

MATHRU SHREE RAMABAI AMBEDKAR
DENTAL COLLEGE AND HOSPITAL

NO.1/36,CLINE ROAD COOKE TOWN,BANGALORE-05.

SERVICE RULES OF
ANANDA SOCIAL & EDUCATIONAL TRUST

24 Dr B.R. Ambedkar Medical College Campus Kadugondana Halli
Bangalore -560045.

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Dr PRADEEP PR
PRINCIPAL

M.R. Ambedkar Dental College & Hospital
Bengaluru - 560 005

**SERVICE RULES
OF**

ANANDA SOCIAL & EDUCATIONAL TRUST

No.24, Dr. B.R. Ambedkar Medical College

Campus

Kadugondana Halli

Bangalore-560 045.

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Bangaluru - 560 005**

Whereas it is found necessary to frame rules to regulate the day to day administration in respect of the Institutions, Hospitals, etc. run by the Trust

Whereas the Board of Trustees have resolved to frame the Rules.

By virtue of the powers vested in the Board of Trustees under Clause 8 of the Trust Deed dated 10/01/1980 and 07/08/1986 the Board of Trustees hereby frame and enact the Rules as here under.

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**ANANDA SOCIAL & EDUCATIONAL TRUST INSTITUTIONS
EMPLOYEES SERVICE REGULATIONS**

CHAPTER - I

- 1.1. These Rules shall be called as Ananda Social & Educational Trust Institutions Employees Service Rules.
- 2.1. These Rules shall come into effect from the date, the Trust may decide and notify.
- 3.1. These Rules are applicable to all the employees of the Institutions run by A.S.& E.T. except to those employed on daily or monthly rated or on consolidated pay and any employee appointed casually for a limited period. They shall also apply to employees on deputation and on contract basis.
- 4.1. The powers conferred by these Rules may be delegated in writing by the Trust to the Chairman of Governing Council/Principal/Other Officers subject to any condition that may be imposed on them by the Trust.
- 5.1. The Trust reserves the right to amend, cancel, vary or substitute the existing Rules or to frame new Rules from time to time if the occasion demands.
- 6.1. The Trust, if satisfied that the operation of these Rules causes undue hardship in any particular case or class/cadre of employees, it may in writing dispense with or relax the requirements of that Rule to such extent and subject to such condition as it may consider necessary for dealing with any case in a just and equitable manner.

DEFINITIONS

- 7.1. "Absentee" means an employee who abstains from duty without sanction of leave by competent authority and who is under suspension if his suspension is confirmed after due enquiry.
- 7.2. "Casual Employee" means a person who is employed on a day to day basis for the use of occasional or casual nature.
- 7.3. "Contract Employee" is a temporary employee who is appointed for a specified period of time.
 - (a) To work in a post which may be temporary OR
 - (b) To fill a temporary vacancy in an officiating post OR
 - (c) To cope up with temporary increase in work OR
 - (d) For any other reasons
- 7.4. "Competent" authorities includes any authority to which the power is conferred or delegated by or under these Rules.

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- 7.5. "Consolidated Salary" means salary fixed by the competent authority.
- 7.6. "Continuous service" means the service of an employee from the beginning of his/her services without any break. Only leave with allowances and extra-ordinary leave duty sanctioned by authority will be regarded as continuous service.
- 7.7. "Contribution" in relation to retirement benefit scheme means the amount contributed by employees as per the scheme but shall not include the accumulated amount as per provisions of the scheme.
- 7.8. "Deposit amount" in relation to retirement benefits scheme means the amount contributed by the employees as per the scheme and the accumulated amount as per the provisions of the scheme.
- 7.9. "Duty" includes also
- Service as probationer.
 - The period or deputed temporarily on special duty by or under orders of the competent authority and includes the time reasonably necessary to travel from and to places of such special duty.
- 7.10. "Employee" means for the purpose of retirement benefit scheme, an officiating and confirmed employee of the Institution both teaching and non-teaching.
- 7.11. "Governing Council" means the Council constituted by the Trust to manage the Institutions run by the Trust.
- 7.12. "Hospital" means Dr. B.R. Ambedkar Medical College & Hospital, K.C. General Hospital and any other Hospital that may be started by the Trust or any other Hospital secured by the Trust for clinical facilities.
- 7.13. "Institutions" means and include Dr. B.R. Ambedkar Medical College, Mathrusri Ramabai Dental College and the Mathrusri Bheemabai Ambedkar Institute of Nursing and other Hospitals, Colleges, Hostels and premises of the above College campus in which those Colleges are situated in Bangalore.
- 7.14. "Leave salary" means the month amount payable to an employee while on leave.
- 7.15. "Lien" means the title/right of an employee to hold a post substantively either immediately or on the termination, or a period or periods of absence of a permanent post in which he has been appointed substantively.
- 7.16. "Management" means the Governing Council or any ~~of~~ ^{of the} several Colleges and such persons to whom the powers to manage the institution have been specifically delegated by Governing Council.

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- 7.17. "Member" in relation to retirement benefit scheme means an officiating and confirmed employee who had to be admitted to this scheme.
- 7.18. "Officiate" means to hold a post on which another persons hold a lien.
- 7.19. "Part time employee" means an employee who is employed to do work for less than normal period of working hours. He shall be entitled to such benefit as are specified in writing in his/her letter of appointment.
- 7.20. "Pay" means the basic pay drawn by the employees exclusive of allowances.
- 7.21. "Probationer" is one who is provisionally selected to fill a temporary or officiating post but has not yet completed the prescribed period of probation or extended period of probation and has not been confirmed in writing by the competent authority in which he/she has been provisionally selected. The probationer is considered for all purposes as a temporary employee.
- 7.22. "Officiating or permanent post" means a post carrying a definite scale of pay sanctioned without limit of time.
- 7.23. "Salary" means a except where otherwise mentioned means basic pay plus all allowances.
- 7.24. "Time scale of pay" means which raised by periodical increments from a minimum to a maximum.
- 7.25. "Temporary employee" means a person who is appointed for a temporary post or to a officiating post for a limited period of time during the absence of leave of a officiating employee or during a period of deputation of a officiating employee.
- 7.26. "Temporary Post" means a post carrying a definite scale of pay sanctioned for a limited time.
- 7.27. "Trust" means Ananda Social & Educational Trust.
- 7.28. "Year" means completion of twelve calendar months. From the date of entry of a member admitted to the scheme of retirement benefit scheme.

CHAPTER - II

RECRUITMENT RULES

- 8.1. The recruitment to several posts in the Institution run by the Trust shall be on the following tenure:
- (a) Temporary
 - (b) On contract
 - (c) On probation
 - (d) On officiation
 - (e) On deputation and
 - (f) Permanent


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- 8.2. The recruitment to several categories of posts in the Institution run by the Trust shall be made by the recruitment committee constituted for each institution for the purpose by the Trust. There shall be one Recruitment Committee for selection of non-teaching staff for each institution.
- 8.3. The recruitment committee for teaching staff shall consist of the Principal of the College, Head of the Department to which the Recruitment relates and three persons to be nominated by the Trust and an expert in the field concerned preferably from outside Karnataka State. One out of the three person to be nominated by the Trust shall be appointed as a Chairman of the Recruitment Committee. The Principal will be the Member Secretary of the Recruitment Committee.
- 8.4. The Recruitment Committee for non-teaching staff shall consist of the Principal of College concerned and three members to be nominated by the Trust one of them being nominated as a Chairman of the Committee. The Principal or Head of the Institution shall be the Member Secretary of the Recruitment Committee.
- 8.5. The application in respect of the existing vacancies or vacancies likely to occur within the near future shall be called for by the Recruitment Committee by a Notification published on the notice board of the Institution run by the Trust and if necessary by publication in some newspaper specifying the qualification, age limit, last date for submission of the application, etc. The prescribed form for such application shall be in form appended below as Form No. 1.
- 8.6. The Recruitment Committee may reject the application of the candidate guilty of impersonation or submitting fabricated documents or making incorrect or false statements.
- 8.7. The Recruitment Committee shall scrutinise the application received in response to the notification. It may call for interview such of the applicants whose application forms are in order.
- 8.8. The Recruitment Committee after such scrutiny and interview shall prepare a list of candidates eligible for appointment not exceeding a number of vacancies notified. The Recruitment Committee may also prepare a waiting list of candidates not exceeding five percent of vacancies notified. The list of selected candidates with the waiting list has to be forwarded to the Trust.
- 8.9. The selected list recommended by the Recruitment Committee shall be submitted for the approval of the Trust. In extra-ordinary cases the Board of Trustees may vary, alter or modify the recommendation of the Recruitment Committee for reasons to be recorded in writing in cases of gross violation of the selection rules.

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- 8.10. After the recommendation of the Committee is approved by the Trust the selected list of candidates shall be sent by the Trust to the appointing authority for issuing appointment orders.
- 8.11. No person shall be appointed to any post in the institution run by the Trust unless it is proved to the satisfaction of the Trust that he/she bears good character and in all respects is suitable for appointments. The decision of the Trust in this regard shall be final.
- 8.12. If at any time either at the time of issue of appointment order or at a time subsequent to issue appointment order, it comes to the notice of the appointing authority that it comes to the notice of the appointing authority that the candidate is guilty of impersonation, or of submitting fabricated documents or making incorrect or false statements, he will be removed summarily from services.
- 8.13. The appointment order to be issued by the appointing authority has to specify whether the person is appointed on probation or on temporary basis. If the appointment is made on probation the appointment order should specify the period of probation and pay scale of the post. The appointment authority may also obtain a bond from the employee to serve the institution for a period of not less than 3 to 5 years. The appointment order shall, as far as possible, be in the form appended below, as Form No. 2.
- 8.14. All teaching post at all levels shall be by direct recruitment only. Every person already in employment in institutions run by the Trust will have to apply afresh if they desire to seek appointments in higher grade. The research work done and any innovations made and papers published in the seminar etc., will form the basis for selection for the post of Associate Professors and Professors.
- 8.15. Employees that are in service on consolidated salary or on daily wages or on temporary basis in the institutions run by the Trust on the day these Rules come into force and who have put in three years or more of service shall be eligible to be regularised. A Screening Committee shall be constituted for this purpose by the Governing Council of the respective Institutions with the Chairman of the Governing Council or his nominee being the Chairman of the Screening Committee and the Principal of the respective Colleges being the Member Secretary. Such of the employees who are certified by the Screening Committee as being suitable for being absorbed after perusal of all their service records in the service of the institutions run by the Trust shall be appointed on officiating basis. Such of the employees whose work is found not satisfactory by the Screening Committee shall be discharged with notice subject to payment of one month's salary for every year of continuous service rendered by the employee. Such of the employees who had put in less than three years as on the date of these rules coming into force shall be regarded as being

continued on probation on the same salary they were drawing for the period which falls short of three years. After the completion of this period of probation they shall be dealt with according to the Rules herein above provided.

