

# SERVICE CONDITIONS

## **DRIEMS POLYTECHNIC**

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# PART – I (SERVICE CONDITIONS)

## DEFINITIONS

### PRELIMINARY

1. **Short title** – These regulations may be called the “Dhaneswar Rath Institute of Engineering & Medical Sciences” in short DRIEMS, DIPLOMA ENGG. (staff) regulations 2006 & amended as follows. The DRIEMS DIPLOMA ENGG., the Institute change its name to “DRIEMS POLYTECHNIC”, vide AICTE letter No. F.No. Eastern/1-1394622772/2013/EOA dtd.19 March2013. It shall come into force with effect from the date 19.03.2013
2. (1) **Application** -
  - (a) These regulations shall apply to every whole time employees of “DRIEMS POLYTECHNIC” here in after called the Institute.
  - (b) Staff employed temporarily or advisors, officers or other staffs recruited on special contracts, unless the contracts contain different provision(2) Nothing in these provisions shall apply to the functionaries of the Board of Directors of the Society.
3. **Definitions** -

1. **Institute:**

means **DRIEMS POLYTECHNIC**.

2. **Board:**

means the Board of Directors of the Society “Dhaneswar Rath Institute of Engineering & Medical Sciences(DRIEMS).

3. **Management:**

means the Body Managing the affairs of the Institute or the functional Directors of the Society.

4. **Chairman:**

means the Chairman as defined under clause-12 of Rules & Regulations to Bye-law of the Society.

5. **Managing Director:**

means the Managing Director as defined under clause-12 of Rules & Regulations to Bye-law of the Society.

## **6. Functional Directors:**

means the Functional Directors as defined under clause-12 of Rules & Regulations to Bye-law of the Society.

## **7. State Government:**

means the Government of Odisha.

## **8. Employee:**

means the employee of the Institute whose service is at the disposal of the Institute.

## **9. Principal & Vice-Principal:**

means the Principal of the Institute ; or in his/her absence, Vice-Principal /such other Officer of the Institute directed by the Principal to exercise temporarily such powers and perform such functions and duties of the Principal.

## **10. Regular Employee:**

means an employee who holds a post against a regular vacancy in the respective cadre as per the terms and conditions of the agreement with the Institute as concurred by the Board of Governors.

## **11. Cadre:**

means the strength of a service sanctioned as a separate unit.

## **12. Temporary Employee:**

means an employee who is appointed against a temporary vacancy as per the terms and conditions of agreement with the Institute.

## **13. Probationer:**

means an employee on probation in or against a regular post in a cadre of the Institute.

## **14. Contract employee :**

means an employee who is appointed on contractual basis as per terms of appointment.

## 15. Probation Period:

Unless specifically mentioned in the terms of Appointment, it means a period of 1 (one) year within which the employee has to perform the assigned duty satisfactorily and is to be confirmed in the post there after subject to concurrence of Board of Governors. Failure to function satisfactorily, the probation period of the employee who does not hold a regular post could be extended by a period as decided by the Management or, the service of the employee could be terminated without assigning any reason whatsoever. In case of a regular employee, the probation period can be extended by a period as decided by the Management and after the completion of the extended probation period; he/she can be placed against such post on concurrence of the Board of Governors.

## 16. The Institute shall have the staff as given below:

- (i) **Principal & Teaching Faculty** – Means the teaching staff of the Institute & includes the Principal, Vice-Principal, Dean, Asst. Professors, Senior Lecturers, Lecturers and Workshop Superintendent.
- (ii) **Technical support Staff** – Means all employees of the Institute whose duties are of technical nature and engaged in workshop, library, laboratory, computer centre and physical training etc.
- (iii) **Administrative Staff** – means Director(Administration), Principal, officers in charge of administration such as Administrative Officer, Accounts Officer, Co-ordinator, Medical Officer, Training & Placement Officers, Office-Superintendent, P.A/P.S, Stenographers, Senior Assistants, Junior Assistants, Supervisors, Mechanics, Transport Manager, Maintenance staff or any other staff as designated by the Management.
- (iv) **Support staff** – Means Drivers & Helpers, Peons, Attendant, Watchman, Security Guards, Gardeners, Sweepers and any other employee as designated and appointed by the Management.

## 17. Year:

means an English Calendar Year.

## 18. Month:

means a month of the English Calendar Year.

## 19. Pay:

means the amount drawn monthly by an employee as:-

- (a) The Pay, other than Special Pay or pay granted in view of employee's personal qualifications which has been sanctioned for a post held by the particular employee.
- (b) Any other Special Pay or Personal Pay,
- (c) Any other recurring emoluments, which may be specially classified by the Management as Pay.

