

MAHE Website

Manipal O365 Email/Portal

IT Service Desk

MSPM

EPF Trust - Portal

RMS Portal

Grants Mgmt. Portal

Student Information System(SIS)

Purchase and Inventory

Elearning

Library portal

UIS Reports

MAHE Telephone Directory

Khinfo Hospital Intranet

Statistical Consultancy Service

(Dept. of Data Science)

Event Management System

Staff Grievance

WO Tracker

## Service Rules

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**Manipal Academy of Higher Education**  
on Thursday

The Federation of Indian Chambers of Commerce and Industry (FICCI), in collaboration with Manipal Academy of Higher Education (MAHE), initiated the third batch of the Leadership Development Program (LDP) today. This exclusive three-day residential program is hosted at the MAHE

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## CHAPTER 4 : SERVICE RULES

### 4.1 : PRELIMINARY

#### Rule 1: Short Title and Commencement

1.1 These rules shall be called "Service Rules" of Manipal Academy of Higher Education, Manipal.

#### Rule 2: Application

2.1 These rules shall apply to all the employees of the Manipal Academy of Higher Education (hereinafter known as MAHE).

2.2 These rules shall not be applicable to employees engaged through licensed contractors.

#### Rule 3: Definitions

Unless it is repugnant to the context

3.1 MAHE means deemed to be University consisting of

- a. Various offices / Sections / Departments and Teaching Departments of MAHE.
- b. Constituent College / Units

##### Manipal Campus

- Kasturba Medical College, Manipal
  - Department of Library & Information Sciences
- Manipal College of Health Professions, Manipal
- Manipal School of Life Sciences, Manipal
- Prasanna School of Public Health, Manipal
- Manipal Institute of Virology, Manipal
- Manipal Institute of Technology, Manipal
- Manipal Institute of Communication, Manipal
  - Department of Geopolitics & International Relations
  - Manipal Centre for European Studies

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- Department of Philosophy
- Department of Languages
- Manipal Centre for Humanities
- Manipal Institute of Management, Manipal
  - Department of Commerce
  - Department of Atomic and Molecular Physics
- Manipal School of Information Science, Manipal
- Manipal School of Architecture and Planning
- Manipal College of Pharmaceutical Sciences, Manipal
- Manipal College of Dental Sciences, Manipal
- Welcomgroup Graduate School of Hotel Administration, Manipal
  - Department of Culinary Arts & Allied Hospitality Studies
- Melaka Manipal Medical College, Manipal Campus
- Manipal College of Nursing, Manipal
  - Manipal School of Nursing, Manipal
- International Centre for Applied Sciences
- Centres of Excellence, Manipal.

Mangalore Campus

- Kasturba Medical College, Mangalore.
- Manipal College of Dental Sciences, Mangalore.

Bengaluru Campus

- Manipal Institute of Regenerative Medicine, Bengaluru.
- Srishti Manipal Institute of Art, Design and Technology, Bengaluru.

c. Associated teaching Hospitals/ Hotels

- Kasturba Hospital, Manipal.
- Dr. TMA Pai Hospital, Udupi.
- KMC Hospital, Attavar, Mangalore.
- Dr. TMA Pai Rotary Hospital, Karkala.
- Durga Sanjeevani Manipal Hospital, Kateel, Mangalore
- Fortune Inn Valley View, Manipal

d. Any other Units that may be brought under the purview of MAHE here after. This will also applicable to employees of MAHE who are posted to other locations.

3.2 **"Board of Management (BOM)"** is the principle organ of management of MAHE constituted as per the provisions of Memorandum of Association for MAHE.

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3.3 **"Executive Committee"** is the body which oversees day to day management of MAHE and for that purpose frames the policy, rules, regulation and instructions, procedure and also provides approvals on all academic and administrative matters.

3.4 **"Chairman"** means the Chairman of the Board of Management who shall also be the Chancellor of MAHE, by virtue of the office held by him.

