shall be classified as:

**a PERMANENT:**

The permanent employee is one who is appointed against a permanent post in the establishment and has completed the period of probation or extended period of probation satisfactorily and has been confirmed in writing by the Management.

**b PROBATIONER:**

Probationer is one who is provisionally employed to fill a permanent post but has not yet completed the prescribed period of probation of one year. The period of probation may be extended for a further period of 6 months at the discretion of the Management. If the work, conduct or attendance etc of a Probationer employee is not satisfactory, his / her services may be terminated at any time either before the expiry of the Probation or at the end of the Probation without any notice or payment in lieu thereof.

After the expiry of the period of Probation, the concerned employee continues to be in probation until his/her services are confirmed in writing by the management.

That if a permanent employees is employed as a probationer in a higher post on account of promotion, he/she may at any time during the initial or extended probationary period be reverted to his/her previous permanent post if her/his performance at the higher post is not satisfactory and thereafter he/she shall continue to draw the salary of his/her original appointment.

That the absence due to sickness or accident or any other reason shall not be included in computing the probationary period of service.

**c TEMPORARY:**

A temporary employee is one who is engaged for work of the establishment which is essentially of a temporary nature or who is employed temporarily as an additional employee in connection with any temporary increase in work of permanent nature likely to be finished within a limited period.

**d TRAINEE/APPRENTICE:**

A Trainee/Apprentice is a learner who is engaged to undergo training in the establishment and that during the training period he/she is paid stipend only and that the terms and conditions of his/her training shall be determined by the management.

Trainee/Apprentice shall have no claim to be absorbed as a permanent employee or to be appointed as a probationer in the establishment.

**e PART-TIME EMPLOYEE:**

Part-Time employee is one who is employed to do work for less than the normal period of working hours. Part-Time employee is ordinarily not entitled to the benefits provided to full time employee. He/She shall be entitled to such benefits as are determined by the Management.

**f CASUAL EMPLOYEE:**

Casual employee is one who is employed on a day-to-day basis for work of an occasional or casual nature.

**g 'ON-CONTRACT' EMPLOYEE:**

On contract employee is one who is employed on a contract for a stipulated period of time on the lapse of which the contract may be renewed with mutual consent either on the same or different terms. An On-Contract employee shall be entitled only to the benefits specified in the contract of employment in writing.

**4. APPOINTMENT IN SERVICE OF THE ESTABLISHMENT:**

- a In every case of appointment order will be issued.
- b The Management shall record the age of every employee at the time of his/her appointment on the basis of any of the following documents.
  - i. Birth Certificate issued by the competent Authority.
  - ii. School leaving certificate, Insurance Policy, if any.
- c Any employee employed in the establishment is unable to produce any documentary evidence about her/his age shall state his/her age and make a written declaration that the age as stated by him/her is correct. Such employee may be sent, if considered necessary by the Management, to the Establishment's Medical Officer or any other qualified doctor specified by the Management for examination and the opinion of the said doctor as to the age of the concerned employee shall be final and binding.

- d Once the proof of age is given by the employee then there shall be no change made therein.
- e No person shall be appointed in the service of the establishment unless he/she is found physically fit and produces a Medical Certificate and a character certificate.

**5. APPOINTMENT AUTHORITY:**

All appointments shall be made by the Managing trustee or Board of trustees or by such other person duly authorized by the Management, including the Dean / Principal of the college or Medical Director in case of hospital.

**6. STRENGTH OF EMPLOYEES IN THE ESTABLISHMENT:**

The Board of Trustees or such other authority to whom the power are delegated, shall from time to time determine the strength of the employees under various categories required for carrying out the functions of the Establishment / Institute.

**7. FURNISHING OF SECURITY, BOND ETC BY THE EMPLOYEES:**

The Management may prescribe from time to time the amount of security deposit to be given by any person appointed as an employee, in the Establishment for the faithful discharge of his/her duties and the manner in which such security deposit should be furnished. The security deposit collected shall bear no interest. The said amount shall be refunded to the employee when he/she leaves the services of the establishment. The Management shall have the discretion to exempt any employee from furnishing the security deposit.

The Management shall have the right to demand a service bond from any employee to ensure fixed period of service by the concerned employee. In addition to the service bond, the Management may also demand fidelity bond from every employee for the faithful, sincere and devoted service by an employee of the establishment.