## 20. Special Pay:

means an addition of the nature of the Pay to the emolument of an employee granted in consideration of:-

- i) The special arduous nature of the duty, or,
- ii) A specific and significant addition to the employee's work or responsibility,

**21. Substantive Pay:**

means the Pay other than Special Pay, by the Management as Pay to which an employee is entitled on account of a post to which he/she has been appointed or by reason of his/her substantive position in service.

**22. Time Scale Pay:**

means Pay, subject to any condition prescribed in these Rules, rises by periodical increments from a minimum to a maximum in the same time scale,

Time scale are said to be identical, if the minimum, maximum, the period of increment and the rate of increment of the scale of pay are identical.

**23. Consolidated Pay:**

means the fixed pay, paid monthly to an employee.

**24. Emoluments:**

means the total amount, which includes the Pay, Grade Pay, Personal Pay/Allowances, Special Pay, and Dearness Allowances if any of recurring nature. special work of an occasional or intermittent nature.

**25. Head Quarters:**

Unless specifically mentioned, the Head Quarters of an employee shall be DRIEMS POLYTECHNIC, Tangi, Cuttack to which an employee reports everyday for his/her duties.

**26. Holiday:**

means the holidays declared by the Affiliating Bodies i.e. "State Council for Technical Education & Vocational Training(SCTE&VT), Odisha, Bhubaneswar. Principal or his representative in his absence is authorized to declare holidays for the Institute Employees with prior approval of the Management which will be with full Pay and allowances in accordance with terms of appointment.

**29. Circulation of Amendment** – Any new Regulation or alteration in an existing Regulation shall be issued in the form of circular for circulation among the employees.

**30. Power to Interpret & Implement Regulation** – The power to interpret the Regulations vests in the Director(Admin.) / Principal who is also hereby empowered to issue such administrative instructions as may be necessary to give effect to, and carry out the purpose of the provisions of these Regulations provided that if as a result of any decision of the Managing Director / Principal as regards the constructions of any Regulation or Regulations, an employee feels aggrieved he / she shall have a right to appeal against such decision of

the Chairman / Director(Admin.) through Principal to the Board whose decision shall be final & binding on all concerned.

31. **Service – “Service”** includes the period during which an employee is on duty as well as on leave duly authorised by appropriate authority but does not include any period during which an employee is absent from duty without permission or over stay his / her leave, unless specially permitted by the Director(Admn.).

## **PART - II**

### **RECRUITMENT AND APPOINTMENT**

- (1) Classification of Staff :** The staff of the Institute shall be grouped as follows .
- Class – ‘A’ - Officers**
  - Class – ‘B’ – Supervisory (Teaching & Non-Teaching)**
  - Class – ‘C’ - Ministerial Staff**
  - Class – ‘D’ – Sub-ordinate Staff**
- (2)** The Board shall fix from time to time the number of posts in all categories depending upon requirement in accordance with norms set by AICTE/State Government.
- (3) Temporary Staff :** Notwithstanding anything contained in these regulations the Director(Admn.) may employ staff in Class ‘B’ and Class ‘C’ & Class ‘D’ on a temporary basis for a period not exceeding two months on consolidated pay basis as decided by the Board from time to time.
- (4) Power of Appointment :** Power of appointment for different class to the service of the Institute shall vest in the following authorities.
- Class ‘A’ – Board
  - Class ‘B’ – Chairman/ Director(Admn.)
  - Class ‘C & D’ – Director (Administration)
- Provided that no person in Class ‘A’ and ‘B’ shall be appointed to the services of the Institute unless an advertisement in the local newspapers inviting applications has been given and a selection committee appointed by the Board has selected one or more of such applications. Provided further that no person shall be appointed in Class ‘A’ unless his/her appointment is first approved by the board and no adverse report is received about the character and antecedents on Police verification. Provided further that terms and condition of the appointment fixed by the selection committee / appropriate authority shall be final.
- (5) Grant of Advance increment / Higher pay Scale on first appointment :** The Board may in exceptional cases consider advance increments or higher pay scale to an employee on his/her first appointment.
- (6)** Except as otherwise provided by the Board at the time of his/her reemployment, these regulations shall apply to a person who is reemployed in the Institute service as if he/she has entered the service for the first time on the date of his/her reemployment.
- (7)** “Service” of an employee shall be deemed to commence from the working day on which an employee reports to duty in an appointment covered by these regulations at the place and time intimated to him/her by the appropriate authority provided that he / she reports before noon, otherwise his/her service shall commence from the next following working day.
- (8) Selection Committee –** Recruitment to the faculty as well as other positions in class ‘A’ category shall be in accordance with the norms set by AICTE. The selection may be made through advertisement in local daily Newspapers as well as directly entertaining applications by the Management in case of deserving and talented candidates. In all cases selection shall be through a regular selection committee appointed by the Board with Director(Admn.) as Chairman and Principal as convenor cum Vice-Chairman. The Committee shall further consist of Dean, HODs and outside experts / subjects specialists decided by the Principal.