3.5 **"Premises"** means all departments, laboratories, equipments, offices, wards, sections and other places both indoor and outdoor, residential quarters, hostel buildings, canteen buildings and such other lands, buildings, equipments, areas and precincts under the purview of MAHE and also shall include offices of MAHE, its constituent colleges, teaching hospitals and any other units that may be brought under the purview of MAHE, whether situated inside or outside the main location.

3.6 **"Management"** means the BOM / Chairman / Vice Chancellor, Registrar, Head of the Institutions, Dean/Principal/Director of the Colleges, Medical Superintendents of the hospitals, and any other person vested with the authority to enforce the service rules and regulations.

3.7 **"Appointing Authority, Disciplinary Authority, Competent Authority"** under these rules mean Vice Chancellor, Registrar, Head of the Institutions, Dean/Principal/Director of all the constituent colleges, Medical superintendents of the associated teaching hospitals, as may be notified by the order of the BOM from time to time.

3.8 **"Appellate Authority"** means the chairman of BOM or any other person authorized by him.

3.9 **"Selection Committee"** means the authority nominated by the BOM to recommend for recruitment / promotion / granting special increment on the basis of tests / interviews / performance reports etc.

3.10 **"Employer"** is the management of MAHE.

3.11 **"Establishment"** means MAHE, its branches, subsidiaries, constituent colleges, associated teaching hospitals and other units or institutions run / owned / managed by MAHE in India and abroad.

3.12 The words **"Employer"**, **"Management"**, **"MAHE"** shall for all purposes mean the same i.e. the Management of MAHE, unless it connotes differently in a particular context

3.13 **"Notice"** means a notice or a memo in writing and shall be so deemed as delivered in person or posted to the last known address or served by affixture or exhibited in the Notice Board or published in the newspapers for the purpose of these service rules.

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3.14 **"Notice Board"** means the notice board specially maintained in a designated and conspicuous place in the premises of MAHE for the purpose of displaying notice / notices under these service rules.

3.15 **"Masculine"** includes Feminine unless repugnant to the context

3.16 **"Singular"** includes plural, unless repugnant to the context.

3.17 **"Salary"** means all remuneration earned by way of basic salary and any other allowances as decided by the management from time to time, but does not include allowances paid or payable to an employee such as house rent allowance, conveyance allowance, overtime etc.

3.18 **"Watch and Ward or Security Staff"** includes Watchmen / Security Guards or any other similar category of persons engaged or entrusted with such duty by the Management for carrying out the work of security or search exclusively or in addition to other duties.

3.19 **"Leave"** means authorized absence with or without pay.

3.20 **"Absence from work"** means unauthorized absence from work place, late attendance or leaving the place of work early without permission.

#### **Rule 4: Modifications of Service Rules**

The BOM may modify, cancel, substitute or add to these service rules as and when need arises.

#### **Rule 5: Exercise of Powers**

The power granted by these rules may be exercised by the BOM through any person conferred with the authority.

#### **Rule 6: Duties of Employees**

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

#### **Rule 7: Conduct of Employees**

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

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**Rule 8: Classification of Employees:**

8.1 "Employee" shall be classified as:

- a. Permanent
- b. Probationer
- c. Temporary
- d. Trainee
- e. Contract Employee
- f. Casual Employee Apprentices

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

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

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

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

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

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

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

8.8 An **"Apprentice"** means a learner who is given a nominal allowance, during the period of his training.

**NOTE:** Employees covered under Sub Rules 8.4, 8.5, 8.6, 8.7 and 8.8 are not entitled to benefits provided to probationary / permanent employees unless specifically provided in the letter of contract / employment.

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**Rule 9: Appointments:**

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

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

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

- a. School Leaving Certificate/ Matriculation Certificate.
- b. Any other document acceptable to the management.

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

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

- a. Certified extract from Register of Births and Deaths.
- b. Qualification
- c. Experience.
- d. Relieving letter from previous Employer if employed earlier.

