

KARNATAK UNIVERSITY

DHARWAR



SERVICE RULES

1972 - 73

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KARNATAK UNIVERSITY

SERVICE RULES

General

1. These rules may be called "The Karnatak University Recruitment and Service Rules" and they shall come into force with effect from 1-10-1959.

2. Except where it is otherwise expressed or implied, these rules apply to all holders of posts whose conditions of service the Karnatak University is competent to prescribe.

3. The University reserves to itself the right of interpretation of these rules and the modification of the rules from time to time.

CHAPTER I

Recruitment and Service Conditions.

4. All appointments except those of the menials such as peons, laboratory attendants etc., are made by the Syndicate.

5. All appointments of University teachers officers and clerks (other than those who are appointed on contract for a fixed period will ordinarily), be made on permanent basis at the end of two years' probationary period.

6. All University teachers, officers, superintendents, clerks and other employees should be required to retire at the age of 60.

7. Professors of the Karnatak Arts and Science Colleges or any other University College are, for purposes of these rules, not regarded as University Professors but are included in the term "University Teachers".

8. The University Professors and Readers are ordinarily appointed on a contract basis for a period of 5 years and the period of contract may be extended by a resolution of the Syndicate for such period as it deems fit. The first year of appointment will be on probation, and if the Syndicate so desires, the period of probation may be extended. In some cases the appointment may be made on a permanent basis.

9. All salaried officers and teachers are required to enter into a written contract with the University. The forms of contract to be executed are given in Appendix A and B.

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10. All employees of the University are entitled to the salaries attached to their posts. The University, however, shall be at liberty to impose by a resolution of the Syndicate such cuts in the salaries of all University employees as it may deem fit or necessary, if the financial position of the University warrants such cuts.

In addition to the salary attached to his post, every University employee is entitled to dearness allowance at the rates prescribed by the Mysore Government from time to time.

Provided further that the University employees who are drawing D. A. at the rates sanctioned by the Bombay Government will continue to draw D. A. at those rates.

11. The employees of the University are required to contribute towards the Provident Fund instituted by the University as per rules framed in this behalf from time to time.

12. Government servants who have been permanently transferred to the University are eligible for such pension as will be admissible under Government rules applicable to them.

13. The scales of pay on which pension will be calculated for Government servants referred to in Rule 12 above will be those approved by Government from time to time, for the purpose.

14. No person shall be confirmed in a permanent post in the University service unless he produces a medical certificate of fitness. Such a certificate shall be signed by the University Medical Officer or by a Registered Medical Practitioner approved by the Syndicate.

15. When a person who has produced a Medical Certificate of fitness is discharged from University service and is re-employed a fresh medical certificate need not be produced by him if the re-employment takes place within a period of 6 months from the date of medical certificate already produced.

16. Notwithstanding anything contained in these rules, the Syndicate by a majority of two thirds may dispense with the medical fitness certificate in the case of any employee for reasons to be recorded in writing.

17. All servants of the University shall wholly, faithfully and diligently devote themselves to their duties. No servants of the University shall apply directly or indirectly for any post outside of the University except through the Registrar of the University. If any teacher wants to resign his appointment under the University, he shall give at least 6 months' notice to the University unless in special circumstances, the Syndicate exempts him from this

requirement. In no case, shall any servant of the University relinquish his post unless he is allowed to do so in writing by the Registrar. All officers, teachers and other servants of the University are required to be have with students, other employees of the University and the general public in a manner worthy of their position in the University.

18. Two or more University servants cannot be appointed substantively to the same permanent post or temporary post at the same time.

CHAPTER II

Disciplinary Rules

19. Every full-time employee of the University shall devote himself diligently and honestly to the University work and his whole time is at the disposal of the University. He shall not, without the previous sanction of the University, engage in any trade or undertake any employment while on duty or leave; other than his University duties or carry on, directly or indirectly any business or trade, or private tuition or undertaking or use his position as a servant of the University to help such business or undertaking.

This does not preclude him from writing books or engaging in a work of literary or scientific or artistic character provided that the legitimate duties do not suffer thereby.

Further Provided that a University teacher does not accept any other work including examinership of other Universities, or Govts. etc which entitles him to a total remuneration, honorarium etc. exceeding Rs. 1500 per annum.

20. (i) When a servant of the University is adjudged or declared an insolvent or when a moiety of the salary of such University servant is constantly being attached, or has been continuously under attachment for a period exceeding 2 years or is attached for a sum which in ordinary circumstances cannot be repaid within a period of 2 years, he shall be liable to dismissal.

(ii) In such cases the matter shall be reported to the Vice-Chancellor by the Registrar.

(iii) Where a moiety of the servant's salary is attached, the report shall show what is the proportion of his debts to the salary, how far they detract from the debtor's efficiency as a University servant, whether debtor's position is irretrievable and whether in the circumstances of the case, it is desirable to retain him in the post occupied by him at the time when the matter is brought to the notice or in any other post, under the University.