Provided that further selection procedure may include written test, personal interview and demonstration classes as decided by the selection committee.

For recruitment to 'B' class positions in teaching profession selection committee shall be appointed by the Chairman with Director (Admn.) as Convenor Chairman of the committee. The Committee shall consist of six other members selected from Class-'A' employees.

Procedure shall include written test, skill test & interview for Class 'B' Non- teaching professions.

For recruitment to Class 'C & D' positions Director (Admn.) will head the committee, which shall select successful candidates after taking a skill test.

**(9) Retirement** – The normal age of retirement from the services of the Institute shall be 60 years. However, the Management may consider extension of this age of retirement of deserving candidates keeping the AICTE & State Government norms in view.



# PART - III

## GENERAL CONDITIONS OF SERVICE

### 1. GENERAL CONDITIONS

- (a) A record of service shall be maintained in respect of each employee, in such form as may be prescribed by the Management.
  
- (b) Every employee, on his/her first appointment at the Institute, shall be required to declare the date of his/her birth by Christian Era with documentary evidence such as a Matriculation Certificate, Municipal Birth Certificate etc. If the exact date of birth is not known, it will be determined in a manner as decided by the Appointing Authority of the Institute. The date of birth shall be recorded in the service book or in any other record that may be maintained by the Institute in respect of the of the employee's service. Once recorded, it cannot be altered until and unless the appointing authority after going through the documents of authentication and recommends to the board and board approves it.
  
- (c) The period of Probation of an employee of an Institute employee appointed against a regular post shall ordinarily be one year. In case the appointing authority so desires, it may be extended up to 2 years. On completion of the probation period to the best satisfaction of the board and on furtherance of interest of the society, the service of the employee shall be regularized with effect from the date of appointment.
  
- (d) The full time of the employee shall be at the disposal of the Institute and he/she may be assigned any duty required by the appointing authority by a special order.
  
- (e) The service of an employee of the institute on probation on first appointment or on a temporary post shall be liable to termination with one month notice or a month's pay in lieu there of, from either side.
  
- (f) The service of a regular employee of the Institute can be terminated with 2 (two) months notice or 2 month's pay in lieu there of, from either side if the situation so warrant considering the greater interest of Institute.

### 2. SENIORITY

- (a) The inter-se seniority of the employees recruited by the same Selection Committee shall be determined according to the order of merit given by the selection committee at the time of appointment to the cadre, irrespective the date of joining/through CAS.

- (b) **The inter-se seniority of employees in identical scale of pay, recruited by different selection committees/selection processes shall be determined by the date of joining.**
3. **Promotion- The Selection and Promotion Committee as appointed by the Board shall recommend suitable employees for promotion whom they consider fit purely basing on merit. The Board on the advice of the selection committee make such promotion in regard to employee of Class “A” as it deems proper and notwithstanding his/her seniority in the grade. The appropriate authority may on the advice of selection committee make such promotions in regard to employees of categories “B” and “C & D” as it deems proper and notwithstanding his/her seniority in the grade. No employee shall have a right to be appointed or promoted to any particular post or grade, provided that the appropriate authority may at his discretion make temporary promotions for period not exceeding three months pending selection of outside candidates or approval or promotion by the Board/ appropriate authority.**
4. **Reversion : - An employee who has been appointed to officiate or promoted on probation to higher post shall be liable to be reverted without notice at any time within two years of such appointment of promotion provided that he / she is found unfit to hold the post.**
5. **Code of conduct for academic staff:  
Every Teacher during his/her service period should**
- (a) **Adhere to a responsible pattern of conduct and demeanour expected of him or her by the community; seek to make professional growth continuous through study and research;**
- (b) **Express free and frank opinion by participating at professional meetings, seminars, conferences etc. towards the contribution of knowledge; maintain active membership of professional organizations and strive to improve education and profession through them; perform his/her duties in the form of teaching, tutorial, practical and seminar work conscientiously and with dedication;**
- (c) **Co-operate and assist in carrying out functions relating to the educational responsibilities of the institute and State Council such as: assisting in appraising application for admission, advising and counseling students as well as assisting in conduct of State Council and Institute’s examinations, including supervision and invigilation and evaluation; participate in extension, co-curricular and extra curricular activities including community service.**
- (d) **Respect the right and dignity of student in expressing his/her opinion; deal justly and impartially with students regardless of their religion, caste, economic and social characteristics; recognize between the difference in aptitude and capabilities among students and strive to meet their individual needs;**