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

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

**Rule 10: Service Data**

Service details of employees like his permanent address, date of appointment, consolidated pay, scale of pay on which he was appointed, increments given from time to time, leave availed of, transfers, promotions, suspensions, punishments, dismissal, etc. are maintained in a personal file and also in the PeopleSoft ERP HR Module.

**Rule 11: Identity Card / Badge**[BACK TO TOP](#)



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

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

**Rule 12: Attendance**

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

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

**Rule 13: Working Hours**

13.1 The working hours will vary in different departments / units and establishments of MAHE. Employees may be required to work in split hours / staggered hours with rest intervals and weekly off in the units of MAHE which operate 24 hours a day and seven days a week.

13.2 Employees shall be required to attend to any emergency duties outside their regular hours of work and on Sundays and holidays, if required and if the exigencies of work so demand and such instructions shall be complied with. They are entitled for such work to compensatory "time off" at the discretion of the management.

13.3 Subject to provision of rules 13.1 and 13.2 above, all employees will be required to work 6 days a week. The number of hours they have to work per day, inclusive of rest interval / time for meals, but inclusive of not more than 15 minutes break twice daily for tea / coffee, will depend on the shifts. However, it will not be less than 8 hours

13.4 Employees on shift duty shall continue to be on duty until relieved by the employees of the next shift. The management at their discretion may transfer an employee from one shift to the other, as a routine or due to exigencies of work.

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**4.2 : EMPLOYMENT - TERMS AND CONDITIONS****Rule 14: Recruitment / Appointment**

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14.1 Recruitment of employees shall be made by the Appointing Authority on the basis of the selection made by the Selection Committee set up for the purpose.

14.2 Recruitment of employees shall be made through any one of the following sources:

- a. Direct recruitment as and when vacancies arise.
- b. Through advertisements in the press, prescribing qualifications, experience, etc. subject to the guidelines issued from time to time by the management.
- c. Promotion of employees to the vacant position as per promotion policy.
- d. Through Employment Exchange as per provisions of the Employment Exchange Compulsory Notification of Vacancies Act, 1959.
- e. By any other means as may be approved by the Appointing Authority.

#### **Rule 15: Probation**

15.1 All employees, irrespective of their cadre may be appointed on probation for a specified period on their initial appointment. Similarly when permanent employees are promoted to higher grade / post will be on probation for a minimum period of one year. Probation may be reduced / waived at the discretion of the Appointing Authority.

15.2 The probationary period may be extended normally by 6 months. If the employee does not come up to the desired level of efficiency even at the end of the extended period of probation, his appointment will be terminated or reverted back to the post held prior to promotion. An employee on probation cannot claim right of confirmation. His services during probation can be terminated without assigning any reasons at the discretion of the management.

#### **Rule 16: Appraisal / Confidential Report**

Appraisal of the performance of every employee unless otherwise specified will be carried out at the end of the 12 calendar months of completed service for the first year and subsequently at the end of each financial year. This will normally be done by next senior person in hierarchy and reviewed by the Head of the Department. This report is the basis for deciding annual increment, performance incentives, promotions or disciplinary action.

#### **Rule 17: Confirmation**

17.1 An employee on probation will be confirmed in service if his performance during the probationary period is satisfactory by a formal order by the Appointing Authority.

#### **Rule 18: Increments**

18.1 Non-teaching staff on regular rolls, including probationary period, will be entitled to annual increment at the beginning of every financial year (i.e. 1st April) as per the scale of pay, provided that his / her performance and conduct are reported to be satisfactory as per appraisal report of each assessment year.

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18.2 Teaching staff on regular rolls, including probationary period, will be entitled to annual increment after every completed 12 months of reckonable service from date of joining, provided that his / her performance and conduct are reported to be satisfactory as per appraisal report of each assessment year.

18.3 Where an employee is appointed on a consolidated pay and not on a scale of pay, ad hoc lump sum increment may be granted at the end of every completed year of service at the sole discretion of the management, provided his performance and conduct are found satisfactory as per Appraisal / Confidential Report.

