

# Service Rules

## KLE Technological University



**KLE Technological University**  
(Established under Karnataka Act No.22, 2013)

# KLE TECHNOLOGICAL UNIVERSITY, HUBBALLI

## SERVICE RULES

### CHAPTER I

#### **PRELIMINARY**

##### **Rule 1: SHORT TITLE AND COMMENCEMENT**

**1.1** These rules shall be called “Service Rules” of the KLE Technological University, Hubballi.

**1.2** They shall come into force with effect from the BOG approval.

##### **Rule 2 : APPLICATION**

These rules shall apply to all the employees of the KLE Technological University, Hubballi and its allied and subsidiary institutions which comes into existence under the purview of this University. However, all the Aided employees of the KLE Technological University, Hubballi are governed by the rules of the Grant-in-Code and KCSR rules. **Un-aided employees shall be governed by these rules mutatis mutandis.**

##### **Rule 3: DEFINITIONS**

Unless it is repugnant to the context,

- 3.1** “KLE Technological University, Hubballi” shall mean,
- a) All the institutions established to be established & administered by the KLE Technological University, Hubballi in the field of Education that are established in consonance with aims & objectives of K.L.E.Society.
  - b) Any other Unit / Institutions that may be brought under the purview here after.
- 3.2** “Board of Governors (BOG)” is the principal organ of the Management of KLE Technological University, Hubballi constituted as per the KLE Technological University Act 2012 of Government of Karnataka.
- “Board of Governors (BOG)” is also the executive body of the KLE Technological University which oversees day-to-day management of the KLE Technological University and for that purpose frames the policy, rules, regulations and instructions, procedure and also provide approvals on all academic, financial and administrative matters.
- 3.3** “Chairman” means the Chairman of the Board of Governors.
- 3.4** “Premises” means all departments, laboratories, equipment, offices, wards, sections and other places both indoor and outdoor, residential quarters, hostel buildings, canteen buildings and such other lands, buildings, equipment, areas and precincts under the purview of KLE Technological University.

- 3.5 “Management” means the BOG-Chairman, Vice Chancellor, Pro –Vice Chancellors, Heads of the institutions, Deans of faculty, Principals, Registrar i.e. any other person vested with the authority to enforce the service rules and regulations
- 3.6 “Appointing Authority, Disciplinary Authority, Competent Authority”, under these rules mean Chairman of BOG, ,Vice – Chancellor, Deans, Heads of institutions or any other as may be notified by the order of the BOG from time to time.
- 3.7 “Selection Committee” means the authority nominated by the BOG to recommend for recruitment/promotion/ granting special increment on the basis of tests/ interviews/performance reportsetc. as needed.
- 3.8 “Employer” means the KLE Technological University.
- 3.9 “Employee” means anybody who is working as paid servant of the KLE Technological Universityeither on permanent basis or temporary basis or those working in any institution associated with the University.
- 3.10 “Establishment” means KLE Technological University, its branches, subsidiaries, associated with teaching and other units or institutions run/owned/managed/sponsored by the KLE Technological University.
- 3.11 **“Notice” means a notice or 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 Newspaper for the purpose of these service rules.**
- 3.12 “Notice Board” means the notice board specially maintained in a designated and conspicuous place in the premises of KLE Technological University and its institutions for the purpose of displaying notice / notice under these service rules.
- 3.13 “Masculine” includes Feminine unless repugnant to the context.
- 3.14 “Singular” includes plural, unless repugnant to the context.
- 3.15 “Salary” means all remuneration earned by way of basic salary and Dearness Allowance, but does not include allowances paid or payable to an employee such as house rent allowance, conveyance allowances, overtime etc., as fixed by the KLE Technological University from time to time.
- 3.16 “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.
- 3.17 “Leave” means authorized absence with or without pay.
- 3.18 “Absence from work” means unauthorized absence from work place, late attendance or leaving the place of work early without permission.
- 3.19 All other terms not defined herein shall have the same meaning assigned to them under the Constitution of the K.L.E. Society the parent society of KLE Technological University.

**Rule 4 : MODIFICATION OF SERVICE RULES**

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

**Rule 5: EXERCISE OF POWERS**

The power conferred by these rules may be exercised by the BOG through any person or any such authority.

**Rule 6 : DUTIES OF EMPLOYEES**

The duties of an employee shall pertain to his work as per the terms and 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, authorities of KLE Technological University and its parent society K L E Society.

**Rule 8: CLASSIFICATION OF EMPLOYEES**

8.1 "Employee" shall be classified as :

- a) Permanent
- b) Probationary
- c) Temporary
- d) Trainee
- e) Contract Employee
- f) Casual Employee

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 to the post in which he has been provisionally appointed. If a permanent employee who is employed as a probationer to a new post he shall hold a lien over the former post till he is confirmed in the new post. Note: A permanent employee on probation to a new post shall be deemed to be on probation for the limited purpose of his performance and suitability in the new post. For all other purposes he shall be entitled to all the benefits of a permanent employee.