(iv) In every case under this rule the burden of proving that the insolvency or indebtedness is the result of circumstances which, with the exercise of ordinary diligence, the debtor could not have foreseen or foreseen which he had no control, and has not proceeded from extravagance or dissipated habits, shall be upon the debtor

21. An employee of the University shall not, unless generally or specially empowered by the University in this behalf, communicate directly or indirectly to the Press any document or information which has come into his possession in the course of his duties, or has been prepared or collected by him in the course of those duties whether from official sources or otherwise.

22. A servant of the University shall not criticise directly or indirectly any action taken by the authorities of the University or publish any statement of fact or opinion which may embarrass the relations between the University and Government or any section of the people, nor a servant of the University shall engage himself in any activity which is anti-secular or which tends to create communal disharmony

23. No servant of the University shall be a member, representative or officer of any Association representing or purporting to represent, University servants or any class of University servants or of students of the University unless such association is recognised by the University,

24. A servant of the University shall not contest any election, or be a member of the Legislative Assembly or Council of State or of Parliament, without the previous permission of the University. He can however, if he is qualified to vote in any election, exercise his right to vote but he shall give no indication of the manner in which he proposes to vote or has voted

25. (1) No University servant shall be a member of, or be otherwise associated with, any political party or any organisation which takes part in politics, nor shall he take part in, subscribe to, or assist in any other manner, any political movement or activity.

(2) If any question arises whether any movement or activity falls within the scope of this rule, decision of the University shall be final.

26. Without prejudice to the provisions of any rule for the time being in force the following penalties may, for good and sufficient reasons be imposed upon any member of the University staff :

(i) Censure.

(ii) With-holding of increments or promotion including stoppage at an efficiency bar.

- (iii) Reduction to lower post.
- (iv) Recovery from his pay of the whole or part of any pecuniary loss caused to the University by negligence of his duties or by breach of University instructions.
- (v) Fine.
- (vi) Suspension.
- (vii) Removal from the University service which does not disqualify from future employment
- (viii) Dismissal from the University service which ordinarily disqualifies from future employment.

EXPLANATION—the discharge

- (a) of a person appointed on probation during or at the end of the period of probation, on the grounds of unsuitability for the post,
- (b) of a person appointed, otherwise than under contract, to hold a temporary appointment, during or at the end of the period of appointment, and
- (c) of a person engaged under contract, in accordance with the terms of his contract,
does not amount to removal or dismissal within the meaning of this rule.

27. No order of dismissal, removal or reduction shall be passed on any employee of the University (other than an order based on facts which led to his conviction in a criminal court) unless he has been informed in writing of the grounds on which it is proposed to take action, and has been afforded an adequate opportunity of defending himself. The grounds on which it is proposed to take action shall be reduced to the form of a definite charge or charges, which shall be communicated to the person charged together with a statement of the allegations on which each charge is based and of any other circumstances which it is proposed to take into consideration in passing orders on the case. He shall be required within a reasonable time to put in a written statement of his defence and to state whether he desires to be heard in person. If he so desires, an oral inquiry shall be held by a committee of not more than 2 members specially appointed for the purpose by the Syndicate. At that inquiry oral evidence shall be heard as to such of the allegations as are not admitted and the person charged shall be entitled to cross examine the witness, to give evidence in person and to have such witness called, as he may wish provided that the committee conducting the enquiry may, for special and sufficient reasons to be recorded in writing refuse to call a witness. The proceedings shall contain a

sufficient record of the evidence and a statement of the findings and the grounds thereof.

This rule shall not apply where the person concerned has absconded or where it is for the other reasons impracticable to communicate with him. All or any of the provisions of the rule may, in exceptional cases be waived where there is a difficulty in observing exactly the requirements of the rule and those requirements can be waived without injustice to the person charged.

CHAPTER III

Addition to pay

I. HONORARIA AND FEES

28. The Syndicate may permit a University servant, if it be satisfied that this can be done without detriment to his official duties or responsibilities, to perform a specified service or series of services for a body or a person and to receive as a remuneration therefor, if the service be material, a non-recurring or recurring fee or honorarium.

29. If the syndicate, however, thinks that the duties performed by a University servant are a part of his legitimate duties, it may direct the servant concerned to credit the whole or a part of the honorarium or fee received by him to the University fund.

*Rule :—*29 (A) The Syndicate may grant or permit the University servants to receive honorarium, or remuneration or a reasonable lumpsum payment for the work performed or service rendered during the University Examinations, Sports-Meet. Conferences and on similar other occasions, in addition to their normal salary wages, etc.””

II. TRAVELLING ALLOWANCE

30. For the purpose of calculating travelling allowance, University servants are divided into 3 grades as follows :—

- (a) The first grade includes Dy. Registrar, Asst. Registrar, and other employees who are in receipt of a pay of Rs. 350) or more p. m.
- (b) The second grade includes employees in receipt of pay of Rs. 1550/- or more but less than Rs. 350/-p. m.
- (c) The third grade includes all others not included in grade (1) and (2) provided that a person in grade three may be allowed by the Vice-Chancellor the concession of grade 2 in special circumstances.

31. The following are the different kinds of Travelling Allowances which may be drawn in different circumstances by a University servant.

- (a) Conveyance allowance
- (b) Mileage allowance
- (c) Daily allowances
- (d) The actual cost of travelling.