18.4 Special increments may be granted in exceptional cases and outstanding performance during the service at the discretion of the management.

18.5 The annual increment may be withheld as a disciplinary measure by the management after necessary enquiry. The period for which the increment should be withheld will be decided by the competent authority.

18.6 Withholding of the increment for a particular period may be with or without cumulative effect. In case of cumulative effect, employee will not be entitled to get the increment so withheld in future years. In the case the increment is withheld for a particular period without cumulative effect, the concerned employee will be granted increment immediately after completion of the particular period. E.g., if an employee who is appointed on 01.01.1998 is given punishment of withholding the increment for three months and if no clause is added that it will have cumulative effect, the increment that is due on 01.01.1999 will be withheld for three months but the next increment which falls due on 01.01.2000 will be given to him with effect from 01.01.2000.

18.7 When an employee working in the lower scale of pay is promoted or appointed to a higher scale of pay, his increment will fall due after he completes one year of service in the higher scale of pay.

18.8 The increment due to an employee will be paid to him even if he is on leave on the due date, except in the case of leave on loss of pay.

18.9 The increment which accrues on a day other than the first day of a month shall be advanced to the first day of that month and subsequent increments will be regulated accordingly.

#### **Rule 19: Promotion**

19.1 Promotions will be regulated as per promotion policy. However no promotion can be claimed as a matter of right. The management is under no obligation to promote any one from one post to another even when an employee acquires the minimum qualifications required for the higher post and vacancy exists.

19.2 An employee who is under suspension or against whom disciplinary proceeding is in progress or likely to be initiated shall not be promoted until he is unconditionally reinstated or exonerated.

#### **Rule 20: Transfers**

20.1 All employees are liable for transfers / deputation from one unit of MAHE to another at the sole discretion of the management.

20.2 All employees are liable for being shifted from one discipline, function, department, section, branch, station etc. of MAHE to another, provided that the wages, grade, continuity of service and other conditions of service of the employee are not adversely

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affected by such transfer, except in case of transfer requested by an employee for his personal reasons and granted by the management.

**Rule 21: Retirement**

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

The management may re-employ a retired employee who is medically fit and whose services are considered necessary and beneficial to the institution on fixed term contract as per 'Post Retirement Engagement Policy' amended from time to time.

21.2 In respect of an employee attaining the age of retirement on a day other than the first day of a month, he shall retire on the last day of the month.

21.3 An employee can seek voluntary retirement either after he has put in 25 years of qualifying service in MAHE institutions or after he has attained 50 years of age.

21.4 To avail voluntary retirement benefit the employee must give 3 months notice or 3 months pay in lieu thereof.

21.5 In all retirement cases, except for voluntary retirement (Rule 21.3), a retiring employee will be permitted to avail the privilege leave at his credit before the date of his retirement. If the leave preparatory to retirement expires on the date of retirement, the employee need not rejoin duty for getting himself relieved from service. In such cases, the handing over charge, if any, must be done before the employee avails leave preparatory to retirement.

**NOTE:** In case where the date of retirement of an employee and the day/ days preceding thereto are general holidays, the employee must be permitted to hand over charge at the close of working hours of the last working day before the date of such retirement and may be allowed duty pay for the holiday/s.

**Rule 22: Resignation / Termination of Service**

22.1 An employee desiring to resign, he must give notice of resignation in writing to the Head of the Institution through proper channel. However, members of the teaching staff shall not ordinarily resign from their posts during the course of an academic year.

22.2 The following shall be the notice period for resignation.

- a. A 'trainee' employee shall give at least one week's notice or salary in lieu of notice, if the training period is more than six months.
- b. A 'Probationary' employee shall give one month's (30 days) notice or salary in lieu of notice. However, employee should work for a minimum period of 7 days before getting relieved.
- c. A Contract employee shall give one month's (30 days) notice or salary in lieu of notice. However, employee should work for a minimum period of 7 days before getting relieved.