8.4 A "Temporary Employee" is an employee who is so engaged for work which is of an essentially temporary in 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. Training Allowance may or may not be given.

8.6 A "Contract Employee" means a person appointed on contractual employment for a specific period and/or for specified purpose.

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

NOTE: Employees covered under Sub Rules 8.4, 8.5, 8.6 and 8.7 are not entitled to benefits provided to a probationary / permanent employee unless specifically provided in the letter of contract/ appointment/engagement.

**Rule 9 : APPOINTMENTS**

9.1 All appointment 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 Report in writing. He shall also furnish evidence of Date of Birth/Proof of Age by any one of the following:

- a. Certified extract from Register of Births and Death
- b. School Leaving Certificate / Matriculation Certificate
- c. Any other documents 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 circumstance the request for correction of the same will be entertained.

9.3 The Candidates selected for appointment shall also submit the self attested photo-copies of the following Certificate along with the originals for verification at the time of joining duty:

1. Qualification
2. Experience
3. Relieving letter from previous Employee if employed earlier

9.4 It shall be incumbent upon every employee to furnish correct and complete bio-data to the Appointment Authority 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 service.

#### **Rule 10 : SERVICE REGISTER**

A service register shall be maintained for every permanent employee showing among other things, his permanent address, date of appointment, scale of pay on which he was appointed, increments given from time to time, leave availed of, transfers, promotions, suspensions, punishments, dismissal etc. The register/file shall be opened immediately after the employee reports for duty and to be up dated periodically

#### **Rule 11: IDENTITY CARD / BADGE**

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 the 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 a 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**

12.1 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 biometric or any other device at the discretion of Management. The employee shall be present punctually at the specified time at his allotted place of work. If an employee does not report at his 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 in disciplinary action.

Absence without prior 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 department/ units and establishments of the KLE Technological University. Employees may be required to work in split hours/ staggered hours with rest intervals and weekly off in the units of KLE Technological University as required.

- 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.

## **CHAPTER II : EMPLOYMENT: TERMS AND CONDITIONS**

### **Rule 14 : RECRUITMENT / APPOINTMENT**

- 14.1 Recruitment of employees shall be made by the Appointing Authority either directly or on the basis of the selection made by the Selection Committee setup for the purpose.
- Recruitment of employees shall be made through any one of the following sources:
- a) Direct recruitment by calling for applications through advertisement in the press and also by calling for the list of eligible candidates directly or Head of institutions.
  - b) Promotions :
    - i. By seniority-cum-merit or
    - ii. By selection.
  - c) By any other method as may be approved by the Appointing Authority.

### **Rule 15 : PROBATION**

- 15.1 All employees irrespective of the cadre shall be appointed on probation for a specified period mentioned in the appointment order at the time of initial appointment.
- 15.2 All appointments by promotion shall be on an officiating basis for a minimum period of not less than one year.
- 15.3 The probationary or officiating period may be reduced or extended by such period as the Appointing Authority deems fit at his discretion.
- 15.4 At the end of the prescribed or, as the case may be, the reduced or extended period of probation, the Appointing Authority shall consider the suitability of the probationer to hold the post to which he was appointed, and -
- (a) If Appointing Authority decides that the probationer is suitable to hold the post to which he was appointed and has passed the special examinations or tests, if any, required to be passed during the period of probation the Appointing Authority shall, as soon as possible, issue an order declaring the probationer to have satisfactorily completed his probation and such an order

shall have effect from the date of the expiry of the prescribed, reduced or extended period of probation;

- (b) if the Appointing Authority decides that the probationer is not suitable to hold the post to which he was appointed or has not passed the special examinations or special tests, if any, required to be passed during the period of probation, the Appointing Authority shall, unless the period of probation is extended by order, discharge him from service.

15.5 A probationer shall not be considered to have satisfactorily completed the probation unless a specific order to that effect is passed. Any delay in the issue of an order to that effect shall not entitle the probationer to be deemed to have satisfactorily completed his probation.

15.6 The Rules 15.4 and 15.5 shall mutatis mutandis apply in case of officiating and in the event the officiating period is not satisfactorily completed, then the Appointing Authority shall revert the employee to the post which he held prior to promotion.

**Rule 16 : APPRAISALS / CONFIDENTIAL REPORT**

Appraisal of the performance of every employee unless specified otherwise shall be carried out at the end of the 12 calendar months of completed service. This will normally be done by next senior person in hierarchy and reviewed by the Head of the Institution / Department, which may be accepted by the BOG. This report will be the basis for deciding annual increment, special increments, promotion 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.

**Rule 18: INCREMENTS**

18.1 An employee will be entitled to annual increment as per the scale after completing 12 months of reckonable service including the probationary period, provided that his performance and conduct are reported to be satisfactory as per Appraisal/Confidential Report.