(i) Conveyance Allowance

32. A conveyance allowance is an allowance granted to University servant whose pay has not been fixed with special reference to the expenditure likely to be incurred upon touring in the performance of his duties within a limited area.

(ii) Mileage Allowance

33. A mileage allowance is an allowance calculated on the distance travelled and given to meet the cost of a particular journey.

34. (a) For the purpose of calculating mileage allowance, a journey between two places is deemed to have been performed by the shortest of two or more practicable routes or by the cheapest of such routes provided that when there are alternative railway routes and the differences between them in point of time and cost is not great, mileage allowance should be calculated on the route actually used.

(b) The shortest route is that by which a traveller can most speedily reach his destination by the ordinary modes of travelling. In case of doubt the Registrar shall decide which shall be regarded as the shortest of the two or more routes.

35. If a University servant travels by a route which is not the shortest but is cheaper than the shortest, his mileage allowance should be calculated on the route actually used. The Registrar may for special reasons which should be recorded permit mileage allowance to be calculated on a route other than the shortest or the cheapest provided that the journey is actually performed by such route.

36. If a University servant or a member of his family travels in a class of accommodation lower than that to which he is entitled, he should be allowed the fare of the class of accommodation actually used plus the extra fare or fares admissible for the journey of the class by which he is entitled to travel.

All travelling allowance bills containing claims representing payment off rail shall bear the following certificate.

“Certified that the claims representing payment of railway fares are for the fares of the class of accommodation actually used.”

(iii) Mileage Allowance for Journey by Rail

37. For the purpose of calculating a mileage allowance, University servant when travelling by rail, are considered to be entitled to accommodation according to the following scale.

- | | |
|--|-----------|
| 1. Officers included in the first grade | Class I |
| 2. Officers included in the Second grade | Class II |
| 3. Officers included in the Third grade | Class III |

38. For journeys other than journeys on transfer the mileage allowance admissible to a University servant of the first, second or third grade is one fare of the class in which he is entitled to accommodation plus an allowance at the flat rate of 6P., 4P. and 2P. per mile respectively.

39. For the purpose of these rules travelling by road includes travelling by sea or river or canal.

40. For journey by road mileage allowance is calculated at the following rates for each mile travelled.

- | | |
|--|-------------------------|
| (1) The University Servants of the 1st grade : | |
| Motor Car | Re. 0-56 paise per mile |
| Motor Cycle | Re. 0-19 „ per mile |
| Any other means of conveyance | Re. 0-19 „ per mile |
| (2) The University servants of the II nd grade : | |
| Motor Car | Re. 0-14 paise per mile |
| Motor Cycle | Re. 0-19 „ per mile |
| Any other means of conveyance | Re. 0-19 „ per mile |
| (3) The University servants of the III rd grade : | |
| Motor Cycle | Re. 0-19 paise per mile |
| Any other means of conveyance | Re. 0-19 „ per mile |

Note :— In the case of University Servants hiring a conveyance in whole or in part, he may draw the actual cost of hiring the conveyance subject to the limit of rates laid down. Vouchers for payment of hire charges should accompany the travelling allowance bills.

41. The mileage allowance admissible to a University servant when travelling in a vehicle plying regularly for conveyance of passengers will be the actual cost of hiring a seat, provided that for journeys over 20 miles for which no daily allowance is admissible in addition to road mileage under exception to rule 51, one and a half times the cost of a single seat may be allowed, the extra half being limited to daily allowance.

(v) *Mileage Allowance for Journeys by Air*

42. (a) A University servant, when allowed to perform journey by air, can claim the actual air fare plus 10% of the standard air fare.

(b) If available, return tickets at reduced rates should always be purchased when an employee expects to perform the return journey by air within the period during which a return ticket is available. The mileage allowance for the forward and return journeys, when such return tickets are available will, however, be the actual cost of return ticket plus 20% of the standard air fare a single journey between the two places

(vi) *Daily Allowance*

43. A daily allowance is a uniform allowance for each day of absence from head-quarters, which is intended to cover the ordinary daily charges incurred by a University servant in consequence of such absence.

44. The Daily allowance may be drawn on the following scales :

Category	Within the State (except) in Bangalore	Halts at Bombay, Delhi, Calcutta, Madras, Simla, Mussoria, Srinagar, Goa, Daman and Diu	Halts at other places outside the State and for Bangalore city
1. University servants of I grade in receipt of basic pay of Rs. 750/- p.m.	Rs. 12/-	Rs. 25/-	Rs. 15/-
2. University servants of I grade in receipt of basic pay of Rs. 350/- p.m. or more but less than Rs. 750/- p.m.	10/-	22/-	15/-
3. University servants of II grade in receipt of basic pay of Rs. 150/- p.m. or more but less than Rs. 350/- p.m.	8/-	20/-	12/-
4. University servants of III grade in receipt of basic pay of less than Rs. 150/- p.m.	6/-	15/-	8/-

((The amended rule has come into force with effect from 1-4-1971).)

(vii) *Journeys on Tour*

45. The Headquarters of a University servant is where his office is situated.

46. A University servant is said to be on tour when absent on duty from his headquarters.

47. Daily allowance cannot be drawn except during absence from headquarters on duty. A period of absence from headquarters begins when a University servant actually leaves his headquarters and ends when he actually returns to the place in which his headquarters are situated, whether he halts there or not.