**8. DISPLAY OF NOTICES:**

- a Notices to be displayed or given under these Rules shall be posted on the notice boards of the Establishment and when so posted shall be deemed to have been served on the employees for whom they are intended.

- b Individual notices will be served to the concerned employee through the Manager or other authorized person of the establishment by hand or by post to the concerned employees last known address, when he/she absents from duty without leave. In case the individual notices cannot be served by hand or by post, the same shall be posted on the notice board and in such event it shall be deemed final and sufficient service of notices.

## **9. PERIOD AND HOURS OF WORK:**

- a The periods and hours of work for all the employees in the establishment shall fixed and shall be notified on the notice boards.
- b The management reserves the right to change the periods of hours of duty, number of shifts etc, if any, at the discretion subject to the provisions of the related laws applicable to the Establishment.

## **10. PUBLICATIONS OF HOLIDAYS, COMPENSATORY HOLIDAYS AND PAYMENT OF SALARIES:**

- a Notices specifying the weekly holidays, compensatory holidays, if any, the dates on which salaries and unclaimed salaries are to be paid, shall be displayed on the notice board of Establishment.
- b A register or registers specifying the basic starting pay, grades and scales of pay if any, for each class or category of employees and for each class of work shall be maintained and be open to inspection on two working days in each month.
- c All employees of the Establishment shall be paid salaries on a working day before the expiry of the seventh working day, after the last day of the salary period in respect of the salaries which are payable.
- d Any salary due to any employees but not paid or received on the usual pay day on account of their being unclaimed shall be paid on such unclaimed salary pay day which shall be notified to the concerned employees, following the date on which a substantial claim is presented by the employees or their behalf by their legal representatives.

Provided that such claim is submitted within three years from the date on which the salaries became due to the employee concerned.

## **11. OVERTIME / HOLIDAYS WORKING:**

Subject to the provisions of laws for the being in force, if exigencies of work so requires, the Management reserves the right to require any employee to work over time or to work on any weekly holiday or on any declared holiday in accordance with the instructions which may be issued from time to time in this behalf. In such event, the employee can avail compensatory off with pay.

## **12. NATIONAL AND FESTIVAL HOLIDAYS:**

All employees in the establishment shall get 10 days of National and Festival holidays during the calendar year. That the fixing and selecting the holidays shall be at the sole discretion of the Management.

## **13. ATTENDANCE AND LATE COMING:**

- a All the employees shall be at their places of work in one Establishment at the times fixed and notified.
- b The employees shall be liable to be sent out if they do not report for duty at the scheduled time, subject to a grace period of five minutes.

Any employee reporting late after the grace time or leaving his/her place of work before the completion of his/her duty hours, on any reasons other than official, will be liable for proportionate deductions in his/her earnings.

For administrative convenience, the late coming and early going will be calculated in units of fifteen minutes.

- c Any employee found absent during working hours from his/her place of work, without sufficient reasons acceptable to his/her superior, shall be liable to be treated as absent for the period of his/her absence and deductions from the salary for the periods of such absence shall be made as per the due process of law.

## **14. STOPPAGE OF WORK:**

- a The management may close down the establishment or any department or section of a department after giving notices to the employees. Before re-opening such department or section, as the case may be seven days notice thereof shall be given.

- b. The management may close down the whole establishment after giving one month's notice to the employees. Seven days notice of the re-starting of the establishment shall be given.
- c. On the re-opening of department or section of the establishment, as the case may be preference for employment will be given to the employees whose services were terminated on account of the closure according to their length of services, provided that they present themselves for service at the latest by the day of the re-opening.

**15. RESIDENTIAL ADDRESS:**

All the employees are required to intimate in writing any change in residential/communicational address. In the absence of such intimation it will be presumed that the last address to the Management given earlier as the current and correct address.

**16. PHYSICAL FITNESS, MEDICAL CHECK UP:**

The Management may at its discretion and at its own expense require at any time any employee to be examined by a medical practitioner nominated/appointed by the Management. If such examination reveals that the concerned employee is suffering from any disease or complaint that is infectious or contagious or liable to interfere with other employees or with the health of other employees or members or visitors of the establishment, the management may terminate the service of such employee.

Non – submission for medical examination by any employee will be a misconduct meriting disciplinary actions.

**17. SEARCH:**

In case of suspicion, any employee is liable to be searched by the authorized persons of the Management on entering/leaving or while inside the establishment. In the case of female employees, the search shall be carried out by another female.