- 8.16. In all cadres required to be filled up by direct recruitment there shall be reservation of not less than 40% of the posts to members belonging to Scheduled Castes/Scheduled Tribes.
- 8.17. A candidate appointed shall be required to assume charge of the post within 15 days of the date of order. The appointing authority on being satisfied of valid reasons may further extend time not exceeding one month.

CHAPTER - III SERVICE CONDITIONS

- 9.1. Appointing Authority : The appointing authority for the appointment of an employee in the institution run by the Trust shall be
- (a) Chairman of the Governing Council of the College in respect of lecturers, Associate Professors and Professors and Principals and Vice Principals.
 - (b) Principal or Head of Institution for all other posts in the College subject to the approval of the Chairman of the Governing Council.
 - (c) The Superintendent, for all other post in the Hospital, subject to the approval of the Chairman of the Governing Council.
- 9.2. The Trust is competent to permit an employee to continue on officiating basis in a post.
- 9.3. Probation: An employee directly recruited to the institutions run by the Trust is required to be on probation for a period of two years and the period of probation may be extended at the discretion of the appointing authority with the approval of the Trust provided that such extended period shall not be for more than initial period of probation.
- 9.4. If during the period of probation the employees performance of the duty assigned has been found to be satisfactory he/she may be allowed to officiate in the post. The officiation order will be issued in writing by the appointing authority with the approval of the Trust. If the work of any probationer is found to be exceptionally good, the period of probation can be reduced at the discretion of the appointing authority with the approval of the Trust.
- 9.5. If during the period of probation the performance of duties by the employee is found to be not satisfactory the period of probation may be extended at the discretion of the appointing authority with the approval of the Trust in writing. If the period of probation is not extended and if at the end of the extended period of probation the work of the employees is still found to be unsatisfactory his/her services shall be discharged without notice.

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- 9.6. The appointment made on contract basis shall ensure during the period of contract and the salary payable to such contract employee shall be as is agreed upon by and between the Trust and employee. If during the contract period the Trust or the employee, desires to put an end to the contract, the same may be done by giving one month's prior notice or in lieu of such notice, one month salary being payable by one to the other.
- 9.7. A person appointed temporarily can be removed at any time without notice and without assigning any reasons by the appointing authority.
- 9.8. The Trust may obtain the services of persons on deputation from Govt. or other Institutions. Such persons on deputation will be entitled to deputation allowance of five percent over the salary they were drawing in parent organisation and subject to other conditions that are prevailing in regard to deputation.
- 9.9. No person who is convicted of an offence by criminal court shall be eligible for appointment in any institution run by the Trust.
- 9.10. No person who is of unsound mind or a minor or who is declared insolvent is eligible for appointment in the institutions run by the Trust.
- 9.11. No person who is dismissed service under the Govt. of India or of any State or of any Public undertaking shall be eligible for appointment in any of the institutions run by the Trust.
- 9.12. No person who is a member of any body or association which is declared an unlawful body or association, or has participated in or associated with any activity aimed at organised breach or violence or defiance of law shall be eligible for appointment in any of the institutions run by the Trust.
- 9.13. No person who is a member of any political party shall be eligible to seek appointment in the Institution run by the Trust.
- 9.14. Every employee who is on officiation or confirmed shall have a post in one of the grades referred to in Appendix 1, which will be considered as a substantive grade on which he shall have a lieu when he is on leave or deputation or holding a temporary post or under suspension or is officiating in another grade.
- 9.15. A record of service of each employees shall be mentioned by the Principal of the College or the Superintendent of the Hospitals.
- 9.16. A service book in Form No.3 shall be maintained for such employee from the date of his first appointment in the institution whether permanent, temporary or officiating. It shall be kept in the custody of the Principal of the College or the Superintendent of the Hospital.

9.17. Every step in the employee's official career including temporary/officiating promotion of all kind, date on which period of probation is satisfactorily completed, increment, leave of absence, etc. should be regularly and concurrently recorded in the service book, each entry being verified duly with reference to relevant order and payment of salary and leave statements attested by the Principal or Superintendent. There should be no erasers or writing. Any corrections should be neatly made and properly attested in red ink. Qualification and academic distinction should also be entered in the service book together with reference with relevant order.

9.18. Entries in the Principal's, Vice Principal's and Superintendent's service register shall be attested by the Chairman of the Governing Council of the Institution concerned.

9.19. When an employee is reduced to a lower post, dismissed or removed from service, or suspended or subjected to any other penalty such fact should be briefly noted in service book and copies of the relevant order regarding such reduction removal, suspension or other penalty should be in the service book.

9.20. The entries in leave account should be attested by the Principal or the Superintendent. Declaration of employee exercising option regarding the pay scale, leave sanctioned and orders regulating other conditions should be pasted in the service book with the dated signature of Principal or the Superintendent.

9.21. Date of birth has to be verified with reference to the birth register, S.S.L.C. certificate shall be regarded as final.

9.22. It shall be the duty of every employee to see that his service book is properly kept. The Principal or Superintendent shall allow the employee to examine the service book if he/she so desires once a year. Such scrutiny of the service register by the employee concerned must always be done in the presence of a responsible official who is superior in rank to the official concerned.

9.23. As a token of scrutiny and acceptance of entry in service book/she should put his/her signature in relevant column of service book. The official who supervised the scrutiny should also affix his signature as evidence that no unauthorised changes are made in the service book in the course of such scrutiny.

9.24. Verification of service book once a year shall be made by the Principal or Superintendent as the case may be who after satisfying himself that the service of the employee concerned are correctly recorded in the service book shall record a certificate to be made to the following effect. "Service verified upto date from the pay bills, acquittance bills and other record to which the verification was made".

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- 9.25. A service book of an employee is treated as an official document and it should not be returned to the employee on retirement, resignation or discharge from service. But if he/she asks for a certified copy of the service book on quitting the service the same may be supplied to him/her on payment of copying fees of Rs. 500/-.
- 9.26. When the service of an employee is terminated by removal or dismissal or discharge, his service book should be retained for a period of five years or until the employee's death whichever is earlier and thereafter it shall be destroyed.
- 9.27. The post held by an employee in an institution run by the Trust is not pensionable, as the employees are entitled to Provident Fund.
- 9.28. An employee of the Trust or Institutions run by the Trust shall retire on attaining the age of superannuation at the age of 58 years. The Trust may re-employ such retired officials who are physically fit and mentally alert for a period not exceeding two years. In the case of professional colleges the teachers may be continued on re-employment till he/she attains the age of 62 years of age. If necessary after obtaining the permission of University and other authorities. During the period of re-employment the employee shall be entitled to the salary he/she was last drawing on the date of retirement.

9.29. An employee may be compulsorily retired if his work is found to be unsatisfactory and he is proved to be inefficient and that there are adverse remarks against him for a period of consecutive two years as recorded in the confidential report.

9.29.1. (a) Confidential report for each employee shall be maintained. The person under whom an employee is required to work should record his opinion about his punctuality, character, behavior and dependability in the confidential report about his behavior and relationships with other co-employees and public and patients. The person under whom an employee is serving shall be called as the reporting authority.

(b) The immediate superior of the reporting authority shall furnish his own views on the remarks of the reporting authority. The immediate superior of the reporting authority shall be called as reviewing authority.

(c) The Reviewing authority shall send the confidential report with this remark to the Chairman of the Governing Council, who will be the accepting authority. The accepting authority may add his remarks on the report furnished by the reporting authority and reviewing authority.

(d) If any adverse remark is made against an employee, the same shall be communicated to the concerned employee. If the employees aggrieved by the adverse remarks, he may make a representation to the accepting authority who will consider all materials and will take a decision whether those remarks have to be expunged or not.

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- (e) If the employee is not satisfied with the decision taken by the accepting authority, he may appeal to the Trust. The decision of the Trust in this behalf shall be final.
- (f) If an employee does not refer any appeal to the Trust, the views expressed by the accepting authority shall be regarded as final.
- 9.31. The Principal shall be the administrative head of the College and all employee working in the institution shall be subordinate to him, subject to overall control of the Chairman of Governing Council and he shall exercise such of powers delegated to him by the Chairman of the Governing Council.
- 9.32. An employee may be compulsorily retired after she/he has served the institution for a period of five years of service if the Trust feels that his/her services are not required in the interest of institution, in such an event she/he can be retired after giving him/her two months notice or in lieu thereof two months salary after due enquiry.
- 9.33. An employee may retire or relinquish his post by giving two months' salary after due enquiry.
- 9.34. An employee in the teaching line should not be permitted to resign or relinquish his post in the middle of the academic year. Such resignation or relinquishment should be done only at the end of the academic year, or before the commencement of the academic year.
- 9.35. A casual employee will not be entitled to benefits provided to other classes of employees.
- 9.36. The services of all employees of the Trust employed in connection with running of the Hospitals, Hostels, and Canteen shall be regarded as essential service. All restrictions that are imposed on persons employed in essential service in the Government shall also apply to the employees of the Trust whose services are regarded as essential services. They cannot resort to strikes or dharna which would paralyse the running of the Hospitals, Hostels and Canteen.
- 9.37. All employees who are in the services of the Trust or Institutions run by the Trust on the date these rules come into effect and persons to be recruited to serve any institution run by the Trust are required to give an undertaking to abide by the rules in Form No.5.

CHAPTER IV CONDUCT RULES

- 10.1. It shall be the duty of every employee to so conduct himself/herself in his/her personal life and his/her relations with the students, colleagues and fellow citizens so as to be worthy of the ideals set out by the college calendar.