48. Daily allowance cannot be drawn for any day in which a University servant does not reach a point outside a radius of 5 miles from his headquarters or beyond the municipal limits, whichever is further, or return to his headquarters from a similar point.

49. Daily allowance may be drawn during a halt on tour or a holiday occurring during a tour.

50. Daily allowance cannot be drawn for a continuous halt of more than 10 days at any one place, unless the Syndicate grant exemption from the operation of his rule in the interest of the University service.

51. (a) A University servant may exchange his daily allowance for mileage allowance on any day on which he travels by railway or more than 20 miles by road, provided that if a continuous journey extends over more than one day, the exchange must be made for all such days and not for a part only of them.

(b) (i) When a journey by road is combined with a journey by railway under Rule 51 (a) mileage allowance may be drawn on account of such journey by road, but such mileage is limited to the amount of daily allowance unless the road journey exceeds 20 miles.

Note :— No mileage allowance for a journey to and from the railway station is admissible in addition to mileage for the journey by rail unless the sum of all road journeys by rail during the same calendar day exceeds five miles.

(ii) Unless such journey by road be a journey to or from the University servants' headquarters or temporary residence at a place of halt, mileage allowance shall be calculated on the distance actually travelled.

Exception :— Daily allowance may be drawn in addition to mileage in respect of journey by road, if a University servant does not return to headquarters on the same day as he leaves them, provided daily allowance shall not be drawn in respect of journeys for which mileage allowance by road is drawn in addition to mileage by rail or air.

(viii) Journey on Transfer

52. (a) Unless in any case it be otherwise expressly provided in these rules, a University servant is entitled, for a journey on transfer, to the following concessions :—

I. FOR JOURNEY BY RAIL

- Rule : 52 (a) (i) “For a journey by rail, he may draw the fare of the class to which he is entitled to under rule 37 plus an allowance for incidental expenses calculated at four times of the date prescribed under rule 38”.
- (ii) He may draw one fare for each adult member of his family and half fare each child for whom such fare is payable, if they accompany him.
- (iii) He may draw the actual cost of carriage by goods train of personal effects.

II. FOR A JOURNEY BY ROAD

- (i) He may draw two mileages at the rate to which his grade entitles him, a third if one member of his family accompanies him and a fourth if more than one member of his family accompany him.

Note :— A University servant hiring a conveyance may be allowed to draw mileage by road as prescribed above at the maximum rate to which his grade entitles him about the production of particulars of actual expenses and vouchers in support of the claim.

- (ii) When journeys are performed in a motor Vehicle plying regularly for conveyance of passengers. He may draw 2 fares for himself and in addition one fare for every adult member of his family and half fare for each child for whom such fare is payable if they accompany him.
- (iii) For the transportation by the cheapest means of conveyance of personal effects he may draw mileage allowance at nP. per mile for each B. M. of goods subject to production of vouchers, in support of the same.

(1b) A University servant who claims higher travelling allowance on the ground that members of his family accompanied him on transfer, must support his claim by a certificate showing their numbers and relationship.

53. A female University servant may claim travelling allowance for her husband if the latter is wholly dependent on her.

54. University servants excluding those who are in receipt of pay of less than Rs. 150/- per month, who are (1) required to accompany the parties of students on excursion, games etc., (2) deputed to undergo a

course of training or (3) deputed to attend conference meetings will be paid single railway fare each way in a class to which they are entitled under rule 37 and incidental expenses as laid down under Ordinance 126. If the journey is by road then they will be paid under Ordinance 1225 25 (ii). On days of actual halts they will be paid daily allowance according to the rates fixed rule 44.

Note :— Teacher including Demonstrators performing journeys in connection with the University Examinations are entitled to Travelling Allowance for the journeys in accordance with the regulations contained in the scale of remuneration to examiners etc.

Instruction :— The provision of the amended rule will have retrospective effect from 1-10-1959.

Duties and Powers of Controlling Officer

55. The Registrar shall be the controlling officer. It is the duty of the controlling officer, before countersigning the travelling allowance bills :—

- (a) to scrutinise the necessity, frequency, and duration of journeys and halts for which travelling allowance is claimed, and to disallow the whole or any part of the travelling allowance claimed for any journey or halt, if he considers that the journey was unnecessary or unduly protracted or that a halt was of excessive duration.
- (b) to scrutinise carefully the distances entered in travelling allowance bills.
- (c) to satisfy himself that concessional return tickets for the journey or journeys charged for in the bill were purchased wherever and whenever possible and that, where the actual cost of transporting servants, personal effects etc. is claimed under these rules or orders the scale on which such servants, effects, etc. were transported was reasonable and to disallow any claim which in his opinion does not fulfil this condition.
- (d) to check any tendency to abuse the option of exchanging daily allowances for mileage allowance and
- (e) to observe any subsidiary rules or orders which the Syndicate may make for his guidance.