- (e) Encourage students to improve their attainments, develop their responsibilities and at the same time contribute to community welfare; inculcate among students scientific out-look and respect for physical labor and ideals of democracy, patriotism and peace; be affectionate to the students and not to behave in a vindictive manner towards them for any reason; pay attention to the attainment of the student in assessing his/her merit;**
- (f) Make themselves available to the students even beyond their class hours and help and guide them without any remuneration or reward;**
- (g) Refrain from undertaking any other employment and private tuitions and coaching classes, which are likely to interfere with their professional responsibilities.**
- (h) Should take classes assigned to him / her regularly and must arrive in time and should not leave the class room before time.**
- (i) Should not leave the premises of the institute during duty hours without prior permission of the Appropriate Authority.**

## **6. GENERAL CODE OF CONDUCT**

**An employee of the Institute during his/her service period**

- (a) Shall at all times, maintain high standards of honesty, integrity and impartiality, decorum of conduct and devotion to duty;**
- (b) Unless otherwise stated specifically in the terms of appointment, is a whole time employee of the Institute;**
- (c) Shall be required to observe scheduled hours of work during which he/she must be present at the place of duty;**
- (d) Except for valid reasons and unforeseen contingencies shall not be absent from duty without prior permission of the appropriate authority;**
- (e) Shall not leave station/headquarter without prior permission during leave or vacation periods;**

- (f) While leaving station/headquarter, shall leave with the Authority his/her contact address and telephone no.;**
  
- (g) Carry out the orders and instructions of the superiors;**
  
- (h) Shall not be a member of any political organization, communal party or take part in political or communal activities or assist in any manner in political or communal movement; shall not in anyway, violate any law of the Government; shall not approach any member of Parliament or State legislature to influence the Institute authorities in matters of service. *(This however does not debar the employee to exercise his/her right to cast vote in case of Election to the Parliament, State Legislature or, to any constitutional / civic bodies.)***
  
- (i) Shall not publish in his/her own name or anonymously contribute to the Press and Media any matter which is likely to cause academic indiscipline or promote defiance of authority of the Institute or the policies of the Govt.; shall not make any public utterances or express any opinion which would be tantamount to criticizing the Institute's Management or the Academic system of the Institute or the policies of the Govt.;**
  
- (j) Shall take prior permission from the Institute Authorities for editing or managing any newspaper / journal / magazine; for participating in any radio / TV broadcast. However, no such sanction shall be required if such contribution is purely on academic, literary or scientific matter and done under intimation to the Management / Authority.**
  
- (k) Shall not resort to any strike (including hunger strike) from work; join in any procession or demonstration or any other form of agitation to ventilate his/her grievance on academic or service matters whether such strike is partial or complete;**
  
- (l) Shall not join or continue to be a member of any service Association;**
  
- (m) Shall not give evidence in any enquiry without prior permission of the Authority;**
  
- (n) Shall not, except with the previous permission of the Institute ask for, or accept contributions to or otherwise with the raising of any fund in pursuance of any object whatsoever.**
  
- (o) May take honorary work of academic nature, social, charitable, literary, artistic, scientific character with prior permission of the Institute authorities;**
  
- (p) Shall not be insolvent and avoid habitual indebtedness. In case of any legal proceedings for insolvency, shall report forthwith full facts to the Institute;**

- (q) Must inform the Institute authorities if he/she is involved in any criminal proceedings irrespective of the fact that whether bail is granted or not. An employee who is detained in Public custody whether on criminal charge or otherwise for longer than 48 hours shall not join duty in the institute without written permission from the Institute authorities.**
- (r) Official information or secrets which come into the possession of the employees of the institute in their capacity as employees or otherwise must not be divulged others.**
- (s) No employee shall make use of unpublished records or letters of the institute for communication to the public, press or to any unauthorized person whether official or not.**
- (t) No file or document in hard copy or soft copy format (computer data storage media) shall be removed outside the office premises by any employee unless directed / permitted by the Managing Director/ Principal.**

#### **7. OTHER CONDITIONS THAT ARE CONSIDERED MISCONDUCT**

- (a) Willful insubordination or disobedience whether alone or in combination with others of any lawful and reasonable order of superior.**
- (b) Participating / promoting in an illegal strike, insisting others to strike work in contravention of the provision of any law.**
- (c) Willful starving down in performance, abetment, or instigation thereof.**
- (d) Habitual breach of any law applicable to the work or any rule made thereunder.**
- (e) Drunkenness, riotous or disorderly or indecent behavior at workplace.**
- (f) Habitual neglect of work or habitual negligence.**
- (g) Hoping meetings within the premises without prior permission of the Authorities.**
- (h) Resorting to bigamous marriage.**
- (i) Accepting or giving bribe to any one.**
- (j) Use of abusive and un-parliamentary language.**
- (k) Theft, fraud or dishonesty in connection with the principal employer's business or property.**
- (l) Causing deliberate damage to institute's properties and installations / equipment / documents.**

- (m) Assaulting or intimidating any employee of the institute.**
- (n) Sleeping while on duty**
- (o) Smoking, gambling etc. within the premises of the institute**
- (p) Violation of safety provisions/ regulations applicable**