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- 10.2. Every employee shall at all time maintain absolute integrity, devotion to duty and do nothing which is unbecoming of an employee. He shall serve the organisation honestly and faithfully, discharge his duties to the best of his judgement.
- 10.3. An employee shall be deemed to be in the employment of the Trust for all the 24 hours of the day and he/she is liable to be called for duty at any time of the day apart from the normal hours of duty.
- 10.4. Every employee shall maintain strict secrecy regarding the affairs of the Trust and shall not divulge directly or indirectly any information relating to the Trust and the Institutions run by it.
- 10.5. No employee shall be a member or otherwise associate with any political party or any other organisation which takes part in politics nor shall he take part in subscribing aid or to assist in any other manner in political movement or activity.
- 10.6. No employee shall canvas or otherwise interfere with or use his influence in connection with or take part in any election to any legislature or local authorities. This does not prohibit an employee as a qualified voter to exercise his franchise.
- 10.7. No employee shall publish or cause to be published in his own name or anonymously or in pseudo name any publication written by his on any matter that may have bearing on the affairs and business of the Trust and which has the effect of an adverse criticism.
- 10.8. No employee shall contribute any articles to the press or radio or television without the written permission from the Chairman of the Governing Council of the Institution.
- 10.9. No employee shall engage directly or indirectly in any trade or business or undertake any other employment or private practice or profession while in the services of the Trust. Even while on leave an employee shall not directly or indirectly engage himself in any other profession or business.
- 10.10. No employee shall accept, solicit or make any application for appointment to outside agency without the previous permission of the Chairman of the Governing Council.
- 10.11. No employee shall join or continue to be a member of an association, the objections or activities of which are prejudicial to the sovereignty and integrity of India or public order or morality. He shall not also engage himself or participate in any demonstration organised by such association.
- 10.12. No employee shall resort to or in any way abet any form of strikes or demonstrations like dharna, fasting or other agitation in connection with any matter pertaining to his service or services of any other employee.

- 10.13. An employee shall strictly abide by any law relating to intoxicating drinks and drugs in force in the area.
- 10.14. An employee should not consume any intoxicating drinks or drugs when he is discharging his duties as an employee of the Trust. He shall take due care to see that the performance of his duties is not affected in any way by the influence of any intoxicating drinks or drugs.
- 10.15. An employee shall not appear in any public place or in the precincts of any institutions run by the Trust in a state of intoxication.
- 10.16. No employee shall absent himself from the Head quarters of his office or leave his place of duty without obtaining the previous permission of the head of the institutions.
- 10.17. No employee shall without the previous permission of the Chairman of the Governing Council offer or accept contributions to or otherwise associate himself with the raising of any funds or other collections in cash or any kind in pursuance of any object what so ever.
- 10.18. No employee shall, save in the ordinary course of business with a bank, borrow money from or in any way place himself under a pecuniary obligation with any firm or person having dealings with the Trust or with any employee of the Trust.
- 10.19. No employee shall accept or permit any member of his family or any person on his behalf to accept any gift from any person having dealings with his Trust.
- 10.20. An employee shall be obedient to his superiors and faithfully carry out all the lawful instructions issued by the superiors.
- 10.21. All the employees are required to be punctual in their attendance and regular in their work and serve the institutions and hospitals run by the Trust loyally, efficiently and diligently.
- 10.22. An employee shall not make use of any public media for expressing any remark against the institution or Trust or other employees of the Trust.
- 10.23. No employee shall form any association without the express permission of the Trust.
- 10.24. Without prejudice to the general meaning of the word mis-conduct the following acts and omissions on the part of an employee shall be treated as mis-conduct.
1. Willful insubordination or disobedience whether alone or in combination with others to any lawful and reasonable order of a superior authority.
 2. Theft, fraud or dishonesty in connection with the Trust property and its business or misuse or unauthorised use of any property of the Trust or theft of property of another employees or another person or persons property within the premises of Trust property.
 3. Giving false information regarding one's name parentage, age, caste, qualifications or previous services at the time of employment. PRINCIPAL
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 4. Habitual late attendance and absence without leave or without sanction or over staying the sanctioned leave. An employee who is unauthorised absent for a period exceeding

10 days shall be deemed to have voluntarily left the services and the employees name shall be struck off the rolls.

5. Negligence or neglect of duty and indiscipline, malingering or slowing down the work and sleeping while on duty, loitering while on duty and deliberately going slow in the guise of work to rule and leaving place of work without the permission of the competent authority and absence from the place of work or duty.
6. Approaching with a view to unduly influence higher authorities for personal promotion or any other personal favour of gain through other people.
7. Taking or giving bribe or any illegal gratification and adopting disruptive or corrupt practices.
8. Threatening, assaulting or intimidating any employee, Trustee or Members of Governing Council or person within or outside the premises of the Trust properties or the institutions run by it.
9. Causing damage to the Trust property, unauthorised communications of official documents and information and disclosure to any unauthorised person any information relating to Trust activities.
10. Gambling, drunkenness, fighting, disorderly or indecent behaviour within the precincts of Trust properties and its institutions.
11. Carrying on money lending or trade or business or engaging himself/herself in other employment without the written permission of the competent authority.
12. Writing or associating himself/herself in writing anonymous or pseudonymous letters criticising the Trustees or officers employed by the Trust or making false reports regarding misconduct of colleagues and other employees.
13. Holding meetings, within the premises of the Trust properties or its institutions without the previous written permission of the Chairman of the Governing Council.
14. Striking work or inciting others to strike work in contravention of the provision of any law or rule for the time being in force within the precincts of the Trust properties or the institutions run by it.
15. Acceptance of gifts from subordinate employees, lending or borrowing money to or from subordinates employees.
16. Habitual indebtedness or insolvency or unauthorised use of Trust properties.
17. Any breach of the service regulations of the Trust.
18. Conviction in any court of law for any criminal offence involving moral use turpitude or violence.

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19. Collection or canvassing for collection of any money within the premises of the Trust properties and its Institutions without the written permission of the Chairman of the Governing Council.
20. Refusal on the part of the employee to work.
21. Continuous absence without permission for 10 days or more.
22. Handling any machine or apparatus not entrusted to his/her charge.
23. Falsifying or tampering with any official record.
24. Refusal to submit to medical examination when directed to do so by the Trust.
25. Failure to notify the address, the residential address or the leave address and change of address if any.
26. Refusal to accept any order of transfer.
27. Unauthorised use of vehicle or vehicles belonging to the Trust.
28. Absence from place work on duty.
29. Distribution or exhibition within the office premises, College compound, any handbill, pamphlets or posters, bearing badge or pasting notices on the properties of the Trust without the previous permission of the Chairman of the Governing Council.
30. Insolence, impertinence or rude behaviour with the superior officer, patients, visitors or public servants whether the act is committed inside or outside the premises of the Trust property or its institutions when such acts relates to the employment or working of the Trust and its institutions.
31. Spreading false rumours or giving false information which may bring disrepute, the Trust or its employees or spread panic amongst the employees.
32. Failure to maintain the essential services in the hospital.
33. Laziness or carelessness affecting quality and quantity of the work and neglect of duty bad and careless work handled by the employee.
34. Misuse of any amenities provided by the Trust.
35. Carrying on unauthorised passenger in the vehicles belonging to the Trust or forcing the driver to permit carrying of the personal goods or demanding the stopping the vehicles at the points not specified by the Trust or creating disturbance while driving the transport vehicle provided by the Trust.
36. Failure to work on holidays or Sundays or outside the duty house when notified to do so.
37. Malingering or abusing of any leave privileges or concessions or benefit extended by the Trust.

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38. Smoking, chewing or spitting on the floor within the Trust premises and its institutions during the working hours.
39. Engaging in any other employment while still in the service of the Trust without previous permission of the Principal of the institutions or found to have been working elsewhere during the period of leave without the permission of the Principals of the institution.
40. Refusal to receive charge sheet, to participate in any enquiry and to receive memos pertaining to penalties.
41. Conduct in private life which may injure the reputation of the Trust or bring them to disrepute.
42. Abatement on or attempt to commit any of the acts of misconduct.
43. Misappropriation of the funds and properties of the College, Hostels, and Hospitals run by the Trust.

CHAPTER - V PAY AND ALLOWANCES

- 11.1. An employee shall commence to draw the pay and allowances of a post to which he/she is appointed as from the date of which he assumes duties of the post, if the charge is assumed before noon of the date, then from that date and from following date if the charge is assumed in the afternoon of that date.
- 11.2. The pay and allowance shall accrue from the commencement of the service of the employees and shall become payable on the afternoon of such working day of the following month in respect of the service performed during the month. If the first working day of the following month is a notified holiday, on the next working day.
- 11.3. In all cases of absence from duty without leave or permission or where an employee refuses to discharge the duties entrusted, the principle of no work and no pay shall apply.
- 11.4. The pay and allowance shall cease to accrue as soon as an employee ceases to be in service. In the case of an employee dismissed from the service of the Institutions run by the Trust his pay, shall cease from the date of the dismissal order taking effect. The fact of posting the letter of dismissal to the address furnished by the employee shall be deemed to be service on the employee.
- 11.5. The pay and allowance shall be governed by the pay scale and allowances as may be prescribed by the Trust from time to time.

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- 11.6. Consolidated salary may be paid to those who are appointed on contract basis and to temporary employees.

INCREMENT:

- 11.7. In an incremental scale, increment shall accrue on the completion of such specified period of service on each stage of that scale and it shall be granted in the normal course unless it is with held by a specific order. The grant of increment is subject to satisfactory work and conduct of the employee being reported as satisfactory by the Head of the Department or Principal or Superintendent of the Hospital.
- 11.8. No increment shall be with-held by way of disciplinary penalty and each order with holding an increment shall state the period for which it is with held and whether the with holding shall have the effect of postponing future increment.
- 11.9. Where an efficiency bar is required in a time scale increment next above the bar shall be granted only after the sanctioning authority is satisfied that the employee's service has been satisfactory as deserving the crossing of the efficiency bar.
- 11.10. The following period of service shall count for increments in a time scale.
- All duty in a post of the time scale
 - Service in another post in the institution of a higher scale
 - All leave except leave on loss of pay and
 - Period spent on other duty like the period of deputation for training or higher studies by the competent authority.
- 11.11. When an employee working in a lower pay scale is promoted and appointed to a higher post, his increment will fall due on the day next following in which it is earned on the time scale of pay of the higher post after he completes one year of service in the higher post.
- 11.12. An officiating appointment may be made in a post for which there is no holder or of which the holder is absent either on long leave or another assignment or under suspension. An employee so appointed to officiate in a higher post shall so long as he officiates in the post, draw an officiating pay which is equal to what he would have been entitled to if he had been appointed subsequently to the higher post.
- (a) When an employee is promoted to higher scale and if his pay he was drawing in the lower scale is higher than the minimum pay of the higher post, such employee shall be given one more increment above the pay he was drawing in the lower scale.