General

56. Hours of journeys should be entered in travelling allowance bills in the manner followed in railway time table i. e. running from 00 to 24. Thus 7 a. m. should be denoted by the figure 7; 12 noon by 12; 18 p. m. by 20 and so on.

CHAPTER IV

Leave Rules

57. Unless in any case it be otherwise distinctly provided, these rules apply to all University employees.

58. Leave is earned by duty only. For the purpose of this rule a period spent in foreign service counts as duty if contribution towards leave salary is paid on account of such period or the recovery thereof is waived.

59. Leave cannot be claimed as of right. When the exigencies of the University service so require, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant it.

Note :— The nature of the leave due and applied for by a servant cannot be altered at the option of the sanctioning authority, while it is open to the sanctioning authority to refuse the leave due and applied for or revoke the leave granted, it is not open to the sanctioning authority to alter the nature of leave.

60. Leave should not be granted to an extent which would deplete the strength of service or department available for duty below the essential minimum.

61. When a University servant applies for repeated grant of leave on medical certificate within short intervals, the attention of the Medical Officer of the University should be drawn to his case with a view to his carefully considering the term of absence necessary for his complete recovery.

62. Formal joining of duty at the end of leave with the intention of taking leave again within a few days should not be permitted. The principle on which the requirement of this rule should be enforced is, that no deliberate or intentional evasion of the rule should be permitted, but so long as this condition is satisfied, it is left to the discretion of the authority competent to grant the leave, to grant or refuse it, as may seem proper in each case.

63. (a) Leave begins on the day on which transfer of charge is effected, if the transfer takes place in the fore noon of that day; otherwise on the following day.

(b) Leave ends on the day on which charge is resumed, if the resumption takes place in the afternoon; otherwise on the proceeding day.

64. When the day immediately proceeding the day, on which a University servant's leave begins or immediately following the day, on which his leave or joining time expires, is a holiday or one of a series of continuous holidays, the University servant may leave his station at the close of the day before, or return to it on the day following such holiday or series of holidays.

65. Unless the University in any case otherwise directs :—

(a) if holidays are prefixed to leave the leave and any consequent rearrangement of pay and allowance take effect from the first day after the holidays, and

(b) if holidays are fixed to leave or joining time, the leave or joining time is treated as having been terminated on, and any consequent rearrangement of pay and allowances takes effect from the day on which the leave or joining time would have ended if holidays had not been fixed.

66. 'Vacation' is a holiday for the purpose of rule (65) above with the limitation that vacation can be prefixed to leave only if the substituted takes over charge at the end of the vacation and an absentee may affix vacation to leave only if his substitute is transferred on the expiry of the leave so as not to be on duty in the absentee's post during any portion of the vacation. Vacation may either be prefixed or affixed to leave but may not be both prefixed and affixed nor may it be interposed between two periods of leave provided that University teachers may be permitted to prefix and affix vacation to leave on condition that no extra cost University is caused thereby.

67. When a University servant combines vacation with leave, the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.

68. A University servant on leave shall not take any service or accept any employment without obtaining the sanction of the University.

Note :— (1) This rule does not apply to casual literary work or to service as an examiner of similar appointment.

Note :— (2) When a University servant on leave, other than the leave preparatory to requirement, whether with or without leave salary, is allowed to take up under this rule an employment, all leave salary must *ip so facto* cease on the taking up of new employment, other than the work or service referred to in note 1.

~~69.~~ All orders recalling a University servant to duty before the expiry of his leave should state whether the return to duty is optional or compulsory. If the return is optional, the University servant is entitled to no concessions. If it is compulsory, he is entitled to t. a. as on tour for the return journey to join th post to which he is posted.

70. No University servant who has been granted leave on medical certificate may return to duty without first producing a medical certificate of fitness in such form as University may prescribe. The authority granting the leave may at its discretion require a similar certificate from any University servant who has been granted leave for reasons of health even though such leave was not actually granted on medical certificate.

71. (1) A University servant on leave may not return to duty before the expiry of the period of the leave granted to him unless he is permitted to do so by the University.

(2) Notwithstanding anything contained in sub rule (1), a University servant on leave deparatory to retirement shall be precluded from withdrawing his request for permission to retire and from returning to duty, save with the consent of the authority empowered to appoint him.

72. A University servant who remains absent after the end of his leave is entitled to no leave salary for the period of such absence, and that period willl be debited against his leave account as though it were leave on half average pay unless his leave is extended by a competent authority. Wilful absense from duty after the expiry of leave may be treated as misbehaviour.

73. If the leave ends on a working day but is overstayed, any authorised holiday occurring before the University servant joins should be counted as part of the time overstayed.

74. An application for leave or for an extension of leave shall be made through the departmental or college head, to the authority competent to ggrant such leave or extension.

75. No leave on medical certificate shall be granted to servant who has no reasonable prospect that he will ever be fit to resume his duty. In such cases the opinion that the servant is permanently unfit for service should be obtained from the medical officer.

76. (a) Every application for leave on medical certificate made by a servant shall be accompanied by a medical certificate given by the medical officer of the University or by a registered medical practitioner, defining as clearly as possible the nature and probable duration of the illness.

(b) The authority competent to sanction leave may at its direction, secure a second medical opinion by requesting the medical officer of the University or of other medical authority as the Syndicate may resolve.