**18. TRANSFER:**

Every employee shall be liable to be transferred from one place to another and from one section to another or from one branch to another branch whether located in the same place or elsewhere and whether existing or coming into existence at a later stage provided that such transfer does not entail reduction in total salary. The Management may depute any staff member for outstation duty in connection with the work of the establishment.



In case of transfer, the concerned transferred staff member will have no claim for increase in his/her entitlements or change in service conditions.

**19. ACCIDENTS:**

Any employee sustaining an injury during the course of her/his work duty shall immediately bring it to the notice of the management for necessary actions. The intimation/notice of accident may also be brought to the notice of the management through his/her colleague.

**20. SAFETY, HEALTH AND HYGIENE:**

All employees shall fully co-operate with the Management and shall observe the instruction of the Management regarding safety, health and hygiene in the establishment.

**21. SECRECY:**

No employee shall take any papers, books, photographs, instruments apparatus, documents or any other property of the Establishment out of the Establishment's premises except with the written permission of the manager or appropriate authority of the Management nor shall he/she in any way pass or cause to be passed or disclose or cause to be disclosed any information or matter concerning the profession, work, secrets and confidential documents and records of the Establishment to any unauthorized person, agency or corporation without the written permission of the Management.

**22. PUBLICATION OF WRITTEN ARTICLES:**

No employee of the Establishment shall publish or cause to be published any article written by him/her having bearing on the affairs of the establishment in a local or overseas newspapers, journal or other publication without the written permission of the Management.

**23. THE AGE OF RETIREMENT:**

The age of retirement of an employee of the establishment is at the completion of 58 years. The Management may continue the service of an employee at its discretion, who has completed 58 years of age by an order in writing.

**24. OUTSIDE EMPLOYMENT:**

No employee while in fulltime service of the Establishment shall take up or accept other employment in other establishment whether on full time or part-time basis, or undertake any work or service, either direct or indirect, without prior permission in writing from the Management.

## 25. PROMOTION:

The Management is under no obligation to promote any of its employees from one post to another when the minimum qualifications of new or higher post have been reached. When the higher post falls vacant and if the Management decides to fill the post, the Management is free to consider all available candidates. The promotion of an employee from a lower post to a higher post or from a lower grade to higher grade shall be at the discretion of the Management and will be determined on the basis of seniority, merit, quality of service, loyalty, conduct, efficiency, ability, health, nature of the job. This, however, does not restrict the right of the Management to fill the post by appointing an external candidate.

## 26. INCREMENTS:

Unless otherwise agreed upon in the letter of appointment, increment will be given with effect from the date from which it is due at least after one year of confirmed services at the sole discretion of the Management and also depending upon the prosperity of the Establishment.

The Management at its discretion may grant or give additional increment to any employee of the Establishment depending on the extra ordinary performance, efficiency, ability, conduct of the concerned employee. No employee shall have the right to demand additional increment.

The management reserves its right to evolve different scales of pay for different categories of employees and fix annual increment from time to time.

## PART III

## 27. DIFFERENT KINDS OF LEAVE:

### i. ANNUAL LEAVE WITH WAGES/EARNED LEAVE:

That every employee of the establishment is eligible for earned leave at the rate of one day for 15 days worked provided he/she completes one year of continuous service in the establishment and in each completed year of service works for at least 240 days to work. That the earned leave for a particular calendar year shall be enjoyed in the subsequent calendar year. That the earned leave for each employee shall be calculated at the end of the calendar year and shall be credited to his leave account in the beginning of the subsequent calendar year.

(24)

That the earned leave may be accumulated up to maximum period of 60 days.

That normally the earned leave will not be granted for a period less than 10 days and that the number of times in which the earned leave may be taken during the calendar year shall not exceed four times. But the Management at its discretion may allow an employee to avail this kind of leave for more than four times in a calendar year in urgent or unforeseen circumstances.

That an employee who desires to go on earned leave shall apply not less than 10 days before the date from which the leave is to commence, except in urgent or unforeseen situations. That no leave or extension thereof shall be deemed to have been granted unless an order to that effect is passed and communicated to the employee concerned.

That encashment of leave shall not be allowed. However, whenever the service of an employee is terminated or he/she tenders resignation, the earned leave to his/her credit shall be encashed by him/her.