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PROMOTIONS

- 11.13. No employee can claim promotion as of right to any existing vacancy. The trust has a right to fill up such existing vacancy or not.
- 11.14. All promotion shall be made on the basis of merit cum seniority and also on the report of his superiors.
- 11.15. In respect of promotional vacancies not less than 40% of such posts shall be filled by promoting Scheduled Caste and Scheduled Tribes employees and if necessary by relaxing the qualifying service.
- 11.16. The Trust may prescribe minimum number of years of service which shall be a qualifying criteria to claim promotion. The Trust may also require an employee to pass any test or to undergo any training before he/she can claim promotion.
- 11.17. **SENIORITY:** The services of an employee officiating in any cadre in the institution run by the Trust shall rank for seniority in his grade according to his date of officiation in the grade and if an employee on probation, if he is declared to have satisfactorily completed the period of probation, his service shall rank for seniority from the date of the commencement of the probation.
- 11.18. **REVERSION:** When an employee is transferred from one post to another or appointed in a grade higher than his substantive grade, he may be reverted without notice at any time before his officiation in that grade or appointment.

CHAPTER VI

LEAVE RULES

- 12.1. Leave cannot be claimed as a matter of right. No employee shall absent himself/herself from duty without prior sanction of leave.
- 12.2. When the exigency of the service so requires, the discretion of refusing leave of any describing except medical leave and maternity leave is vested in the sanctioning authority. An employee already on leave may be recalled to duty by the Head of the Institution.
- 12.3. The leave that may be sanctioned to an employee are as under:
1. Casual leave
 2. Compensatory Casual Leave
 3. Special Casual Leave
 4. Extra ordinary leave
 5. Study leave
 6. Risk leave
 7. Earned leave
 8. Maternity leave

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- 12.4. An officiating employee can avail 15 days casual leave during calendar year.
 (a) a temporary employee or a probationer can avail one day casual leave after the completion of one month's service.
- 12.5. Casual leave at a time cannot be availed beyond seven days. An employee can prefix or suffix general holidays, including intervening general holidays subject to the total period does not exceeding. //
- 12.6. Casual leave cannot be combined with any other kind of leave.
- 12.7. Compensatory casual leave can be availed by such of the employees who are required to work on holidays and Sundays subject to production of a certificate from the Head of the Department or Principal or Superintendent. Such Compensatory leave shall not exceed ten days in a calendar year.
- 12.8. Special casual leave may be granted to teaching staff who are required to participate in academic meeting, seminar, symposium, conferences and training courses organised by national or international organisation or work in connection with University examination. Such casual leave shall not exceed 20 days in a calendar year.
- 12.9. No member of the teaching faculty can accept examinership for more than two examinations at a time in a year.
- 12.10. An employee serving in non vocation department is entitle to earn earned leave of one month for every completed one year or service or at the rate of 2 ½ days per month. Earned leave is not available for such employees serving in vocation department.
 (a) The following are the vocation departments:
 (i) Anatomy
 (ii) Physiology
 (iii) Phafmacology
 (iv) Forensic Medicine
 (b) The following are the non-vocation departments:
 (i) Pathology
 (ii) Microbiology
 (iii) Community Medicine
 (iv) Biochemistry
 (v) All clinical departments
 (vi) College office, Superintendent's office and the Trust office
- 12.11. Earned leave can be prefixed or suffixed with general holidays: 560 005

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- 12.12. Earned leave can be accumulated to the maximum period of 90 days or 3 months. Any earned leave accrued beyond 90 days will lapse.
- 12.13. Earned leave of one month in a block period of 3 years can be encashed.
- 12.14. A member of the staff serving in a vocation department shall be considered as availing himself of the vocation or a portion of the vocation unless he has been required by general or special order of authority to forego vocation or a portion of the vocation. If a member of the staff in the vocation department avails vocation for a period of 15 days or less than 15 days in a vocation period, it is regarded as such employee not availing any portion of the vocation.
- 12.15. A member of the staff working in a vocational department should work on the last working day before the vocation and first working day after vocation to be eligible to avail the vocation. If he does not comply with this condition the total period of vocation will be treated as leave at his credit or on loss of pay.
- 12.16. If a member of the staff of the vocation department does not avail himself of any portion of the vocation he will have to his credit one month privilege leave in a year. On the other hand if he enjoys full vocation or part of the vocation out of 2 ½ month vocation there will be a corresponding reduction in the privilege leave that he earns in a year.
- 12.17. If a part only of the vocation has been taken in any year the period to be deducted from his leave account will be a fraction of a month equal to proportion which the part of the vocation availed bears to the full period of the vocation which can be calculated as 12 days earned leave for one month's vocation.
- 12.18. Since college has two vocation in a academic year, the period of two vocation should be regarded as being combined to one.
- 12.19. Before the commencement of the vocation the Head of the vocation department should submit to the Principal the list of persons in each department who desire to enjoy the vocation either in full or in part. He should see that, while submitting proposal, there is sufficient staff in the department both from the teaching staff as well as technician, attender and menial staff etc., so that the department cannot be closed even during the vocation, even though certain members of the staff would like to avail themselves of the vocation either in full or in part. He should also mention the names of the person who would be incharge of the department during his absence taking care to see that one of the senior member of teaching staff should be in charge of the department.
- 12.20. During the period of probation earned leave at the rate of 1/22 days can be granted to the member of the teaching and non teaching staff.

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12.21. A member of the staff who intends to avail of any privilege leave should send his application to the competent authority through proper channel atleast 7 days prior to the date from which he intends to go on leave, stating the period of leave required and purpose of leave sought for and his leave address. Leave should not be applied for piece meal periods.

12.22. An officiation employee has to utilize any earned leave at his credit before he attains the date of superannuation. Encashment of earned leave after super annuation can be permitted only when earned leave applied for before the super annuation had been refused due to exigency of service.

STUDY LEAVE

12.23. Study leave may be granted to an officiating teaching staff member without salary for a maximum period of three years. Such study leave can be combined with earned leave.

12.24. Study leave can be granted only once in five years. A staff member who has completed his period of probation satisfactorily will be eligible for any study leave. A staff member who has once availed study leave is not eligible for the same period of five years from the date of his joining duty on expiry of study leave once granted.

12.25. Staff member entering on study leave will have to give a bond that he/she will serve in the institution atleast for five years on the expiry of the study leave failing which he/she must refund the salary drawn by him/her during study leave and pay a penalty that may be stipulated. The Trust may relax this condition in the case of Scheduled castes and Scheduled Tribes employees in a department.

12.26. At no time more than one staff member in a department should be away on study leave. However, in exceptional circumstances the Board of Trustees can deviate from this Rule.

Normally, a staff member will not be granted at a time study leave to undergo training in a particular speciality in which the department has already a qualified staff member. A staff member will be granted study leave only to acquire higher qualification or training in his own speciality. In special cases the Trust is competent to sanction study leave for a staff member for training to acquire a speciality other than his own speciality if it is beneficial to the institution.

12.27. Lien on the post of incumbent proceeding on the study leave will be kept only if he/she abides by the rules mentioned above. If the staff member apply for extension of study leave beyond 36 months, his/her lien shall stand automatically terminated after 36 months subject, however, to relaxation in exceptional cases.

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- 12.28. On return from study leave the incumbent will occupy the same position he had held before proceeding on study leave, subject to the granting of increment during the period of study leave even though a part of the study leave may be on loss of pay.

MATERNITY LEAVE

- 12.29. Maternity leave on full pay will be granted to officiating married women employees of the institution for a period, which may extend to 45/90 days.
- 12.30. Maternity leave can be availed by the married female employees only in case of confinement for 2 children.
- 12.31. Maternity leave can be combined with any other kind of leave other than casual leave.
- 12.32. If a female employee requires that the maternity leave have to be extended by combining it with any other kind of leave, she has to produce a medical certificate to the effect that the illness of employee or her baby requires such extension or continuation of the leave.
- 12.33. A female married employee having two living children at the time of her employment in the institution shall not be entitled to maternity leave.
- 12.34. Maternity leave may also be granted in the case of miscarriage or abortion including abortion induced under the medical termination of the pregnancy Act 1971, subject to the condition that the,
- Leave does not exceed four weeks and the application is supported by a certificate from a qualified medical practitioner.

EXTRA ORDINARY LEAVE:

- 12.35. An extraordinary leave may be granted for a maximum period of two years during the whole service, and not more than one year at a time when no other kind of leave is admissible. During the period of such leave no pay or allowance shall be paid.

Such extraordinary leave can be sanctioned to an employee on medical grounds or when he has to work in any other University or institution for obtaining higher qualification. Extra-ordinary leave may be combined with earned leave.

- 12.36. The quantum of leave applicable to the staff appointed on contract basis both teaching and non-teaching will be on par with that of regular staff of the institution. Such contract employees should avail the leave accrued before the expiry of contract period, such employee can also encash the earned leave at the time of final relief from the service provided the leave applied for had been refused due to exigencies of service. The

- maximum encashment of earned leave that is permitted is 30 days. A contract employee can accumulate earned leave only to the extent of 30 days.
- 12.37. Casual leave can be sanctioned by the Head of the Department under the intimation to the Principal. Any other kind of leave shall be sanctioned by the Principal after a recommendation is received from the Head of the Dept.
- 12.38. Leave not exceeding 15 days for every half year may be granted to staff working in the Department of Radiology as Risk leave. The interval between 2 such period of risk leave should not be less than 6 months. This risk leave is not allowed to be accumulated.

CHAPTER-VII

DISCIPLINARY RULES

- 13.1. All appointment in the institutions run by the Trust shall be made by the Managing Trustee or by the authorities to whom this power may be delegated by the Trust.
- 13.2. No employee shall be dismissed or removed from service by any authority subordinate to that by which he was appointed except on holding an enquiry as contemplated in the following rules.
- 13.3. The appointing authority may place an employee under suspension when
- (a) Disciplinary proceedings is contemplated or is pending against him/her,
 - (b) A case against the employee in respect of any criminal offence is under investigation or trial,
 - (c) When the employee is detained in custody for a period exceeding 48 hours, whether on a criminal charge or not.
- 13.4. An employee placed under suspension shall be entitled to subsistence allowance equal to half of his salary during the period of his suspension. If however the period of suspension exceeds beyond three months, the subsistence allowance shall be paid at 75% of the salary, if the employee is not responsible for the delay in conducting enquiry, where however, the employee is responsible for the extension of his suspension period or other reason to be recorded in writing, the amount of subsistence allowance shall be reduced to 25% of his salary.
- 13.5. An order of suspension shall continue to remain in force until it is revoked modified or resiled by the competent authority. Normally, a period of suspension may not exceed three months.
- 13.6. When an order of suspension is revoked the competent authority shall direct how the period of suspension should be treated.

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13.7. If an employee is exonerated of the charges after an enquiry he shall be paid full salary for the period of suspension less the subsistence allowance already paid to him.

13.8. If an employee is acquitted by the court of a charge he was facing trial in the court, the Trust may continue the employee under suspension and initiate disciplinary action against him in respect of mis-conduct or lapses on his part.