77. No medical certificate shall be issued by the medical officer without the cognisance of the Registrar of the University

78. The grant of certificate by the medical officer does not in itself confer upon the servant concerned any right to leave. The certificate should be forwarded to the authority competent to grant the leave and the orders of the authority should be awaited.

79. In support of an application for leave, or for an extension of leave on medical certificate from a University servant such as peons, drivers, mukadams and attendants, the authority competent to grant leave may accept such certificate as it may deem sufficient.

80. Before leave is sanctioned to a servant, the authority sanctioning the leave should consult the leave account and satisfy himself that the leave applied for is admissible.

81. In the case where all applications for leave cannot in the interest of the University be granted, an authority competent to grant leave should in deciding which application should be granted take into account the following considerations :—

- (a) The servant who can for the time being best be spared.
- (b) The amount of leave due to the various applicants.
- (c) The amount and character of the service rendered by each applicant since the last return from leave.
- (d) The fact that any such applicant was compulsorily recalled from his last leave.
- (e) The fact that any such applicant has been refused leave in the public interest.

82. Leave shall not be granted to a servant who ought at once to be dismissed or removed or made to retire as a penalty from the service of the University.

83. **Grant of Leave :—**

- (i) 'Leave' includes earned leave, half pay leave, commuted leave, leave not due and extraordinary leave.
- (ii) 'Earned leave' means leave earned in respect of periods spent on duty.
- (iii) 'Half pay leave' means leave earned in respect of completed years of service.

- (iv) 'Earned leave due' means the amount of earned leave under these rules.
- (v) 'Commutated leave' means leave taken under rule 89 (c).
- (vi) 'Half pay leave due' means the amount of half pay leave earned under these rules.
- (iiiv) 'Completed years of service' and 'one year's continuous service, means continuous service of the specified duration and includes periods spent on duty as well as on leave including extraordinary leave.

84. Any kind of leave under these rules may be granted in combination with or in continuation of any other kind of leave (except casual leave).

85. No leave shall be granted beyond the date on which an employee must compulsorily retire.

Provided that the authority empowered to grant leave, may allow any employee who has been denied leave preparatory to retirement in whole or in part on account of the exigencies of the University service, the earned leave which was due to him pending retirement, the whole or any portion of the earned leave so denied, even though it extends to a date beyond the date on which such officer must compulsorily retire.

Provided further that an employee, whose service has been extended in the interests of the University service beyond the date of his compulsory retirement, may similarly be granted, either within the period of extension or after its expiry, any leave which could have been granted to him under the preceding proviso had he retired on that date less the leave, if any taken during the period of extension and, in addition, such earned leave due in respect of the extension and refused to him on account of the exigencies of the University service. In determining the amount of earned leave due in respect of the extension with reference to Rule 86 the earned leave, if any, admissible on the date of the compulsory retirement shall be taken into account.

Provided, in case of re-employed persons, the earned leave earned during re-employment may be allowed to be taken as terminal leave, even though, it may not have been formally applied for and refused while in service in the exigencies of public service.

86. (1) The earned leave admissible to an employee is 1/11 of the period spent on duty provided the employee will cease to earn such leave when the earned leave due amounts to one hundred and eighty days.

(2) Subject to the proviso of sub rule (1) of this rule the maximum earned leave that may be granted at a time to an employee shall be 120 days provided it may be extended to 180 days if the leave is taken on medical certificate.

Note — In calculating earned leave the actual number of days of duty performed should first be counted and then multiplied by 1/11th, the product expressed in days (and fractions of the day) and limited to the maximum earned leave being admissible under the rules.

87. Earned leave is not admissible to an employee serving in a vacation Dept. in respect of duty performed in any year in which he avails himself of full vacation; provided an employee who is by general or special order issued by the Registrar to remain on duty during the vacation may be allowed earned leave to the extent bearing such proportion of 30 days, as the number of days of vacation not taken bears to the full vacation.

88. Vacation may be taken in combination with or in continuation of any kind of leave under these rules; Provided that the total duration of vacation and earned leave taken in conjunction whether the earned leave taken is in combination with or in continuation of other leave or not, shall not exceed the amount of earned leave due and admissible to the employee under rule 86.

89. (a) The half pay leave admissible to an employee in respect of each completed year of service is 20 days.

(b) The half pay leave due may be granted to an employee on medical certificate or on private affairs.

(c) Commuted leave not exceeding half the amount of half pay leave due may be granted on medical certificate or on private affairs to an employee subject to the following conditions :

- 1) Commuted leave during the entire service should be limited to a maximum of 240 days.
- 2) The maximum commuted leave on private affairs that may be granted at a time shall be 120 days.

If commuted leave on private affairs is combined with earned leave, the total period should not exceed 180 days.

- 3) The total duration of earned leave and commuted leave on medical certificate taken in conjunction shall not exceed 240 days.
- 4) No commuted leave may be granted under this rule unless the authority competent to sanction leave has reason to believe that officer will return to duty on its expiry.
- 5) When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave due.