That the weekly holiday falling between the first and the last day of any period of earned leave shall be counted as part of the leave.

ii. **CASUAL LEAVE:**

Every confirmed employee of the Establishment is entitled to casual leave to the extent of 12 days in a calendar year, either for private reason or on account of sickness or on account of unforeseen circumstances. The casual leave will be earned by the employee at the rate of one day for each completed month of service. No employee is allowed to take casual leave for more than four days at a time excluding holidays and weekly holidays. If it is extended for more than four days, the excess leave or absence will be treated as leave on loss of pay or unauthorized leave. No encashment of casual leave will be allowed at any situation. Casual leave cannot be combined with any other leave. The casual leave shall lapse at the end of the calendar year if not availed by the employee.

iii. **MEDICAL LEAVE:**

Every confirmed employee is eligible for 10 days of Medical leave in a calendar year, out of which five days shall be with full pay and the remaining 5 days on half pay. The Medical leave cannot be extended to the subsequent calendar year. It shall lapse at the end of the calendar year.

## 28. LEAVE PROCEDURES:

- a All leave applications should be submitted through the immediate superior of the concerned employee. Immediate supervisor shall have the right to recommend leave. Leave shall be sanctioned by the Head of the Dept of the of the concerned Dept / Section.
- b Employee shall inform the management his/her leave address before availing of leave of any kind other than casual leave.
- c Leave of all kinds are subject to sanction by the Management and granting of leave will depend upon the circumstances of the volume or necessity of work in the Establishment. Hence, leave cannot be claimed as a right.
- d Any employee who desire to avail earned leave shall apply in the prescribed manner/form at least 10 days in advance to the person empowered by the Management or to the immediate superior official. The official authorized to sanction the leave shall issue orders on the application within a week of its submission or three days prior to the commencement of the leave applied for whichever is earlier.
- e If the leave applied for is sanctioned/granted, leave pass shall be issued to the concerned employee. If the leave is refused or postponed, the fact of such refusal or postponement and the reasons thereof shall be recorded in the register maintained for the purpose and a copy of that order shall be supplied to the concerned employee.
- f If the employee of the Establishment after proceeding on leave, desires an extension thereof, he/she shall apply sufficiently in advance to the person empowered by the management who shall send a reply either granting or refusing extension of leave to the concerned employee if his/her address is available and if such reply is likely to reach him/her before the expiry of the original leave granted to him/her.
- g If any employee of the Establishment who stays away when leave or extension of leave has been applied for and refused shall be considered as unauthorized absent and accordingly necessary disciplinary action will be initiated as deemed fit.
- h In case of casual leave, ordinarily the previous permission from the person empowered by the management in the establishment shall be obtained before such leave is taken. But, when this is not possible, the person empowered by the Management shall, as soon as practicable be informed in writing of the absence and of the probable duration of such leave/absence.

- i An employee of the Establishment can avail leave of absence without pay under special circumstances if no leave of any kind is in his/her credit, with the prior permission of the Management. The procedures laid down in the preceding clauses above are applicable when leave of absence without pay is applied for. No employee shall avail leave of absence without pay for more than 15 days in a calendar year.
  
- j If any employee of the Establishment absents himself/herself without leave for more than ten consecutive working days or remains absent for a period of leave originally granted or subsequently extended, he/she shall be deemed to have voluntarily left and abandoned his/her employment in the Establishment unless he/she returns within three days of expiry of the said absence and explains in writing to the satisfaction of the management the reasons for his/her so remaining absent or the reason for his/her inability to return to duty before the expiry of leave as the case maybe. If the explanation is considered satisfactory by the management, he shall be treated as leave without pay and allowance.

#### **PART – IV**

#### **29. TERMINATION OF SERVICES:**

- a The services of any permanent employee can be terminated with proper reasons by the Management, after giving him/her one month's notice in writing in that behalf or on payment of one month's salary in lieu thereof.
  
- b Any permanent employee who wishes to resign from the services of the Establishment shall give a month's notice in advance and such resignation shall ordinarily be accepted. Any such employee who is desirous of being relieved before the notice shall pay the salary in lieu of notice period.
  
- c The service of any temporary or casual or probationer or part-time employee may be terminated without notice and assigning any reasons whatsoever.
  
- d The services of a trainee may be terminated by either party in accordance with the terms and conditions of the agreement executed by them.
  