13.9. If an employee is found guilty after enquiry he shall not be eligible for any payment except the subsistence allowance already received by him.

13.10. The order of the suspension is not appealable.

13.11. An employee who commits breach of the rules or regulations of the Trust or who displays negligence, inefficiency or insolence or who knowingly does anything detrimental to the interest of the Trust or the institutions run by it or acts not in conformity with the instruction, commits breach of the discipline or is guilty of any act of misconduct shall be liable to the following penalties,

(a) Censure,

(b) Fine, in the case of attenders, peons, ayas,

(c) Stoppage of increment with or without cumulative effect,

(d) Recovery of loss caused by the employee to the properties of the Trust or its institutions,

(e) With-holding of the promotions,

(f) Reduction to a lower time scale of pay grade or post

(g) Compulsory retirement,

/(h) Dismissal

13.12. The disciplinary authority shall normally, is the appointing authority. The Trust may delegate the powers of the disciplinary authority to any other authority other than appointing authority.

13.13. Penalties (a) to (d) shall be regarded as minor penalties, penalties (e) to (h) shall be regarded as major penalties.

PROCEDURE FOR IMPOSING MINOR PENALTIES:

13.14. The disciplinary authority shall inform the employee in writing the allegation against him and of the proposal to impose any of the minor penalties and then call upon the employee to submit his explanation in writing within a specified period to show cause why the proposed penalty should not be imposed.

13.15. On receipt of explanation if the disciplinary authority is satisfied, it may drop further proceedings, if the explanation offered are not satisfactory, the disciplinary authority may either by itself or by an enquiry officer to be appointed in this behalf may hold summary

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enquiry after satisfying the principles of natural justice, and after receiving any evidence that may be tendered on the behalf of delinquent employee. If the allegation leveled is purely on documentary evidence, no oral evidence is needed and the case can be decided on the basis of the documentary evidence only.

- 13.16. If on such enquiry, the disciplinary authority is convinced that the allegations are established, it may impose the proposed penalty. If the allegations are not proved the disciplinary authority may exonerate the employee.
- 13.17. The orders of the disciplinary authority in respect of minor penalties shall be final and no appeal is permissible on the imposition of such penalties.

PROCEDURE FOR IMPOSING MAJOR PENALTIES/PUNISHMENT:

- 13.18. When a disciplinary authority is satisfied that there is a prima facie case against an employee, a charge has to be issued specifying the details of the allegation in support of the charge and witnesses that are likely to be examined and the documents that are likely to be relied upon in support of the charge.
- 13.19. The charge sheeted employee shall be required to submit within 10 day of the receipt of the charge sheet a written statement indicating as to whether he admits or denies any or all of the articles of the charges. And also to state whether he desires to be heard in person and to submit the list of witnesses whom he intends to examine in support of the defence.
- 13.20. If an employee submits written statement admitting the charge the disciplinary authority may proceed to impose any one of the major penalties.
- 13.21. If the employee denies the charge an enquiry shall be held either by the disciplinary authority or by an inquiry officer appointed by the disciplinary authority. The Trust may appoint an officer to present a case of Trust before the disciplinary authority or inquiry officer.
- 13.22. The disciplinary authority or the enquiry officer as the case may be, shall examine the witnesses in support of the charge in the presence of the delinquent employee to whom notice informing the date and time of enquiry had been issued earlier. The employee will be permitted to cross examine the witnesses.
- 13.23. The employee is given the right to defend the charge either personally himself or by taking the assistance of any other co-employee. Normally, no outsider will be allowed to be defend the delinquent employee. In the complicated cases the disciplinary authority may under special circumstances permit a legal practitioner to appear and defend the delinquent employee. No co-employee shall be permitted to defend more than two cases of another employee in a calendar year.

13.24. After the evidence including the documents in support of the charge are placed before the disciplinary authority or the enquiry officer, the delinquent employee may be called upon to make a statement in writing in respect of the evidence appearing against him and may be asked to examine the defence witnesses if any and to produce all documents in support of the defence. The witnesses examined by the delinquent employee shall be cross examined by the officer presenting the case on the behalf of the Trust.

13.25. If after service on the employee of the notice indicating the date and time of the enquiry the employee absents himself, the disciplinary authority or enquiry officer may proceed to record the evidence in the absence of the delinquent.

13.26. The enquiry officer after completing the enquiry is required to forward the enquiry report along with the statement of witnesses recorded and documents exhibited to the disciplinary authority for taking further action.

13.27. If the disciplinary authority has not enquired into the case he has to peruse the enquiry report furnished by the enquiry officer and if he is satisfied that the enquiry has been held in accordance with the rules he may proceed to impose any one of the major penalties. In case of teaching staff before the imposition of any of the major penalty a notice as contemplated under section 6 or of the Private Educational Institutions Discipline and Control Act shall be issued.

13.28. If the disciplinary authority is not satisfied and is of the opinion that the enquiry is not held in accordance with the rules he may hold further enquiry or he may require the enquiry officer to hold further enquiry and to resubmit a report on receipt of the further report the disciplinary authority may proceed to impose one of the major penalties.

13.29. Before imposing the major penalty the disciplinary authority is required to furnish the employee with a copy of enquiry report and further report if any that had been called for.

✓ 13.30. In an enquiry started prior to superannuation of an employee is not completed before the date he attains the age of superannuation such a enquiry which relates to an incident occurring two years prior to the superannuation may be confirmed even beyond may be continued even beyond the period of superannuation as regards any loss caused to the Trust or institutions run by it. If at the conclusion of the enquiry it is held that the retired employee is responsible for any loss caused and that the amount found due shall be recovered from out of the provident fund amount due to him.

APPEAL:

- 13.31. An appeal shall lie against the order of the disciplinary authority imposing major penalty, to the Board of Trustees.
- 13.32. The appeal memorandum shall contain the gist of the facts and grounds on which the appeal is preferred.
- 13.33. The appeal shall be presented to the disciplinary authority which had passed the order impugned. The disciplinary authority shall forward the appeal memorandum along with all other relevant material to the appellate authority, within 15 days of the receipt of the appeal memorandum with its remarks.
- 13.34. The appeal has to be preferred within 30 days of the receipt of the order imposing the major penalty. No appeal shall be maintained after the expiry of the 30 days of the receipt of the order.
- 13.35. The appeal may be with-held by the disciplinary authority if it is preferred after one month from the date of the receipt of the order against which the appeal is made, and if appeal is addressed to an authority to which no appeal lie and it is a repetition of the appeal which is already decided or if the appeal deals with the matter which does not concern to employee personally or if un-parliamentary language is employed in the appeal memorandum.
- 13.36. Where an appeal is with held the appellant shall be informed of the facts and the reason there for. No appeal shall lie against an order with holding an appeal.
- 13.37. The Board of Trustees shall as far as possible decide such an appeal within 60 days of the receipt of the appeal.
- 13.38. If an employee desires to urge the ground before the appellate authority either by himself or he shall be afforded an opportunity of presenting his case before the appellate authority.
- 13.39. The decision of appellate authority shall be communicated to delinquent employee.
- 13.40. The appointing authorities to each category of post the disciplinary authority for each categories of posts, the penalties to be imposed by them and the appellate authority in respect of such penalties is given in Appendix.

CHAPTER – VIII**PROVIDENT FUND RULES**

- 14.1. There shall be a fund to be called by the name Ananda Social & Educational Trust Institutions Employees Provident Fund. The Fund shall be vested in the Trustees of the fund.
- 14.2. This fund shall be managed by the Trustees of the fund which shall consist of two trustees of A.S. & E.T. and two members of the fund to be nominated by the employees one of whom shall be from teaching staff and another from non-teaching staff. The term of office

of A.S. & E.T. Employees Provident Fund shall be for a period of two years, after the expiry of two years the committee shall be reconstituted. The trustees of A.S. & E.T. shall cease to be trustees of the fund the moment one ceases to be a member of the Trust. A member trustee shall cease to be a trustee the moment he ceases to be in the employment of the institution run by the Trust. Any vacancy of the Trustees or member Trustee has to be filled up by the trust within a month of the vacancy arising.

- 14.3. All officiating employees of the Institution run by the Trust, irrespective of their salary, shall become the members of the fund from the first day of the month following their respective date of officiation, if the officiation is done on a day other than the first day of the month. If however, the officiation is with effect from the first day of a month the employee will become a member of the fund from the same month.
- 14.4. Subscription to the fund shall be compulsory for all eligible employee on duty; the payment of subscription during leave period is optional so long as the leave is on loss of pay.
- 14.5. Every such eligible employee who shall be or become a member shall be subject to these rules and shall sign an agreement in the form No.4 annexed to these rules.

SUBSCRIPTION:

- 14.6. Each member shall subscribe 8-1/3% of his salary every month. The subscription of each member being rounded of to the nearest rupee. The members may at their option subscribe at a higher rate subject to a maximum of 20% of their monthly salary. But the monthly contribution payable by institution run by the Trust and under the rules next below shall be limited to 8- 1/3 % of the salary of each member.
- 14.7. The institution run by the Trust shall be entitled to deduct at the end of each month out of the salary payable by the College to each member the amount of the subscription of such member to the fund and the total amount so deducted by institution run by the Trust shall be handed over each month by the College to the Trustees of the fund who shall deal with the same as provided in the subsequent rules.
- 14.8. If the amount of subscription or any member to the fund has not been deducted by the college as aforesaid at the end of any month such member on demand shall forth with pay the amount of the said subscription to the trustees of the fund. The trustees of the fund shall on receipt thereof deal with the same as provided in the subsequent rules.
- 14.9. The institution run by the Trust shall contribute monthly to the fund a sum equal to the aggregate amount of the monthly subscription of the members calculated at 8-1/3% irrespective of the fact whether a member subscribes at 8-1/3% or at a higher rate permitted under the above rule and the institution run by the Trust shall hand over the same

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every month to the trustees of the fund who shall deal with the same as provided in the subsequent rules, the contribution of the institution run by the Trust to an employee's account when the employee is on leave on loss of pay will be made only when he is deputed by the institution run by the Trust for any particular assignment or when the institution run by the Trust has kept a lien on the post to such employee. However, the management will not contribute anything in respect of person employed on contract who become optional subscribers.