90. (a) Extraordinary leave may be granted to any employee in special circumstances :

- (1) When no other leave is by rule admissible or
- (2) When other leave is admissible, but the employee concerned applies in writing for the grant of extraordinary leave.
- (b) The authority competent to grant leave may commute retrospectively periods of absence without leave into extraordinary leave.

91. (1) An employee on earned leave is entitled to a leave salary equal to greater of the amount specified below :

- (i) The pay on the day before the leave commences or.
- (ii) The average monthly pay earned during the 12 complete months preceding the month in which leave commences.

(2) An employee on half pay leave is entitled to pay equal to half the pay on the day before the leave commences or half the amount specified in (clause ii) of sub rule (1) whichever amount is greater.

(3) An employee on commuted leave is entitled to leave salary equal to twice the amount admissible under sub rule (2).

(4) All employee on extraordinary leave is not entitled to any leave salary.

92. In respect of employees governed by these rules leave account should be maintained in form (1) appended to these rules.

93. An employee serving in a vacation department who holds only an acting appointment is not entitled to any pay for the period of vacation if he resigns without previous permission of the Registrar, from the day of the reopening of the University teaching dept, or a college. Similarly an employee serving in a vacation department who joins his appointment from extraordinary leave only a day or two previous to the beginning of the vacation is not entitled to pay for the period of vacation if he proceeds again on extraordinary leave without returning to duty on the reopening day of his college or Department after vacation. An employee holding a temporary post of appointment may be granted pay for the period of vacation provided his services are dispensed with just before the commencement of the vacation and he has already put in service of not less than eight months during the academic year concerned.

94. Leave at the credit of the employee in his leave account shall lapse on the date of compulsory retirement provided that if in sufficient time before that day he has (1) formally applied for leave preparatory to retirement and been refused it or (2) ascertained in writing from the sanctioning authority that leave preparatory to retirement if applied for would not be granted in either case the ground for refusal being the exigency of the University service, then the University employee may be granted after the date of retirement, the amount of leave so refused subject to rule 85.

95. *Maternity Leave* :— Maternity leave of absence from duty may be granted on full pay by the Registrar to married women employees for a period not exceeding 3 months at his discretion provided in no case shall maternity leave extended beyond 6 weeks from the date of confinement.

Note:—(1) Maternity leave may be combined with leave of any other kind but any leave applied for in continuation of the former may be granted only if the request be supported by a medical certificate.

(2) Maternity leave under this rule may also be granted in the case of miscarriage including abortion.

(3) Maternity leave should not be debited to leave account.

96. *Study leave* :— Study leave may be granted on such terms as may be prescribed by the Syndicate, to an employee to enable him to undertake higher studies or specialised training, in professional or technical subjects having a direct and close connection with the sphere of his duty. Such leave is not debited against the leave account and will count as duty.

Note :— Ordinarily study leave may be granted to an employee not exceeding 12 months in the whole of his service provided he has put in service for more than 3 years. Study leave will not be granted to an employee who will quite or retire from service within 5 years.

97. During study leave an employee is entitled to leave salary equal to leave on half pay at the rates prescribed under rule 91 (2).

98. *Casual leave*:—Casual leave may be granted to all employees of the University for 15 days in each calendar year, but not for more than 7 days at a time.

Note :—Casual leave to temporary staff will be granted in the same manner as to those holding permanent appointments, but in the case of new entrants who have not put in atleast one years' service casual leave will be granted in proportion to their service at the rate of one day, for every completed month's service.

99. Casual leave shall be granted only when it can be given without inconvenience to the University service. It shall not ordinarily be granted in continuation of other leave but it may be combined in any manner with Sundays and other authorised holidays provided that not more than 7 days casual leave exclusive of such Sundays and holidays shall be taken during one period of absence and provided also that such period of absence shall not exceed 10 days in all.

100. An employee on casual leave is not treated as absent from duty and he is eligible for his pay and other allowances as on duty during such leave.

Appendix A

(Vide rule 9)

Agreement entered into this day _____ one thousand nine hundred and _____ between _____ of the first part and the KARNATAK UNIVERSITY here in after called the University, on the second part.

It is hereby agreed by and between the parties as follows :

1. That the University hereby appoints _____ to be _____ for a period of 5 years in the first instance, with effect from the date when the said _____ takes over the charge of his post

2. The said _____ shall be on probation for year(s) _____ and after the end of the probationary period, he may be continued for the remaining period of 5 years or continued for another year on probation, or removed from service.

After the stipulated period of 5 years, the said _____ may be continued in service according to the decision taken in this behalf by the Syndicate, in which case the provisions of this agreement automatically continue to govern his tenure of service.

3. The said _____ hereby accepts the engagement and undertakes to take such part in the work of and perform such duties in the University as may be required by and in accordance with the Act, Statutes, Ordinances and Regulations, for the time being in force, of the said University, including the management and protection of the University property, funds the dissemination of knowledge, the teaching and research work, the examination of students, the maintenance of discipline among them the promotion of the welfare of the students of the University and generally to act under direction of the Syndicate of the University.

4. The said _____ shall be bound by and he shall in all respects faithfully obey, observe and comply with the rules and service conditions for the time being applicable to servants of the University generally and the orders and the directions of the Vice-Chancellor and of the Officers and authorities in charge of the department in which he is or may be employed.