## **8. IMPOSITION OF PENALTY**

- (a) Violation of any of the conditions contained under this Service Conditions shall be construed as misconduct and attract penal action by the Authority/Management commensurate to the offence committed.**
- (b) The employee maybe served a Charge Sheet containing the details of offence committed quoting the relevant Rule no. and / or, may be suspended from service forthwith.**
- (c) Methodology for serving Charge Sheet:**
  - i. The reporting Authority as detailed in the Leave Rules shall enjoy the authority to serve a Charge Sheet to the concerned employee through proper channel at the earliest, but not later than 7(seven) working days of noticing/knowing about the misconduct committed by the employee.**
  - ii. A copy of the Charge Sheet shall be placed in the Personal File of the concerned employee.**
  - iii. The employee shall be required to furnish to the Authority through proper channel a reply/explanation to the charges contained in the Charge Sheet, charge by charge within 7 (seven) working days of receiving the charge sheet.**
  - iv. The reply / explanation shall be in his/her own hand writing or typed (in which case every page shall contain his/her full signature or Thumb impression with date). No Legal Notice/Reply shall be entertained for such reply/ explanation.**
  - v. In case of failure by the employee to furnish the Reply / Explanation within the stipulated time period, it will be presumed that the employee has nothing to state**

against the charges framed and the case will be decided on its merit by the Authority, which shall be binding on the employee.

- (d) The Authority / Management shall decide the case directly on receiving the reply of the employee or to enquire in to the case through a duly constituted Committee, in which case the Members of this Committee i.e. the Enquiring Officer and the Presenting Officer on behalf of the Authority/Management shall be decided by the Authority / Management.
- (e) The committee shall be given a copy of the Charge Sheet and the Reply of the employee. The employee shall be given an opportunity of hearing by appearing before the Committee on the stipulated date and time at the stipulated place with facts, records and witnesses, if any to defend himself/herself against the alleged misconduct and the charge framed against him / her.
- (f) In case of failure by the employee to furnish the Reply/Explanation within the stipulated time period and/or to appear before the Enquiry Committee, the Enquiring Officer shall have the option to decide the case Ex-Parte.
- (g) On completion of the enquiry, the Enquiring Officer shall submit its findings clearly stating which of the charges could be established, to the Disciplinary Authority within 7 days of completion of the Enquiry.
- (h) A copy of the Enquiry proceedings with findings shall be given to the concerned employee.
- (i) A copy of the recommendations of the Enquiring Officer, which shall be marked *CONFIDENTIAL*; would be forwarded to the Authority / Management.
- (j) The Authority / Management shall decide the type and amount of penalty to be awarded to an employee or exonerate him/her from the charges and revoke the suspension as the case may be, after due considerations of the replies furnished by the employee and based on facts brought on record during the course of enquiry.
- (k) During the period of suspension, continuance of pay and allowance or withholding of the same would be decided by the Authority/Management subject to condition that bonafideness of such employee is to establish through the disciplinary committee.
- (l) A copy of the decision taken by the Authority / Management shall be placed in the Personal File of the employee.
- (u) TYPES AND AMOUNT OF PENALTY

**The penalty to be imposed shall be of 2 types i.e. *Minor* and *Major* depending on the misconduct committed. The details are as follows:**

**Minor Penalty**

- **Verbal cautioning /reprimanding**
- **Issue of written warning**

**Major Penalty**

- **Suspension**
- **Break in service**
- **Reduction of pay in the existing Scale from the date of committing the misconduct**
  
- **Downgrading of Seniority**
- **Downgrading the Scale of pay to the next lower Scale from the date of committing the misconduct.**
  
- **Recovery from Pay of the whole or part of any pecuniary loss caused to the institute by negligence or breach of orders**
  
- **Fines**
- **Withholding Promotion.**
- **Removal/Dismissal from Service.**

**9. Appeal**

- (a) **Right to appeal:-**  
**An employee shall have a right of appeal against any order passed by a superior authority, which injuriously affects his/her interests.**
- (b) **Appellate authorities :-**



**(1) An appeal shall lie against any orders passed by any superior officer in exercise of the powers conferred on him by or under these Regulations to the Managing Director and that of the Managing Director to the Board. Provided that a copy of the appeal may be submitted direct to the authorities.**

**(2) An application for revision or review of an original order passed by the Board shall be submitted to the Board.**

**(c) Period of Limitation for appeal :-**

**No appeal under these regulations shall be entertained unless it is submitted within a period of one month from the date on which the appellant receives copy of the order appealed against.**

**Provided that the appellate authority may entertain the appeal after the expiry of the said period, if it is satisfied that the appellant had sufficient cause for not submitting the appeal in time.**