- 14.10. The sum subscribed from time to time by each member herein after referred to as a "member's contribution" which expression shall include all interest accrued on the same as well as sums contributed by the institution run by the Trust for each member at the rate of 8-1/3% herein after referred to as the "institution contribution" which expression shall include all interest accrued on the same, shall include all interest accrued on the same, shall be credited to the account of individual member in a special ledger kept by or on the behalf of the trustee at the office of the College or institution run by the Trust.
- 14.11. The fund shall consists of contribution of the employees and of the institution run by the trust as provided by the foregoing rule and of donation if any received by the trustees, of accumulations thereof and of interest (simple or compound) credited in respect of such contribution, donations, accumulations and of securities purchased there with and of no other sum provided that the fund may consist also of accumulated balance due to an employee who has ceased to be an employee of the institution run by the Trust and of the interest (simple and compound) in respect thereof where such balance is retained as per the subsequent rules.
- 14.12. All money contributed to the fund whether by the institution run by the trust or the employee or accruing by way of interest or otherwise to the fund shall be wholly invested only in security mentioned or referred to in classes (a) to (e) of section 20 of the Indian Trust Act 1882, so that the security on which the contributions are invested are payable both in respect of capital and interest in India. Pending such investment as aforesaid the trustees of the fund may deposit the amount in a current account opened in the name of the A.S. & E.T. institutions employees Provident fund in any schedule bank or post office saving bank account. Such account shall be operated on by any two of the fund trustees and all drawal from the said account and all cheques thereon shall be made under the joint signature of any two of the fund trustees and all cheques interest and dividend warrants and other instruments payable to the fund trustees shall be endorsed by any two of them.

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- 14.13. The account of each member shall be credited with interests annually at such rates as the fund trustees may fix from time to time having regard to the interest earned on the investment from the fund and market value of the investment and redemption period of the investment and on the moneys deposited with the institution run by the Trust. For the purpose of calculation of the yearly interest the average balance, that is half of the sum of the opening and closing balance for each year shall be taken as the balance during the year. The total amount of the interest shall be rounded off to be nearest whole rupee (55 paise or more counting as the next higher rupee and interest less than 50 paise being ignored). Interest on the member's account shall cease from the end of the month preceding the date of payment of the accumulated balance to the member.
- 14.14. A member shall be issued a pass book/sheet in respect of his account with the fund once in a year.
- 14.15. At every meeting of the fund trustees one of their member should be elected as the Chairman of the meeting. The presence of at least 3 fund trustees out of whom two shall be as A.S. & E.T. trustees shall form the quorum for the meeting. All questions arising at the meeting of the fund trustees shall be decided by a majority of the votes and in the case equality of the votes, the Chairman will have casting vote.
- 14.16. The fund trustees may appoint a committee from among them whom atleast one shall be member trustee to carry on the ordinary business of the fund including the payments of the members. The fund trustee shall from time to time fix the quorum of the meeting.
- 14.17. The account of the fund shall be made up yearly as on 31st December and an audited statement of affairs on that day shall be submitted to a meeting of the fund trustees to be held not later than 31st March every year, and a copy of such statement shall be made available to every member for his information only.
- 14.18. The account of the fund shall be maintainable by the trustees of the fund shall be in such form and for such period and shall contain such particulars as the Central Board of Revenue may prescribe.
- 14.19. The account shall be opened to inspections at all reasonable time by the income tax authority and the fund trustee shall furnish to income tax officer such abstracts thereof as the Central Board of Revenue may prescribe.
- 14.20. Any contributor who is dismissed for insubordination, mis-conduct, fraud or any other cause of like nature or retires from the institutions run by the Trust in consequence thereof shall only be entitled to repayment of the amount of his own contribution with interest accrued thereon at the rate and in the manner aforesaid. The fund trustees shall be the sole

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judges of the sufficiency of the cause of the dismissal or retirement of the any contributor in any of the foregoing cases.

- 14.21. If a contributor is dismissed for fraud, or misconduct the institution run by the Trust, the Trust shall entitle to recover from the contribution made by the institution to the individual account of the contributor, and the interest (simple and compound) credited in respect of such contributor any loss or damage resulting to the Institution from the cause entitling such dismissal. The institution run by the Trust shall be entitled to declare the amount of loss or damage caused and their declaration in that behalf shall be final and conclusive and the amount so declared shall be paid to the Institution run by the Trust.
- 14.22. Subject to the above rules the amounts standing to the credit of a member shall be payable to him on retirement, resignation or discharge and if he had served the institution run by the Trust for a period of atleast 10 years or if he has been certified by the medical authority recognised by the fund trustees as incapacitated for further services or if his services have been dispensed within consequence of reduction or re-organisation of establishment or for any other reason and not from any fault of his.
- 14.23. Such of the member who are granted study leave and who could not be absorbed in the service of the institution run by the Trust, after the expiry of the study leave will be treated as having resigned the services of the institution of their own accord and shall not be entitled to get the institution contribution except to the extent provided under the rules. However, the period of study leave on loss of pay shall not be counted as service.
- 14.24. If any member who is not entitled to payment under the above rules resigns within a period of 5 years, he will be entitled to get 50% of the institution contribution except to the extent provided under the rules. However, the period of study leave on loss of pay shall not be counted as service.
- 14.25. If any member who is employed on contract basis has worked for a period of not less than one year he shall also become a member of the fund on the same basis as an officiating employee.
- 14.26. The amount standing to the credit of the member shall be payable to him on resignation or discharge provided that:
- (a) He has served the Institution for a period of at least 10 years, OR
 - (b) He has been certified by the medical authority ^{p. 28} recognised by the trustee has incapacitated for further service, OR
 - (c) His service has been indispensed with a consequence of reduction or re-organisation of establishment and not due to dismissal for fraud or misconduct.

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- (d) If such member who is not entitled to full payment of the Institution contribution under the foregoing rules resigns within a period of 5 years, he will be entitled only for his contribution with interest thereof. If such member resigns at the end of 5 years he will be entitled to get 50% of the Institution contribution which will be continuous service. Subject to the above rules the Institutional contribution in full or the part shall lapse to be fund.
- (e) Member on contract basis and all whole time employee who have not been officiating however, subscribe upto maximum of 20% of their monthly salary.
- (f) Those who are contributing towards optional subscription may at their option increase their subscription at any time during the year as and when there is increase in their monthly pay and the dearness allowance, subject to the maximum of 20% their monthly pay and D.A. They can also decrease or discontinue their optional subscription only from January or July of each year.
- (g) The other provisions in these rules will also apply in so far as they are not inconsistent with the above rules.
- 14.27. The fund trustees shall not be entitled to recover any sum what so ever from the fund save in the cases where the employee is dismissed for misconduct or voluntarily leaves his employment otherwise than on account of ill health or other unavoidable cause before the expiration of the term of the service specified in this behalf and subject foregoing rules:
- (a) Provided that in such cases the recoveries made by the employer shall be limited to the contributions made by him to the individual account of the employee and to the interest credited in respect of such contribution.
- (b) Provided that the fund trustees shall, in cases, where sub rule 1 of rule 9 part A of 4th schedule of the income tax Act 1961 applies, at the time accumulated balance due to an employee is paid deduct there from, the amount payable under that rule and all the provisions of chapter XVII-B shall apply as if the accumulated balances were income chargeable under the head salaries.
- 14.28. The accumulated balance due to a member (employee) shall be payable on the day he ceases to be an employee of the Institution run by the Trust. Any amount due from the fund shall bear interest from the day on which the amount becomes payable till the end of the month preceding the date of payment. The trustees of the fund may at the request of the member in writing retain the whole or any part of the accumulated balance due to him in the fund to be drawn by him at any time on demand.

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- 14.29. Any sums which lapse to the fund under these rule shall be credited to a separate lapsed account called the lapsed fund and be disposed of for the benefit of the members then on the roll in such manner as the fund trustees may decide at their absolute discretion.
- 14.30. Each member may nominate in writing any persons to whom the amount standing to the credit of such member shall be paid in the event of his death while in the service of the institution run by the Trust or before his claim of the fund shall have been discharged and may from time to time change such nomination in writing and such nomination shall be entered only in the books of the fund before the death of the member.

In the even of death of nominee prior to the death of the member and no other person having in the interval been nominated by the member the amount standing at the credit of the member shall be dealt with in accordance with the rule noted below.

- 14.31. On the death of a member who had made nomination in accordance with previous rule the full amount payable to him according to these rules shall be paid to his nominee irrespective of the period for which the member may have served. Such payment shall be a good discharge to the fund trustee against all claims whatsoever in respect of the said fund any one whomsoever claiming through the said member or otherwise.
- 14.32. If the nominee is a minor the member shall at the time of nomination state the age of the nominee and also appoint a person who had attained majority to whom the amount standing at the member's credit is to be paid on behalf of minor nominee in the event of the member dying before the minor nominee attains the age of majority. If any person so appointed pre-deceases the member before the minor nominee attains majority and from time to time the member shall forth with make a fresh nomination when this is necessitated by the death of the person appointed to receive the payment on behalf of the nominee.
- 14.33. If no fresh nomination is made appointing another person to received the payment on behalf of the minor and if the member dies before such fresh appointment is made then the amount due to the deceased member shall be paid only to a guardian appointed for the minor by a court or the amount due to deceased member may be kept in deposit till the minor attains the age of majority.
- 14.34. The nomination made as aforesaid shall remain in force and effect until the nominee's death or until the nomination or appointment has been revoked.
- 14.35. On the death of a member not survived by a nominee under the preceding rules the full amount due to the member according to these rule shall be paid without deduction to his executor or administrator or at the absolute discretion of the fund trustees the amount or

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any part or parts thereof may be paid to the widow, child or children or his, her or their guardian or custodian or other near relative or the relatives of a deceased member or any other person or persons appearing to them to be the proper parties entitled to receive the amount without any representation to the estate of such deceased member or any succession certificate being obtained and in such proportion as the trustee of the fund may think fit irrespective of the period for which the member may have served. Such payment shall be a good discharge of the fund by any one whomsoever claiming to this said deceased member or otherwise.

14.36. Except as is expressly provided by these rules, no member or any person or persons claiming under or through him shall be entitled to claim any payment of the money which may be standing to his credit in the books of the fund.

14.37. Save as herein provided with regard to nomination, no member shall be entitled in any way to deal with or transfer by way of security or otherwise his interest or any part thereof in the fund and any such transaction or transfer shall be invalid and not binding upon the fund. The fund trustees shall not recognise, or be bound by any notice to them of any such transaction, or transfer and all money standing in the books of the fund to the credit of the member so purporting to deal with, or transfer his interest therein as aforesaid shall forthwith be transferred as from the date of such transaction or transfer to the lapsed fund and the dealt with accordingly. Further, if any prohibitory order or attachments or process of the civil court be served upon the fund trustees by which money standing to the credit of a member shall be attached or to be paid into a civil court, or ordered to be withheld from such member, and such attachment or order is not raised or rescinded by the court or should such member be adjudged insolvent or file an insolvency petition or make any composition or management with his creditor such money shall forthwith be transferred to the lapsed fund and shall be dealt with accordingly provided that the fund trustees (without being under any legal obligation to do so) may in their absolute discretion, if they think fit at any time or times thereafter, give or apply such money or any part thereof to or for the benefit of such member or his wife or husband children or relatives.