5. The said _____ shall be entitled to pay in the time scale Rs. _____ and to D. A. at the rates sanctioned by the

University from time to time, for the benefit of its employees, subject to the University service rules in this behalf, provided always that the annual increment or increments shall depend on the work of the previous year of the said _____ being found satisfactory of which the Vice-Chancellor shall be the sole judge.

6. The University even after his services are confirmed may at any time, dismiss or dispense with the services of the said _____ in the event of misconduct on his part of a breach by him of any of the conditions of his appointment.

7. If the University is satisfied on a report of a Board of three competent medical men appointed by the Syndicate that the said _____ is unfit or is likely to continue unfit for a considerable period, by reason of ill-health for the discharge of his duties in the University, it may at any time during the continuance of his agreement terminate this service. The decision of the University shall be final and binding on the first party.

8. The Said _____ shall be eligible for leave and vacations in accordance with the provisions made in that behalf by the Syndicate from time to time.

9. Should any dispute arise out of this contract or with respect to any of the terms of this agreement or with reference to any matter relating thereto between the University and the said _____ it shall be referred to a Tribunal of Arbitration appointed in accordance with the provisions of Section 54 of the Act.

In WITNESS WHERE OF THE parties, hereto have set their hands and seals on the day and the year first above mentioned.

Signature _____

Signed by the said _____

In the presence of :

1. _____

2. _____

Signed and sealed on behalf of the University by

1. _____

2. _____

Appendix B

(Vide Rule 9)

Agreement entered into this day _____ one thousand
nine hundred and _____ between _____ of the
first part and the KARNATAK UNIVERSITY hereinafter called the
University of the second part.

It is hereby agreed by and between the parties as follows :

1. That the University hereby appoints _____
to be _____ till the date of retirement as per University
Service Rules, with effect from the date when the said _____
takes over the charge of his post.

2. The said _____ shall be on probation for
_____ year(s) and after the end of the probationary period, he may be
confirmed or the period of probation extended for such period as will be
fixed by the Syndicate of the University. If he is confirmed he shall be
continued in the University service until his services are terminated under
the rules of the University applicable to him.

3. The said _____ hereby accepts the engagement and
undertakes to take such part in the work of and perform such duties in the
University as may be required by and in accordance with the Act,
Statutes, Ordinance and Regulations, for the time being in force of the
said University, including the management and protection of the University
property, funds teaching and research work, the examination of students
the maintenance of discipline among them, the promotion of the welfare of
the students of the University and generally to act under the direction of
the Syndicate of the University.

4. The said _____ shall be bound by and he shall in all
respects faithfully obey, observe and comply with the rules and service
conditions for the time being applicable to servants of the University
generally, and the orders and directions of the Vice-Chancellor and of the
Officers and authorities in charge of the Department in which he or may
be employed.

5. That the said _____ shall be entitled to pay in the
time scale of Rs. _____ and to D. A. at the rates sanctioned by the

University from time to time, for the benefit of its employees, subject to the University service rules in this behalf, provided always that the annual increment or increments shall depend on the work of the previous year of the said _____ being found satisfactory of which the Vice-Chancellor shall be the sole judge.

6. The University even after his services are confirmed may at any time, dismiss or dispense with the services of the said _____ in the event of misconduct on his part or of a breach by him of any of the conditions of his appointment.

7. If the University is satisfied on a report of a Board of three competent medical men appointed by the Syndicate that the said _____ is unfit or is likely to continue unfit for a considerable period, by reason of ill-health for the discharge of his duties in the University, it may at any time during the continuance of this agreement terminate his service. The decision of the University shall be final and binding on the first party.

8. The said _____ shall be eligible for leave and vacations in accordance with the provisions made in that behalf by the Syndicate from time to time.

9. Should any dispute arise out of this contract or with respect to any of the terms of this agreement or with reference to any matter relating there to between the University and the said _____ it shall be referred to a Tribunal of Arbitration appointed in accordance with the provisions of Section 54 of the Act.

In WITNESS WHERE OF THE parties, hereto have set thir hands and seals on the day and the year first above mentioned.

Signature _____

Signed by the said _____

In the prescace of :

1. _____

2. _____

Signed and sealed on behalf the University by

1. _____

2. _____

FORM No. 1

(Vide Rule 92)

FORM OF LEAVE ACCOUNT

Name of University servant _____ Domicile _____

Date of commencement }
of continuous service } _____ Date of birth _____

Date of contract, if any _____ Date of compulsory retirement _____

-
- Note:—**(1) Periods of extraordinary leave taken should be noted in red ink in column 24, (remarks)
- (2) The entries in columns 10 and 11 should indicate only the beginning and end of completed years of service at the time the half pay leave commences. In cases where University servant completes another year of service while on half pay leave extra credit should shown columns 10 to 14 by making suitable additional entries and this should be taken into account when completing column 23.
- (3) While calculating leave, fractions below half should be ignored and those of half or more, should be reckoned as a day
- (4) If a University servant in the vacation department has earned Earned Leave on average pay, the period of such leave should be recorded separately with reasons.