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d. A permanent employee shall give One month's (30 days) notice or salary in lieu of notice. However, employee should work for a minimum period of 7 days after submission of resignation and balance days can be adjusted towards the earned leave at credit, if any.

22.3 Till the resignation is submitted by an employee and is accepted by the management and relieving certificate / order is issued, he shall continue to be in service, unless any other instructions are given in writing by the management.

22.4 Resignation once submitted by an employee and accepted by the management cannot be withdrawn.

22.5 The management may at its discretion relieve an employee at any time on receipt of notice and before expiry of the period for which the notice is given, waiving the balance notice period.

22.6 Upon the acceptance of resignation and accordingly been communicated by the Management to the concerned employee, he shall settle all his dues to institution, hand over documents, cash, equipments and other properties held in his custody and surrender / vacate the quarters occupied by him and submit No Due Certificate to that effect. The Management reserves the right to recover all such outstanding amounts and value of the property of MAHE from amounts due to the employee or in any other manner as the management deems fit.

22.7 After all the formalities as detailed in 22.5 are completed and the no due certificate is submitted by the employee, relieving order will be issued.

22.8 If an employee remains unauthorisidely absent without leave or prior permission in writing continuously for 30 days, the management may give him a notice at his last known address to report for duty within 30 days from the date of receipt of the notice, and to give satisfactory explanation for his absence. In case he fails to report for duty without valid explanation, he shall be treated as having voluntarily abandoned service. This is without prejudice to the right of the management to take appropriate disciplinary action against the concerned employee for such absence.

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#### **4.3 : CONDUCT RULES**

##### **Rule 23 : Employees Obligation**

23.1 Every employee shall

- a. Abide by the rules, regulation and any other instructions that may be framed by the Management from time to time and which are in force to regulate the work conduct and behavior of the employees.
- b. Maintain at all times absolute dignity, integrity and devotion to duty and loyalty to MAHE and shall do nothing that would or is likely to tarnish the image or reputation of MAHE, or adversely affect its interest.

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c. Carry out duties and responsibilities assigned to his post and shall also carry out any other duties that may be assigned to him from time to time.

#### 23.2 No employee shall

- a. Use his position or influence directly or indirectly to secure employment for any person in any concern with which he has or had official dealings in connection with the business of MAHE.
- b. Bring or attempt to bring any outside influence to bear upon the management to further his personal interests in MAHE
- c. Misuse the amenities provided for him by MAHE to discharge his official duties.
- d. Accept any gifts, presents, gratis, payments or other favors from students, patients, patients' parties, suppliers, contractors, dealers or any one who could directly or indirectly influence / damage / harm the business interests / goodwill or reputation of MAHE.
- e. Disclose / divulge or use any confidential information gained in the course of his employment in MAHE for personal gains / profit or advantage for himself or any other person.
- f. Engage directly or indirectly in any trade or business or avocation or undertake any other employment.

#### 23.3. No employee shall

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

### **Rule 24: Properties of MAHE**

#### 24.1 Every employee shall:-

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

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

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

24.4 If concerned with the stock procurement and stocking of materials, medicines, etc. must see that they do not get out-dated. Periodical review shall be conducted to identify the materials / medicines nearing expiry date and the supervisor concerned / the management have to be apprised and appropriate action is to be taken in consultation with the management. Great care must be

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exercised to avoid unnecessary inventory holdings.

**Rule 25: Unauthorised Possession of Goods, etc.**

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

**Rule 26: Unauthorised Persons in the Premises:**

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

**Rule 27: Possession/Consumption of Intoxicating Drinks and Narcotics**

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

**Rule 28: Participation in Politics and Elections**

- a. No Employee while in service, be a member of or otherwise associated with any political parties or any other organization which takes part in politics nor shall take part in or subscribe in aid of or assist in any other manner and any political movement or activity .
- b. An employee shall be prohibited from contesting in elections to any legislature or local authorities / bodies representing any political parties / affiliates or as an independent candidate.
- c. An employee shall not be permitted to canvas or otherwise interfere or use his influence with or take part in political activities pertaining to any legislature or local authority / bodies, beyond exercising his franchise.