**(d) Conditions which an appeal should satisfy:-**

**Every appeal shall comply with the following requirements**

**(i) Every employee submitting an appeal shall do so separately and in his own name.**

**(ii) The appeal shall be addressed to the authority to whom appeal lies shall contain all**

**material statements and arguments on which appellant relies, shall not contain any disrespectful or improper language and shall be complete in itself.**

**(iii) It shall specify the relief desired.**

**(iv) It shall be submitted through the proper channel**

**(e) Withholding of appeals:-**

**An appeal may be withheld by the authority as the case may be, if –**

**(i) it is an appeal against an order from which no appeal lies,**

**(ii) it does not comply with any of the provisions of 'd' above, or**

**(iii) it is illegible or unintelligible,**

**(f) It repeats an appeal already rejected by the authority to whom the appeal is addressed and does not, in the opinion of the authority as may be disclosed any new points or circumstances which afford grounds for re-consideration, provided that when an appeal is withheld under this clause, the authority shall submit to the appellate authority concerned a statement of the grounds on which the appeal is withheld.**

**(g) It is addressed to an authority to which no appeal lies under these Regulations.**

**(h) It is not submitted within the period of limitation as prescribed above.**

**(i) Grounds for withholding the appeal to be communicated to the applicant in every case in which an appeal is withheld. The authority withholding the appeal shall inform the applicant the fact of withholding the appeal and the reasons for withholding it.**

# PART - IV

## LEAVE RULES

This Rule may be called the ***DRIEMS Polytechnic Leave Rules***. The provisions contained in this rule shall apply to all employees of the Institute.

### 1. Definitions

In this rules, unless the context otherwise requires:

- (a) **Completed Years of Service** means continuous service of the specified duration under the Institute and includes the periods spent on duty.
- (b) **Earned Leave means** leave earned in respect of period spent on duty.
- (c) **Extra Ordinary Leave** means leave granted without pay or allowances.
- (d) **Half Pay Leave** means leave earned in respect of completed years of service calculated as in this Rule.
- (e) **Maternity Leave** means leave granted on full average pay to a female employee in case of confinement due to pregnancy.

### 2. Right of Leave

Leave cannot be claimed as a matter of right. Leave may be refused or revoked by the authority empowered to sanction the leave when the exigencies so demand.

#### (a) **Authority empowered to sanction the leave:**

<u>Employee Category</u>	<u>Authority to sanction the leave</u>
Principal	Director(Admin)
Vice-Principal, HoDs & W/s Supdt.	Principal
Teaching Faculties	Vice-Principal
Officers & Staff of Training & Placement Dept.	Principal
Officers & Staff of Principal's Secretariat	Principal
Officers & Staff of Library, Examination Section	Principal
All other members of Academic Staff	Principal
Officers & Staff of Laboratory	Principal
P.As and Office-boys/Peons of non-Academic wing and all other Officers & Staff	Principal

#### (b) **In the absence of the above authorities, the following shall be the sanctioning authority:**

In absence of Authority

Authority to sanction the leave

**Principal**

**Vice-Principal**

**HODs**

**Principal**

**Director (Administration)**

**Principal**

3. Commencements and Termination of Leave

(a) Leave shall not ordinarily be availed, unless sanctioned or permitted by the sanctioning authority. After the sanction / permission is obtained, leave ordinarily begins on the date from which leave as such is actually availed of and ends on the day preceeding the one of which duty is resumed.

(b) When the day immediately preceeding that on which an Institute employee's leave begins is a holiday of one series of holidays or vacation, the employee may be permitted to leave his/her station at the close of the day before such holiday or series of holidays or vacation. Admissibility of this concession is subject to the following conditions:

(i) His/her transfer of charge must not involve the handing over of securities or of money other than permanent advance.

(ii) An employee will not be permitted to affix holidays/vacation to his/her leave except when no substitute has been appointed during the leave period or he/she has to relieve another employee.

(iii) Holidays and/or vacation shall not be both prefixed and suffixed to leave.

(iv) Leave shall not be both prefixed and suffixed to Holidays and/or vacation.

4. Rejoining duty before the expiry of Leave

An employee may return to duty before the expiry of the granted Leave period only with the permission of the Authority. However, if an employee was sanctioned leave under medical grounds, such return to duty before the expiry of the granted Leave period will necessitate production of a Medical Fitness Certificate from the treating doctor, who in any case has to be a Medical Officer of State / Central Govt. subject to final certification by the Medical Officer of the Institute.

5. Availing Leave on Medical ground

- (a) Every application for leave under Medical ground by an employee must be accompanied by a Medical Certificate from by a Medical Officer of State / Central Govt. Such Certificate should distinctly state the nature of the illness, its symptoms, probable causes and duration, and the period of absence considered absolutely necessary for the restoration of the applicant's health subject to approval by Medical officer of the Institute.
- (b) The Authority, at its discretion, may secure a medical opinion by requesting a subject medical specialist / Medical Board where the employee falls ill, to re-examine the employee at the earliest possible day. Under such circumstances, the cost of arranging the re-examination for the specialist shall be borne by the Institute. The Institute shall grant necessary Leave with pay and traveling expenses as per the employee's cadre.
- (c) The employee availing Medical Leave will have to produce fitness certificate from the Doctor under whom he was under treatment at the time of resuming duty. Which has to be certified by Medical Officer of the Institute.