WITHDRAWAL:

14.38. A contributor shall not be entitled to withdraw any sum from the amount standing to his credit, but the fund trustees may allow in their discretion a withdrawal on grounds and under circumstances and within the limits and subject to all the conditions pertaining to repayment of loan and the rate of interest payable thereon specified by Rules and made by the Govt. of India or State Govt. in this behalf and from the time being in force.

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14.39. The withdrawal employees shall not be allowed by the fund trustees except on special ground in the following circumstances or circumstances of a similar nature.

- (a) To pay for the air fare or for travel by ship for the passage of a subscriber or any member of their family for higher study or training.
- (b) For defraying of expenses in connection with illness of a subscriber or a member of his family.
- (c) To meet the cost of higher education in the following cases; namely, education, outside India for academic, technical, professional or vocational courses and any medical, engineering or other technical or specialised courses in India beyond matriculation provided the course of study is not less than 3 years.
- (d) To pay expenses in connection with marriage, funerals or ceremony which by the religion of the subscriber, it is incumbent upon him to perform and in connection with which it is obligatory that expenditure should be incurred.
- (e) To meet the expenses of getting damages caused to the moveable and immovable properties of employee as a direct result of flood, cyclone, earthquake or other convulsions of nature.
- (f) To meet the expenditure on building a house or purchasing a house or site for such constructions provided that such house or site is assigned to the trustees of the fund. Provided that is the case of an employee whose income under the head salary does not exceed Rs. 2,500/- per annum the fund trustees may in their discretion waive the condition that such house or site shall be assigned to them and instead require as a condition that the employee shall not encumber or alienate the property in any manner.
- (g) To pay premium on the policies of the insurance on the life of the subscriber, or his wife or husband provided that the policy is assigned to be Trustees of the fund and that the receipt granted by the insurance company for the premia are from time to time handed over the fund trustees for by the income tax officer.
- (h) To meet the cost of legal proceedings instituted by the employée for vindicating his position in regard to any allegation made against him in the discharge of his official duty, or to meet the cost of his defence when he is prosecuted by the employer in any court of law in respect of any official misconduct on his part provided that the advance under this clause shall not be admissible to any court of law either in respect of any matter unconnected with his official duty or against the employer in respect of any condition of service or penalty imposed on him.

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- (i) For the purpose of this Rule the family means the employee's wife or husband, legitimate children or step children, parents, sisters, and minor brothers who reside with and are wholly dependents on the employee.
- (j) The withdrawal in connection with the cost of higher education, expenses on marriage and expenses in respect of the damage caused to the movable and immovable property specified above shall not exceed six month's pay or the total of the accumulation of exempted contribution and exempted interest lying to the credit of the employee whichever is less.

14.40. The withdrawal for building house or purchase of house or site by any employee whose pay exceeds Rs. 2,500/- per month shall be subject to the following conditions:

- (a) The amounts of withdrawal shall not exceed one half of the amount standing to the employees' credit, or the actual cost of the house or the site whichever is less in the case of an employee who has completed 10 years of service or is due to retire within next 10 years.
- (b) The withdrawal for this purpose by any employee whose pay does not exceed Rs. 2,500/- per month shall be subject to the condition that the amount of withdrawal shall not exceed the employee salary, and D.A. for 36 months or actual cost of the building the house or of purchasing the house or the site or the house and site.
- (c) The construction of the house should be commenced within six months of the withdrawal and should be completed within one year from the date of commencement of the construction.
- (d) If the withdrawal is made for the purchasing of house or site the purchase should be complete within six months of the withdrawal.
- (e) If the withdrawal is for construction of a house it shall be permitted in 2 or more equal installments (not exceeding 4) a later installment being permitted for purchasing a share in a joint property or building or house or land whose ownership is divided.
- (f) The withdrawal shall be permitted only if the house or site is free from encumbrances. No withdrawal will be permitted for purchasing a share in a joint property or building or house or land whose ownership is divided.
- (g) If the amount withdrawn exceed that actual cost of purchase or construction of the house, and/or the site or if the amount is not utilised for the purpose for which it is withdrawn the excess or the whole amount as the case may be shall be refunded to the trustees of the fund forthwith in one lumpsum together with interest from the month of such withdrawal at the rate prescribed in the rule given below in respect of repayment

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of the amount refunded shall be credited to the employees account in the provident fund.

- (h) The withdrawal for the purpose specified for meeting the cost of litigation shall not exceed 3 months pay or Rs. 500 which ever is higher. It shall in no case exceed half the amount lying to the credit of the employee.
- (i) The withdrawal for any other purpose shall not exceed 3 months pay or the total of the accumulation of exempted contribution and exempted interest lying to the credit of the employee.
- (j) For the purpose of this rule pay means the pay to employee is entitled at the time when the withdrawal is granted, or in the case of an employee referred to in Sub rule 2 of Rule 5 of part A of the 4th schedule of Income Tax Act 1962, the pay (including increments if any) which he would have received had he not entered the armed force of Union or been taken into or employed in the National service.

14.41. SECOND WITHDRAWAL:

- (a) Save as provided in the sub rule (b) below a second withdrawal shall not be permitted until the sum first withdrawal has been fully repaid.
- (b) Withdrawal for the purpose of paying insurance premia may be permitted notwithstanding the sum withdrawn for any other purpose has not been repaid.

14.42. REPAYMENT OF AMOUNTS WITHDRAWN:

- (a) The amount withdrawn for the purchase of house or site or construction of a house need not be repaid. But if the amount drawn has exceeded the cost or if the amount is not utilised for the purpose such excess or lumpsum has to be repaid in one lumpsum.
- (b) Where a withdrawal is allowed in connection with the marriage, the amount withdrawn shall be repaid in not more than 48 equal monthly installment.
- (c) Where the withdrawal is allowed for any other purpose the amount withdrawn shall be repaid in not more than 24 equal monthly installment. In respect of withdrawals other than withdrawal for purchase of house or site or construction of house interest shall be paid in accordance with the table give below.

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TABLE

Where the amount is repaid in not more than monthly installments.	and additional installment of 4% of the 12 Amount withdrawn
Where the amount is repaid in more than 12 not more than 24 monthly installments	Two additional installments of 4% of the but amount withdrawn.
Where the amount if repaid in more than 24 monthly installments but not more than 36 Monthly installments.	Three additional installments 4% on the amount withdrawn
Where the amount is repaid in more than 36 installments but not more than 48 monthly Installments.	Four additional installments of 4% on the amount withdrawn

Where the amount withdrawn for the house 4% of the amount which is refundable Construction or house purchase is refunded.

Provided that at the discretion of the Trustees, of the fund interest may be recovered on the amount aforesaid or the balance thereof outstanding from time to time at 1 percent above the rate which is payable for the time being on the balance in the fund and the credit of the employee.

14.43. The employer shall deduct such installment from the employee salary and pay them to the Trustees of the fund. The deduction shall commence from the second monthly payment of salary made after the withdrawal or in the case of an employee on leave without pay from the second monthly payment of salary made after his return to duty.

14.44. In case of default of repayment of installments the Commissioner of Income Tax may at his discretion order that the amount of withdrawal, or the amount outstanding shall be added to the total income of the employee for the year in which the default occurs and income tax officer shall assess the employee accordingly.

14.45. Notwithstanding anything regarding the repayments of amount withdrawn or the liability of the employer to deduct, and send the installments it shall be open to fund Trustees to permit the withdrawal of 90% of the amount standing to the credit of any employee if the employee takes leave preparatory to retirement provided that if he rejoins the duty on the expiry or his leave he shall refund the amount drawn together with interest at the rate allowed by the fund.

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- 14.46. No trustees of the fund shall be responsible, or chargeable except for moneys actually received by him not withstanding his having signed any receipt for the sake of conformity or otherwise, nor shall he be responsible or chargeable for the acts, defaults, or negligence of the institution run by the trust with whom the moneys of the fund are deposited nor for any loss unless the same happens through his own willful act or omission.
- 14.47. The Trust shall have power to close the fund at any time if they consider that such a course is advisable, or necessary in which event the fund shall be divided among the members by payment to each member of such sum as may be payable to him according to the next rule below.
- 14.48. Any appreciation or depreciation of any investment of the fund or any profit or loss arising out of sale of such investments of the fund shall be for the benefit of and at the risk of the member. At the closing of the fund the cash on hand and the realisation from the investments including the lapsed fund shall be divided ratably among the members in proportion to the respective amount standing to their credit.
- 14.49. The accounts of the fund shall be maintained by the trustees of the fund at the office of the institutions run by the Trust, in such form as they think fit so however, that an account shall be opened in the books of the fund in the name of each member, in which shall be credited to his contribution and contributions to his account by the institutions run by the trust and interest as provided.
- 14.50. An abstract for the financial year or other applicable accounting period of the individual of account of each employee participating in the fund whose income under the head salaries is Rs. 1,500/- or above, per annum shall be furnished by the Trustees of the fund to the Income tax officer of the area in which the institution run by the Trust conduct its business or to such other income tax officer as the commissioner may direct not later than 15th day of June in each year, or any other subsequent date fixed by the Income tax officer. Such abstract shall be in the form prescribed in the preceding rule but shall show only the total of various columns thereof for the financial year or other accounting period. It shall also give an account of any temporary withdrawals by the employee during the year ending of the repayment thereof. Similar abstract shall also be furnished in respect of other employees participating in the fund who are allowed withdrawals as per the preceding rule or who come within the purview of rule 11 of income tax (Provident fund release) rules.
- 14.51. Every trustee of the fund shall be at liberty to retire by notice in writing in this behalf addressed to Ananda Social & Educational Trust. Bengaluru - 560 005

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- 14.52. Every vacancy in the office of the Trustees of the fund shall be filled by the continuing or remaining trustees of the fund subject to the condition that the rule relating to the constitution of the fund trustees is adhered to.
- 14.53. The decision of the Trustees of the fund shall be final and binding upon the members in all respect and upon all matters questions an dispute relating to, or connect with these rules or with the fund or the administration thereof or the rights or obligation of the members including all or his executor, administrator, nominee or representative and the trustees of the fund as to the meaning and effect of any rule or to a matter relating or arising out of the same.
- 14.54. Ananda Social & Educational trust shall have the power to add, vary, alter annual, any of the provisions of these rules with the sanction of the Commissioner of Income tax, Bangalore so that the main purpose of the fund shall not be affected.
- 14.55. These rules shall come into operation and the fund shall vest in the Trustees of the fund from..... subject to and upon trust herein contain.
- 14.56. Every employee when joining the fund shall subscribe an agreement in form No.4.