**Rule 29: Demonstration and Strikes**

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

**Rule 30: Connection with Press, Radio and Television**

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No employee shall, except with the prior permission of MAHE or in the bonafide discharge of his duties, participate in a Radio / TV broadcast, give speech to public, or contribute any article or write any letter to any newspaper or periodical or publish any pamphlet anonymously or in his own name, on a subject which may have a bearing on the affairs of MAHE or detrimental to the image / interests of MAHE.

**Rule 31: Criticism of Management**

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

**Rule 32: Unauthorised Communication of Information**

No employee shall, except in accordance with any general or special order of MAHE, or in the bonafide performance of the duties assigned to him, communicate directly or indirectly any official document or information to any employee or any other person to whom he is not authorized by MAHE to communicate such document or information.

**Rule 33: Unauthorised Publication of Official Documents**

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

**Rule 34: Invention and Patents**

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

**Rule 35: Search**

35.1 Employee are liable to be searched by a person or persons authorized by the management at any time, and also while entering or leaving the premises of MAHE, provided that the women employees shall be searched only by women.

35.2 Quarters, accommodation and such other facilities provided by MAHE are also liable to be searched in the presence of the employee concerned. Where the employee is absent or refuses to be present at the search, the search may be made in the presence of two witnesses.

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35.3 MAHE shall not be responsible in any way for any damages or loss caused to any personal property of any employee within the premises of MAHE.

35.4 Employee shall deposit with appropriate authority any lost and found / unclaimed articles in the premises of MAHE.

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#### **4.4 : MISCONDUCT**

##### **Rule 36: Interpretation**

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

##### **Rule 37: Acts of Misconduct**

37.1 Acts of omission and commission on the part of employee of any of the conduct rules shall entail disciplinary action for misconduct.

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

1. Willful insubordination or disobedience of any lawful and reasonable order of the superior.
2. Commission of any acts subversive of discipline or good behavior
3. Participation in any strike / demonstration, gherao and or any other kinds of agitation or abetting and inciting such agitational activities.
4. Theft, fraud, dishonesty, embezzlement, misappropriation in connection with work / property of MAHE.
5. Willful damage to property or loss or damage to property owing to negligence or subversive or unethical practices.
6. Demanding or accepting or giving bribes or any illegal gratification whatsoever.
7. Absence without leave for more than seven consecutive days.
8. Habitual late attendance or habitually leaving work before time or absence from place of work.
9. Loitering while on duty and after duty in MAHE premises.
10. Negligence or neglect of work.
11. Accepting service for any consideration inside or outside the College / Hospital / Establishment or under any person without the approval of the management.