- e If any employee of the Establishment is charge-sheeted for any acts of misconduct, the Management can reserve its right to accept the resignation and relieve him/her from service until the enquiry into his/her misconduct is completed and appropriate action is taken in that regard.

- f The services of an employee of the Establishment found guilty of any acts of misconduct may be terminated by the management in accordance with the provisions of these service rules. That in case of a managerial category of employee, the Management can terminate the services of such employee without holding any enquiry even if such employee commits any acts of misconduct.
- g Retrenchment of any non-managerial category of employee of the Establishment shall be done as per the provisions of the Industrial Dispute Act, 1947.
- h On termination, discharge or dismissal or resignation of the services of any employee, he/she shall obtain a service termination slip from the Management, testifying that nothing belonging to the Establishment is due by him/her. If the employee fails to return the Establishment's property, the cost of such property may be deducted from the salary and / or any other payments due to him/her.
- i Where the services of an employee of the Establishment are terminated by the Management, the salary earned by him/her shall subject to the foregoing causes, be paid to him/her before the expiry of the second working day from the date on which his/her services are terminated.
- j An employees of the Establishment may be discharged from service on the grounds of mental or physical unfitness when so certified by a competent authority.

### **30. MISCONDUCTS:**

The following acts shall, without being exhaustive constitute acts of misconducts, whether done by the employee alone or in combination with others and shall render the employee liable for disciplinary proceedings and/or appropriate punishments.

- 30(01) Theft fraud and dishonesty in connection with the Establishment's property.
- 30(02) Demanding, accepting or offering bribe or any illegal gratification whatsoever.
- 30(03) Willful insubordination or disobedience, whether alone or in combination with others to any lawful and reasonable order of a superior.

- 30(04) Drunkenness, fighting, riotous or indecent behaviour within the premises of the establishment.
- 30(05) Sleeping while on duty
- 30(06) Material mis-statements made on employment in the application for employment.
- 30(07) Anywhere within the Establishment, causing or threatening to cause mental and/or physical pain or injury to other employees, either alone or in with others.
- 30(08) Committing any act likely to harm or endanger the establishments properly or likely to interfere with his/her work and/or earning capacity of any other employees employed in the establishment.
- 30(09) Sabotage.
- 30(10) Conviction for any criminal offence involving moral turpitude.
- 30(11) Refusal to accept any memo, or notice or charge – sheet whenever issued by the management or by the authorized person of the management.
- 30(12) Habitual negligence or neglect of work.
- 30(13) Smoking while on duty.
- 30(14) Refusal to work on another job, from one shift to another from one section to another section.
- 30(15) Refusal to obey the order of transfer issued by the Management.
- 30(16) Habitual irregularity for any reason whatsoever.
- 30(17) Gambling within the premises of the Establishment.
- 30(18) Defalsification of records belonging to the establishment.
- 30(19) Willful damage or loss to the Establishment's property or goods or tools or instruments.
- 30(20) Holding unauthorized meetings within the Establishment.

- 30(21) Discourteous behaviour towards superiors or visitors
- 30(22) Act subversive of discipline.
- 30(23) Striking work either singly or in combination with others employees in contravention of law.
- 30(24) Slowing down work either singly or in combination with others.
- 30(25) Loitering while on duty or absence without permission from the place of work.
- 30(26) Endangering life and safety of other employees of the Establishment.
- 30(27) Habitual absence or absence without leave.
- 30(28) Failure to wear uniforms, or wearing unclean uniforms or lack personal cleanliness while on duty.
- 30(29) Laziness, inefficiency or careless work.
- 30(30) Obtaining leave or attempting to obtain leave on false pretences.
- 30(31) Improper or discourteous behaviour towards members of the public in the establishment and/or shouting loud talking or making noises in the premises of the Establishment.
- 30(32) Failure to report any disease an employee may have which may endanger any other person.
- 30(33) Unauthorized handling of any machine, apparatus or equipment.
- 30(34) Misusing or mishandling any machine apparatus or equipment.
- 30(35) Using the premises of the Establishment for personal gains.
- 30(36) Refusing to perform overtime work whenever demanded by the Management.
- 30(37) Delaying in the performance of work or go slow in work or instigation thereof.
- 30(38) Habitual late coming and/or early going.



30(39) Any act amounting to sexual harassment to the co-employee or visitors of the establishment.

30(40) Violation of these service rules or other rules that may be in force from time to time.