6. Kinds of Leave

The following kinds of Leave shall be admissible to the Employees:

- (i) Casual Leave
- (ii) Special Casual Leave
- (iii) Half Pay Leave
- (iv) Earned Leave
- (v) Maternity Leave
- (vi) Extra Ordinary Leave
- (vii) Study Leave
- (viii) Leave without Pay

7. Casual Leave

- (i) **Casual Leave, or in short CL, is not treated as absence from duty and the pay of an employee on CL is not intermitted. CL cannot be claimed as of right. It is granted subject to the exigencies of service and subject to a Maximum of 15 days in the aggregate in a calendar year.**
- (ii) **Unavailed CL is not allowed to get carried over to next calendar year.**
- (iii) **An employee may avail CL as and when the employee needs; subject to the condition that it is granted/permitted in advance by the Authority.**
- (iv) **CL shall not be allowed for a total duration of 10 days at one time including Sundays and other Holidays declared by the Institute.**
- (v) **Address during leave period with contact phone number must be indicated in the application for availing CL.**
- (vi) **If the employee intends to leave his/her head-quarter, due prior permission must be obtained from the Authority.**
- (vii) **For employees joining the Institute during the calendar year, the CL sanctioned shall be proportionate to the period of service during the calendar year.**
- (viii) **Application for CL must be submitted to the Authority at least 1 day in advance. Absence in anticipation of sanction may not be condoned unless the necessity for the leave could not be foreseen. In such cases, the nature of sudden absence will have to be stated.**

8. Half Pay Leave

- (a) **The half pay leave (HPL) admissible to members of Staff, both Permanent and temporary in respect of each completed year of service, shall be 20 days.**
- (b) **HPL may be granted to a member on medical certificate or on private grounds.**

- (c) **HPL shall be admissible to an employee only after successful completion of his/her Probation period.**

9. Earned Leave

- (i) **Earned Leave (EL) shall be admissible to an employee declared as a vacation staff and shall be considered to have availed himself/herself of a vacation or a portion of a vacation, unless he/she has been required by general or special order of a higher authority to perform duty of any kind during such vacation or period thereof, other than routine duties which do not necessitate his/her personal presence at the place where such duties are normally performed; provided that an employee who owing to such order, is able to avail himself/herself of only fifteen or less number of days of vacation, shall be regarded as having been on duty through-out the vacation.**

- (ii) **The EL admissible to an employee in a vacation department is subject to the following conditions:**

- (a) **For each year of duty in which an employee has availed the full vacation of 60 days, he/she will earn 13 days of leave, provided that for the period of vacation when he/she is retained on duty, he/she will earn leave at the rate of one day for every three days spent in duty.**

- (b) **Earned leave is to be credited to the leave account of the vacation staff at the rate of 3 days in the first quarters and 4 days in the last quarter of the calendar year.**

- (c) **For the purpose this rule, vacation counts as duty.**

- (iii) **The EL admissible to member of non-vacation staff:**

- (a) **The EL admissible to member of non-vacation staff shall be 30 days per year. 15days leave shall be credited into the leave account on 30<sup>th</sup> June & 31<sup>st</sup> December every year.**
- (b) **Incase of member of staff is not a permanent employee; the EL admissible during the first year of service shall be 1/20 of the days spent on duty.**

**(iv) Limits of accumulation and grant:**

- (a) **It is applicable to all members of staff.**
- (b) **A member or staff shall cease to earn such leave when the earned leave accumulated amounts to 300 days.**
- (c) **The Maximum amount of earned leave that can be granted to a member of the staff at a time shall be 120 days. EL may be granted for more than 120 days if the entire leave so granted or any proportion thereof is spent outside India, provided that when EL exceeding 120 days is so granted the period of such leave spent within India shall not in the aggregate exceed 120 days.**
- (d) **An employee can avail EL only twice in a year, with the condition that the period between the first availment and second availment is not less than 3 (three) calendar months.**
- (e) **EL shall be admissible to an employee only after successful completion of his/her Probation period.**

**Provided that no earned leave shall accrue to the credit of any employee during which period he/she was on unauthorized leave and / or for the period under suspension, and/ or breakage of service as a measure of punishment.**

**10. Extra Ordinary Leave**

- (i) **Extra ordinary Leave shall always be without pay and allowances and may be granted when no other kind of leave is admissible.**