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12. Drunkenness, fighting, riotous, disorderly or indecent behavior in MAHE premises and public places, affecting the reputation of MAHE.
13. Giving false evidence or statement in any domestic enquiry held by MAHE or in a case conducted in a Court of Law in which MAHE is a party.
14. Traveling or carrying unauthorized passengers, materials in any of MAHE's vehicles without valid authority.
15. Collection or canvassing for collection of any money for any purpose within MAHE premises without prior permission.
16. Smoking in the office, patient's wards or in any other places where smoking is specifically prohibited.
17. Sleeping while on duty.
18. Distributing or exhibiting inside MAHE premises hand- bills, pamphlets or posters without written prior permission of the management.
19. Attending or holding any unauthorized meeting within MAHE premises.
20. Unauthorized disclosure of information about the business or affairs of MAHE.
21. Gambling or canvassing for sale of any commodities, chit funds, lottery tickets or coupons etc, within MAHE premises.
22. Conviction in any Court of Law for any criminal offence under Indian Penal Code.
23. Making false statements on matters germane to his employment in MAHE or willful suppression of facts at the time of employment or during the course of service in MAHE.
24. Threatening, intimidation, coercion, assaulting, quarrelling with any person in the premises of MAHE.
25. Use of foul or abusive language or misbehavior with any officer, employee, student, patient, patient's parties or visitors within MAHE premises.
26. Refusal to accept memorandum or charge sheet or any other communication issued by the superior or Disciplinary Authority.
27. Participation in any movement prejudicial to the interests of MAHE.
28. Using MAHE facilities unauthorisedly for personal gains.
29. Not allowing MAHE employees / officers / superiors either to enter or come out of the premises or causing ingress or egress of the material or machines of MAHE.
30. Punching of attendance card or forging the signature of another employee in the attendance register.
31. Tampering with any of the records of MAHE.
32. Slow down in performance of work or instigating to slow down or adopting work to rule practices.
33. Acts of immorality or involving moral turpitude within the premises of MAHE or outside.
34. Unauthorized occupation / illegal or immoral use of MAHE premises.
35. Not wearing specified uniform while on duty.
36. Refusal to work beyond the stipulated period of work or work on holidays when specifically instructed to do so by management.
37. Possession of un-licensed weapons, dangerous or illicit drugs.
38. Sexual harassment of co-employees, students, patients, patient's parties and or any other persons who would be involved with MAHE including such unwelcome sexually determined behavior (whether directly or by implication) such as
  - i) Unwelcome sexual advances, requests or demand for sexual favours, either explicitly or implicitly, in return for employment, promotion, examination or evaluation of a person towards any activity;

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- ii) Unwelcome sexual advances involving verbal, non-verbal, or physical conduct such as sexually coloured remarks, jokes, letters, phone calls, text messages, emails, gestures, showing of pornography, lurid stares, physical contact or molestation, stalking, sounds, display of pictures, signs, verbal or non-verbal communication which offends the individual's sensibilities and affect her/his performance;
- iii) Eve teasing, taunts, physical confinement against one's will and likely to intrude upon one's privacy;
- iv) Uploading obscene pictures of the complainant in the social networking sites;
- v) Such act or conduct of the person is likely to create a hostile or intimidating environment to the employee / student belonging to the other sex;
- vi) Conduct of such an act at work place / study area or outside in relation to an employee or student of Manipal Academy of Higher Education and;
- vii) Any unwelcome gesture by an employee or student towards a fellow employee or student, having sexual overtones.

This misconduct will be dealt as per the terms of *Prevention, Prohibition and Redressal of Sexual Harassment of Women at workplace* Policy of Manipal Academy of Higher Education.

### **Rule 38: Procedure for Enquiry and Punishment**

38.1 The management shall be authorized to delegate the powers to any member of the management for the purpose of administering these service rules or for ordering an enquiry and awarding punishment.

38.2 An employee found to commit any act of misconducts shall be served with a charge sheet clearly stating the charges leveled against him. Such an employee shall be given an opportunity to explain and answer the charges leveled against him in an enquiry conducted by an Enquiry Officer duly appointed by the management for this purpose. The employee concerned shall be given an opportunity to lead evidence to the charges and produce witness in his defence and cross examine witness on whose evidence the charge is based. The employee concerned, if he so desires shall be allowed to be defended by another employee of MAHE. The statement of the employee to be defended by and the evidence lead by either side shall be recorded by the Enquiry Officer, who will record his findings, based on the evidence so recorded. If the employee concerned fails to attend the enquiry, it shall be proceeded ex-parte. The Enquiry Officer shall submit the findings to the management for further action.

38.3 An employee against whom misconduct is alleged may be suspended from duty without pay or allowance, pending enquiry. The order of suspension shall take effect immediately on its communication to the employee. An employee under suspension pending enquiry shall be eligible to a subsistence allowance. However the subsistence allowance shall not be payable for the period of any adjournment or postponement of the enquiry expressly sought for by the employee and granted by the Enquiry Officer.