**Note:** The above list is illustrative and not exhaustive

### **31. DISCIPLINARY ACTION FOR MISCONDUCT:**

- i. That any employee of the Establishment found guilty of any acts of misconduct detailed above shall be liable to be punished with any of the following punishments:
  - a. Warning
  - b. Withholding of increments
  - c. Suspension without salary for a period not exceeding four days
  - d. Fine in accordance with the provision of Act, law applicable to the establishment
  - e. Demotion
  - f. Discharge from service without compensation
  - g. Dismissal from service
- ii. The Management may institute a departmental enquiry in cases of commission of acts of misconduct by an employee. When the Management decides to hold an enquiry against an employee on certain charges of misconduct, the employee concerned will be informed in writing of the alleged misconduct and will be given an opportunity to explain the circumstances alleged against him/her except when the misconduct is admitted unconditionally in writing. In case of unconditional admission of misconduct by the concerned employee, the management shall punish the concerned employee without holding any departmental enquiry against him/her. In other cases where the charge sheeted employee denies the charges or fails to submit the explanation in writing, the Management shall hold the departmental enquiry against the concerned employee. During the departmental enquiry, the charge sheeted employee will be permitted to have the assistance of any of his/her co-employee if he/she desires and submits in writing. The Management reserves its right to appoint any person including an outsider as the Enquiry officer.

The charge sheeted employee will be afforded with full opportunity to defend his case at the departmental enquiry. If however the charge sheeted employee chooses not to participate at the enquiry, the enquiry will be held exparte.

- iii. The charge sheeted employee shall attend and be present at the enquiry as and when decided and notified either by the Management or the Enquiry Officer.
- iv. Where a disciplinary proceeding against an employee of the Establishment is contemplated or is pending or where criminal proceedings against him/her in respect of any offence are under investigation or trial and the Management is satisfied that it is necessary or desirable to place the concerned employee under suspension pending enquiry, the Management may by order in writing suspend him/her with effect from such date as may be specified in the order.
- v. The employee on suspension pending enquiry shall be paid subsistence allowance at the following rates:
  - a. At the rate of 50% of the salary which the employee was entitled to immediately preceding the date of suspension for the first ninety days of suspension.
  - b. At the rate of 75% of the salary for the remaining period of suspension if the delay in the completion of the disciplinary concerned is ~~not~~ directly attributable to the conduct of such employee under suspension. If the delay is attributable to the employee concerned, the rate of subsistence allowance shall be reduced to 25% of the salary after first 90 days.
- vi. The payment of subsistence allowance under these service rules shall be subject to the employee concerned not taking up any employment during the period of suspension.
- vii. If, on the enquiry, the employee concerned is found guilty of the misconduct and it is considered that only an order of dismissal would meet the ends of justice, the Management will pass an order accordingly.

When such order is passed, the employee concerned shall be deemed to have been absent from duty during the period of his/her suspension pending enquiry and he/she shall not be entitled for remuneration for such period, but the subsistence allowance already paid to him/her shall not be recovered.

If the penalty other than dismissal is imposed, the punishing authority/Management shall by order decide as to whether the period of suspension shall be treated and the decision of the authority/Management shall be final.

- viii. If, on the enquiry, the employee concerned is found not guilty of the misconduct, he/she shall be deemed to have been on duty during the period of the suspension pending enquiry and he/she shall be entitled for salary he/she would have received, if he/she had not been so suspended.

Provided the subsistence allowance already paid shall be deducted from the salary payable to him/her.

- ix. Where an employee has been convicted for a grave criminal offence involving moral turpitude by a Court of law or that the Management is satisfied for the reasons to be recorded that continuation of service of such employee is against the interest of the Establishment, he/she may be discharged or dismissed from the Service without observing the procedures detailed in the forgoing paras.

- x. That the procedures explained above shall not be ordinarily applicable while taking disciplinary action against any managerial personnel of the Establishment and that the Management may terminate the services of such employee as and when required without holding a departmental enquiry.

## PART V

### 32. DUTIES AND OBLIGATIONS OF THE EMPLOYEES OF THE ESTABLISHMENT

- a) Every employee shall carry out the work for which he/she has been employed, consistently and to the best of his/her ability and observe the rules, regulations, orders, directions, instructions, which are or will be issued from time to time by the Management or persons authorized by the Management.
- b) No employee shall reveal to any one confidential matter regarding the Establishment's services/matters which has become known to the employee in the course of his/her employment in the Establishment.