- (ii) **Except for those employees who have put in not less than 3 years of continuous service, the duration of Extra Ordinary Leave on any one occasion shall not exceed the following limits:**
  - (a) **Two months**
  - (b) **Four months in special cases, where such leave is supported by a Medical Certificate as required under rules.**
  - (c) **Eighteen months where the employee is under going treatment for pulmonary tuberculosis either in a recognized sanatorium or at his/her residence under a tuberculosis of any other part of the body, by a qualified tuberculosis specialist or a civil surgeon.**
- (iii) **Where an employee is not in permanent employment fails to resume duty on the expiry of the maximum period extra ordinary leave granted, or where such an employee who is granted a lesser amount of extra ordinary leave than the maximum amount admissible remains absent from duty for any special period which together with extra ordinary leave granted exceeds the limit up to which he/she could have been granted such leave under this rule, he/she shall be deemed to have resigned from the services of the Institute.**

#### *11. Maternity Leave*

- (i) **Maternity Leave may be granted to a female employee who has rendered not less than one-year continuous service in the Institute with full pay for a period of 3 (three) months or for 6 (six) weeks from the date of confinement whichever is earlier.**

- (ii) **Maternity Leave may be granted in case of miscarriage or abortion subject to the condition that the leave does not exceed 6 (six) weeks and, the application is supported by a Medical Certificate of a registered medical practitioner or a doctor of State/Central Govt. hospital.**
- (iii) **Abortion included under Medical Termination of Pregnancy Act 1971 should be considered as a case of abortion for the purpose of granting this leave.**
- (iv) **Maternity Leave shall not be granted for the third and subsequent issues.**
- (vi) **Maternity Leave shall not be debited to the leave account.**

12. Study Leave

- (i) **A member of the teaching staff may be granted Study Leave for the purpose of pursuing M.Phil/M.Tech/Doctoral Study in his/her respective field subject to the following conditions:**
- **The employee must have put in at least 1 year of service in the Institute,**
  - **The employee must be sponsored by the Institute,**
  - **Must execute a bond with the Institute to put in a minimum of 2 years of service after successfully completing the said study,**
  - **The Bond amount shall be equal to the amount the employee would have received as pay and allowance with interest prevailing at the time of availing the leave. This will be legally binding,**

- **The Institute will have the option to sponsor only such candidates and only in such courses/fields which are necessary for consolidation of existing program, or any new program of advanced studies to be started in the Institute,**
- **This Leave shall be granted to a member who has a minimum of 10 years of service length before his/her retirement.**

**(ii) The Period of Leave for this purpose shall be:**

**For M.Phil - 1 Year.**

**For M.Tech degree - 2 Years.**

**For Ph.D degree - 3 Years.**

- (iii) Study Leave shall not be debited to employee's Leave account and will count for Service.**
- (iv) The member shall submit Half Yearly report to the Principal on the progress of his study / research, and a comprehensive report within a month of completion of the leave.**
- (v) A member of teaching staff having acquired M.Phil/M.Tech degree on availing Study Leave from the Institute may again apply for study leave for doing Ph.D only after serving in the Institute for at least a period of 3 years after obtaining M.Phil/M.Tech degree.**
- (vi) All leave other than extra ordinary leave shall be counted for increment in the time scale applicable to the post held by the academic employee at the time he/she proceeded on leave and would have continued to hold but for proceeding on leave.**
- (vii) Provided that the Institute may direct, subject to such conditions as may be specified, that extra ordinary leave granted on account of illness, supported by Medical Certificates routed through the guide/Institution where he/she is continuing the studies, for any reason beyond the control of the Academics of the Institute, or for continuing studies leading to M. Phil/M.Tech or Ph.D degree or Post Doctoral work with the approval of the Institute authorities may count for increment.**
- (viii) Extra ordinary leave for continuing Post Doctoral work may be granted for two years and may at the maximum be extended by two more years one year at a time.**

- (ix) Total number of teaching staff of any discipline allowed to go on Study Leave shall not exceed more than 10% of the total number of teaching staff of that discipline at any point of time. The fractions shall be rounded to the next higher number while computing this figure, with the minimum figure as 1 (one).

13. Leave Without Pay

For continuity in length of Service, it is mandatory that leave has the sanction of the Authority. When an employee does not have any leave due in his/her account, the same shall be without pay, but with continuity in service. No leave can be availed in advance or as a credit.

14. Vacations and Leave Salary

- An employee of the Institute entitled to vacation shall be eligible for pay and allowances at full rates during the period of vacation.
- An employee on half pay leave is entitled to leave salary at the half rate admissible under the rule cited above.
- An employee on extra ordinary leave is entitled to no leave salary.

15. Increment during Leave Period

If the increment falls due during leave other than casual leave and Study leave, the effect of the increase in pay will be given from the date the member of staff resume duty without prejudice to the normal date of his/her increment.