38.4 If an employee is found guilty of misconduct as a result of the enquiry and punishments awarded to him, the employees shall not be entitled to any salary / wages during the period of his suspension.

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38.5 If, as a result of the enquiry, an employee is found not guilty of misconduct, he shall be entitled to receive the difference of the subsistence allowance paid if any and the emoluments he would have received had he not been suspended for the period of this suspension pending enquiry

38.6 An employee found guilty of misconduct after an enquiry duly conducted may be punished by imposition of one or more minor or major penalties.

38.7 While awarding punishment under these Service Rules the management may take into account the gravity of the misconduct, the previous record of the employee, and any other extenuating or aggravating, circumstances that may exist. A copy of such order passed by the management shall be served on the employee concerned.

38.8 In case of dismissal, the employee may appeal to the Appellate Authority whose decision will be final.

38.9 Notwithstanding anything contained in the above rules, the management shall have the right to dismiss an employee without enquiry, who has been convicted by the Court of Law for an offence involving moral turpitude or who committed sexual harassment.

#### **Rule 39: Penalties**

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

##### **39.1 Minor Penalties**

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

##### **39.2 Major Penalties**

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

#### **Rule 40: Suspension Pending Enquiry**

40.1 Any officer empowered with such powers may place under suspension, pending enquiry, an employee of MAHE who is alleged to have committed any acts of misconduct.

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40.2 An employee of MAHE who is detained in police custody whether on a criminal charge or otherwise for a period exceeding forty eight hours shall be deemed to have been suspended with effect from the date of detention by an order of the Management or any other officer empowered on his behalf and shall remain under suspension until further orders of revoking or continuing the order of suspension.

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

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

40.4 If on enquiry the employee is found guilty of the charges and it is considered that an order of discharge or dismissal will meet the ends of justice, the Management shall pass orders accordingly. When such orders are passed, the employee shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period. However, the subsistence allowance already paid to him shall not be recovered.

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#### **4.5 : MISCELLANEOUS**

##### **Rule 41: Uniforms**

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

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

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

##### **Rule 42: Accommodation**

There is no obligation on the part of the management to provide accommodation to the employees. No employee can claim accommodation as a matter of right. Accommodation may be provided to the employees as per the House Allotment Policy of MAHE. If an employee who has been allotted staff quarters resigns his job or his services are terminated or transferred he shall vacate quarters

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within 15 days of his relief from duty. During these 15 days, he will be charged the usual maintenance charges. He may also be permitted by the Management, under special circumstances, to continue to occupy the quarters for a period not exceeding two months thereafter, but a penal rate as fixed by the Management shall be charged for the said period.

**Rule 43: Service Certificate**

Every permanent employee shall be entitled to a Service Certificate at the time of leaving the service of MAHE provided all the formalities of clearance and settlement of dues have been completed. Such a Certificate shall be valid only if it is issued and signed by the Appointing Authority.

**Rule 44: Serving of Notice**

44.1 Every employee shall intimate the change of his postal address for communication to his Head of the Department / Officer within 7 days of the change and also his leave address whenever he proceeds on leave.

44.2 Orders, notices and / or other service communication issued under these rules shall be served on the employee concerned personally or sent to him by registered post with acknowledgement due or notified on MAHE notice board or by affixture or through publication in the newspaper.

**Rule 45: Condonation of Delay**

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

**Rule 46: Modification of Rules**

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

**Rule 47: Interpretation**

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

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**4.6 : GRATUITY**

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**Rule 48: Payment of Gratuity**

As per rules laid down in the payment of Gratuity Act 1972

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**4.7 : PROVIDENT FUND**

**Rule 49: Employees Provident Fund**

As per rules laid down in the Employees Provident Fund and Miscellaneous Act 1952

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**4.8 : EMPLOYEES STATE INSURANCE**

**Rule 50: Employees State Insurance**

As per rules laid down in the Employees State Insurance Act 1948.

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