- c) An employee of the Establishment shall not undertake any assignment's employment or business directly outside his/her employment in the Establishment without the Managements specific approval in writing.
- d) All employees shall be courteous to their superiors, colleagues and visitors of the Establishment.
- e) Each employee shall be responsible for and shall take proper care of the equipments, instruments, tools, articles, stationeries etc., generally and specifically entrusted, to him/her. Employees shall not take out of the premises, any articles, documents, tools, instruments etc belonging to the Establishment without the written permission of the management.
- f) Employees shall take all necessary precautions to safeguard the Establishment's property and prevent accident or damage to it.
- g) All work in the Establishment shall be considered dignified. Every employee shall be prepared and agreeable to perform even a lower classified job when asked by the management in the interest of the uninterrupted and productive working of the Establishment.
- h) Every employee is liable to perform all jobs which are ancillary to incidental to or connected with or preliminary to his/her main duties.
- i) Employees shall attend to their work without delay or demur.
- j) No employee shall defame his/her Employer/Management and/or any of the superiors of the Establishment for any reason whatsoever
- k) The employees assure and render full co-operation with the Management in maintaining good discipline, smooth and continuous work of the Establishment and increased productivity in their work.
- l) Every employee shall be liable to make good any loss or damage sustained by the Establishment as a result of any negligence or carelessness on his/her part in performance of his/her duties. Amount of loss or damage will be recovered as per the provisions of law after giving full opportunity of being heard to the concerned employee. Employees shall be liable to be sued for any loss or damage caused to the property of the Establishment or in respect of the amount misappropriated apart from the punishment under these service rules.

- n) No employee shall eat or smoke in places other than those specifically assigned for the purpose.
- o) No employee shall bring liquor or other intoxicants to the Establishment premises, consume any intoxicants on the Establishment's premises or report for duty in an unfit condition because of previous indulgence or under the influence of any intoxicant.
- p) No employee shall interfere with other employees work, disturb them or cause any annoyance to them at work.

### **33. COMPLAINTS:**

All complaints arising out of employment, service, working conditions including those relating to unfair treatment or wrong full exaction on the part of the Establishment's Management or Officials shall be submitted to the Managing Trustee or Medical Director in case of Hospital or Principal / Dean in case of College or Institute.

### **34. PROVIDENT FUND, GRATUITY & MATERNITY BENEFIT :**

- a) All eligible employees shall be covered under the Provident Fund & Family Pension schemes as per the provisions of Employees Provident Funds & Miscellaneous Provisions Act, 1952 and the schemes framed there under.
- b) Every eligible employee shall be paid gratuity as per the provisions of the Payment of Gratuity Act, 1972 when such employee leaves or retires or terminated from service of the establishment / Institute after completing not less than 5 years of continuous service.
- c) Every eligible female employee who is confirmed in service of the establishment / Institute is entitled for Maternity Benefit as per the provisions of the Maternity Benefit Act 1961.

### **35. SERVICE CERTIFICATE :**

Every permanent employee shall be entitled to a Service Certificate at the time of his/her termination or resignation or retirement from service and such a certificate shall state the reasons for the termination of his/her service.

**CONSEQUENCE TO TERMINATION / DISCHARGE /  
DISMISSAL/ RETIREMENT / RESIGNATION :**

Every employee on termination or discharge or dismissal or resignation or retirement from the services of the Establishment / Institute shall hand over all the monies, files, register, documents, papers and other properties of the Establishment / institute in his/her possession or control and shall hand over the possession of the flat /house /accommodation or quarters in his /her possession, if any, to the Management. The accounts of such employees will be settled only after he /she comply with the above conditions.

**37. GENERAL:**

- a All employees of the Establishment / Institute are subject to and are bound by the rules, regulations and procedures relating to conditions of appointment, emoluments, retirement, leave etc. as they are in force at the time of their appointment and as they may be modified from time to time together.
- b The Management shall have the right to amend, alter, add to or delete from these Service Rules from time to time, and such alterations amendments or modifications shall be binding on all the employees of the Establishment / Institute from the date of publishing them.
- c Nothing contained in these Service Rules shall operate in derogation of any law applicable or to the prejudice of any right of the Employees under an agreement or settlement or Award/Order of any Court of law for time being in force or written contract of service.

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