CHAPTER – IX

EMPLOYEES RETIREMENT BENEFIT SCHEME

- 15.1. This scheme shall be called Ananda Social & Educational Trust Institution Employees Retirement Benefit Scheme. This scheme shall come into force with effect from 1st January 1992.
- 15.2. The object of the scheme is to inculcate thrift among the employees of the Institutions run by Ananda Social & Educational Trust and to provide them financial benefits at the time of retirement in a sum of money which will be ascertained by this scheme and to cover the risk of death while in service as per the provisions of this scheme.
- 15.3. It shall apply to all confirmed employees of the institution run by the Trust (both teaching and non-teaching) subject to the provisions of the scheme.
- 15.4. Every employee shall become a member of this scheme from the date on which this scheme has come into force if he on that date had been confirmed in the service of the institution run by the Trust. Every employee taking up employment before or after the commencement of scheme shall also become a member of the fund on his/her confirmation from 1st January of the next calendar year after confirmation and the contribution is to be deducted from his salary accordingly.
- 15.5. A member who ceases to be an employee of the institution run by the trust by whatever cause shall ipso-facto cease to be a member.

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- 15.6. The member of this scheme shall contribute to his deposit account as provided in the Schedule-I here below during the period of his service in the institution run by the Trust and for a maximum period of 35 years from the date of becoming a member under this scheme, provided that to reckon the amount of contribution of a member, the basic pay drawn by the member shall only be taken into account.
- 15.7. A member shall not have option to contribute any higher amount than mentioned in the Schedule-I, here below. Additional contribution payable by a member under the scheme consequent on his entering higher basic pay range shall be paid to a new deposit account. Additional contribution payable by a member under the scheme consequent on his entering higher basic pay range shall be paid to a new deposit account from 1st January of the next calendar year to which the higher contribution is applicable and shall be continuously paid accordingly during his service in the institution run by the Trust. However, until 1st January of the next calendar year, he shall continue to be covered for the same amount for which he was eligible before such increase in pay on account of increment, promotion or appointment.
- 15.8. The institution run by the Trust shall be entitled to deduct every month the amount of contribution payable as per this scheme from the salary of the member and credit the same to his deposit account without further authorisation from the employee in this behalf.
- 15.9. The accumulated amount standing to the credit of the member as per Schedule-II shall be payable to him on the date he ceases to be the employee of the Institution run by the Trust for whatever cause provided that if the employee leaves in the middle of the year he shall be entitled to the accumulated amount for the completed years as per Schedule-II here below plus actual contribution made during the fraction of the year.
- 15.10. If the member decease during the continuance of his membership in this scheme, his nominee/legal heirs shall be entitled to the lumpsum amount as stipulated in the Schedule-III, of the scheme in addition to the accumulated amount payable to the member as per rules supra on the date of his death.
- 15.11. A) In case of an employee opening a new deposit account on his entering on a higher basic pay range, the amount payable to him in respect of a new account on retirement will be as per Schedule II of the scheme.

If, however, the employee dies after the expiry of five years of his opening the new account the amount payable will be Rs. 20,000/- ie. Rs. 10,000/- in respect of the first account and Rs. 10,000/-, in respect of the second account.

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- 5.12. Every member shall nominate a nominee in the prescribed form for the purpose of disbursement of the amount in the case of death of an employee, provided that if a member is married, he shall always nominate his wife as his/her nominee.
- 15.13. In this scheme, singular number shall mean plural if context so requires and the masculine gender shall mean and include feminine gender as the context may permit.
- 15.14. Every employee while joining the Scheme shall subscribe an agreement in the prescribed form No.4.
- 15.15. No loans or advances shall be paid to any member or other beneficiary of the scheme from or against his accumulations of the scheme to which he has been subscribing.
- 15.16. In case of an employee who is on loss of pay for the full month, the subscription will be recovered with interest at 10% per annum from his subsequent month's salary.
- 15.17. The claims are to be settled by he management itself in terms of the scheme.

CHAPTER - X

CADRE AND RECRUITMENT RULES

- 16.1. The board of trustees has the right to fix the cadre strength and the number of post in each cadre. The Board of trustees may either increase or decrease or alter the strength of each cadre as the exigency may require and particularly to be in conformity with regulations made by university grant commission and Indian Medical Council. *MDI*
- 16.2. The method of recruitment, the qualification required for the post and the age limit in respect of each category of post shall be as specified in the statement-II below.

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**FORM NO. 1
FORM OF APPLICATION**

To:
The Secretary
Recruitment Committee for
Teaching/Non-teaching Staff

In response to the Notification No..... dated..... I
am submitting the application in the Proforma.

1. Name of the applicant
2. Name of the Father/Mother/Guardian
3. Date of Birth/Place of Birth
4. Whether married/unmarried
If married name of the spouse
5. Postal address of the applicant
6. Educational Qualification
7. Previous experience if any or any
Research made by the Applicant
8. Any other factors which the Applicant
desire to mention
9. Names of two respectable persons who
are not related to candidate and not
being the Head of the institution
where he/she studied to whom
reference may be made about character
and antecedents of candidate
10. Character certificate from Head of the
Institution where he/she last studied
11. Document in proof of age

I affirm that the particulars given are all true and I have not suppressed any material fact.

Place:
Date :

Yours faithfully,

Signature of the Applicant

P.R.P. P

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FORM NO. 2
APPOINTMENT ORDER

ANANDA SOCIAL AND EDUCATIONAL TRUST is pleased to appoint you, who had been selected by the Recruitment Committee as
.....
..... on pay of Rs.....
.....in scale..... on Probation/a Temporary/on Contract.

You shall report for duty within fifteen days from the date of this order failing which you claim for appointment stand cancelled. You are requested to produce all Certificates relating to your qualification in original and Medical certificate for fitness.

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ANANDA SOCIAL AND EDUCATIONAL TRUST
BANGALORE

FORM NO. 3
SERVICE RECORD CARD

Name of the Employee

.....

Designation

.....

Unit:

From.....

To:.....

P.R.P. — P

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PART - I
PERSONAL DATA SECTION

1. Date of Birth
2. Permanent residential address
3. Education:

Examination	Year	University	Main Subject	Destination if any	Initials

4. Experience (Prior to joining Ananda Social & Educational Trust)

Employer	Designation	Period		Initials
		From	To	

5. Training Courses undergone/conferences attended:

Title	Place	Period		Deputed	Initials
		From	To		

6. Publications:

Sl. No.	Title	Initials

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PART - II
SERVICE SECTION

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7. Joining:

Date of joining	Designation	Unit	Scale of pay	Basic pay Rs.	Period of probation	Date of Confirmation	Date of letter	Initials
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8. Transfer and/or promotion

Date of Transfer/ Promotion	Designation	Scale of pay	Basic pay Rs.	Period of Contract if any	Period of Probation	Date of confirmation	Date of letter	Initials
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9. Rewards/appreciation/adverse report and action/extension of probation.

Particulars	Date of/ Letters/memo	Initials

10. Leaving:

Date of Leaving	Reason	Date of relieving order	Initials

PART - III

11. Pay section:

Date of Increment	Pay before increment	Date of increment	Pay after increment	Date of order sanctioning Increment	Remarks	Initials

12. Vocation

Academic Year	Vocation availed			Vocation unavailed			Date of approval by Director	Initials
	From	To	No. of days	From	To	No. of days		

13. Leave

From	Period		Nature of Leave	Date of letter granting leave	Initials
	To				

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FORM NO. 4

I hereby declare that I have read the Rules of Ananda Social & Educational Trust Institutions Employees Provident Fund/Employees Retirement Benefit Scheme and that I hereby subscribe and agree to bound by the said rules.

Dated the day of 200

Name in full.....

Date of Birth

Nature of Appointment

Date of joining the service

Salary per month.....

Signature

Witness:

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SCHEDULE - I

Amount of contribution of the employee under the scheme	
Basic pay range	Amount of contribution per month
(a) Rs. 500/- or less	Rs. 10/-
(b) Rs. 501/- to Rs. 1,000/-	Rs. 20/-
(c) Rs. 1,001/- and above	Rs. 40/-

SCHEDULE -III

Lumpsum amount payable on the member's death during his service

PERIOD	Amount payable for category of membership		
	Rs. 10/-	Rs. 20/-	Rs. 40/-
(a) Before expiry of 5 years of Membership	Rs.5,000/-	Rs.10,000/-	Rs.20,000/-
(b) After the expiry of 5 years of Membership	Rs.10,000/-	Rs.20,000/-	Rs.40,000/-

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SCHEDULE - II

Year wise accumulated amount standing to the credit of the employee at the end of every year.

Accumulated amount	Contribution amount per month		
	Rs.10/-	Rs. 20/-	Rs.40/-
1 st year	Rs. 120	Rs. 240	Rs. 480
2 nd year	240	480	960
3 rd year	365	730	1460
4 th year	500	1000	2000
5 th year	650	1300	2600
6 th year	810	1620	3240
7 th year	985	1970	3940
8 th year	1180	2360	4720
9 th year	1390	2780	5560
10 th year	1625	3250	6500
11 th year	1865	3730	7460
12 th year	2110	4220	8400
13 th year	2390	4760	9520
14 th year	2695	5390	10780
15 th year	3040	6080	12160
16 th year	3420	6840	13680
17 th year	3835	7670	15340
18 th year	4310	8620	17240
19 th year	4820	9640	19280
20 th year	5380	10760	21520
21 st year	6000	12000	24000
22 nd year	6675	13350	26300
23 rd year	7420	14840	29780
24 th year	8340	16680	33360
25 th year	9150	18300	36600
26 th year	10180	20360	40720
27 th year	11385	22770	45540
28 th year	12520	25040	50080
29 th year	13865	27730	55460
30 th year	15320	30640	61280
31 st year	16925	33850	67700
32 nd year	18680	37360	74720
33 rd year	20600	41200	82400
34 th year	22700	45400	90800
35 th year	25000	50000	100000

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SCHEDULE - I

Sl. No.	Class of Post	Authority Empowered to	Authority empowered to impose penalties	Penalties which may be imposed	Appellate authority

STATEMENT - II

Sl. No.	Category of post	Method of recruitment	Minimum qualification	Age limit
(1)	(2)	(3)	(4)	(5)

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