18.2 Special increments may be granted in exceptional cases and outstanding performance during the service by the Management.

18.3 The annual increments may be withheld as a disciplinary measure by the management. The period for which the increment should be withheld will be decided by the competent authority.

18.4 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 employee concerned will be granted increment immediately after completion of the particular period.

Illustration: If an employee who is appointed on 01.06.2017 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 01.06.2018 will be withheld for three months but the next increment which falls due on 01.06.2019 will be given to him with effect from 01.06.2019.

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

18.6 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.

18.7 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 proceedings 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 to be transferred / deputed from one Department to another and in future, one Institute / unit of KLE Technological University at the discretion of the Management.

20.2 All employees are liable for being shifted from one discipline, function, department, section, branch, station etc. as in 20.1, provided that the wages, grade, continuity of service and other conditions of service of the employee are not adversely 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 KLE Technological University and its associated institutions will retire from service on completing 58 years unless and otherwise age of retirement is specified in a particular Institution. On the basis of performance and the requirement, the retirement age of a teaching faculty may be extended upto 60 years by the Vice Chancellor. 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 of contract.

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 that month.

21.3 A Permanent employee can seek voluntary retirement either after 25 years of qualifying service in KLE Technological University and its associated institutions. To avail this benefit the employee must give 3 months notice or 3 months pay in lieu

thereof. However the management may not accept the voluntary retirement, if it finds that the services of employee are required. The management at its discretion may relax notice period of three months or part of it on the case-by-case basis.

- 21.4 The management is at liberty to retire any employee, without assigning reasons, any time after 25 years of service in KLE Technological University and its associated institutions or after 50 years of age, by giving 3 months notice or 3 months pay in lieu thereof. However, in certain cases the Management enjoys the right of retiring the employee any time if it finds that his services are no longer required for the institutions by giving 3 months notice.

NOTE :

In case where the date of retirement of an employee and the day/days preceding thereto are general holidays, the employee may 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, must give notice of resignation in writing to the Appointing Authority through 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.
  - c) A Contract employee shall give one month's (30 days) notice or salary in lieu of notice.
  - d) A permanent employee shall give three month's (90 days) notice or salary in lieu of notice.
- 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 shortfall in resignation notice given by a permanent employee, may be adjusted towards his balance of earned leave at this credit. However, it is left to the discretion of management.
- 22.6 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.

- 22.7 Upon the acceptance of resignation through communication by the Management to the employee concerned, he shall settle all his dues to institution, hand over documents, cash, equipments and other properties held in his custody and surrender/vacate the residential facility(if any) occupied by him and submit a No Due Certificate to that effect. The management reserves the right to recover all such outstanding amounts and value of the property of KLE Technological University and its associated institutions from amounts due to the employee or in any other manner as the management deems fit.
- 22.8 After completion of all the formalities as detailed in 22.7 and on the submission of no due certificate by the employee, relieving order will be issued.
- 22.9 If a Permanent employee remains unauthorized absent without leave or prior permission in writing continuously for 30 days, the management may give him a notice 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 explanations, 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 employee concerned for such absence.

### **CHAPTER III : CONDUCT RULES**

#### **Rule 23: EMPLOYEES OBLIGATION**

- 23.1 Every employee shall:
- a) Abide by the rules, regulations 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 behaviour of the employees.
  - b) Maintain at all times absolute dignity integrity and devotion to duty and loyalty to KLE Technological University / K.L.E. Society and shall do nothing that would or is likely to tarnish the image or reputation of KLE Technological University or adversely affect its interests.
  - 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 Institutions with which he has or had official dealings in connection with the business of KLE Technological University/ K.L.E. Society.
  - b) Bring or attempt to bring any outside influence to bear upon the management to further his personal interest in KLE Technological University.
  - c) Misuse the amenities provided for him by KLE Technological University to discharge his official duties.
  - d) Accept any gifts, presents, gratis, payments or other favours from students, suppliers, contractors, dealers or anyone who could directly or indirectly

influence/ damage/harm the business interests/goodwill or reputation of KLE Technological University.

- e) Disclose/divulge or use any confidential information gained in the course of his employment in KLE Technological University 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, religion etc.
- c) Indulge in or encourage any form of malpractice.
- e) Indulge in private tuition.

23.4 No employee shall:

- a) Be a member of the K.L.E. Society, Belgaum or any educational society without the specific permission of the Management.
- b) Take part or canvas at the elections to the Nation; State and the K.L.E. Society, Belgaum etc.
- c) Be a member of the K.L.E. Society or any other political party.

***In case he is already a member of the society or a political party, he ceases to be a member in case if he takes an employment in the K.L.E. Society.***

***In such an event, he shall also apply for cancellation of his membership before reporting for duties in K.L.E. Society.***

#### **Rule 24: PROPERTIES OF KLE Technological University**

24.1 Every employee shall:

Take due care of the property, materials, instruments, equipments, machines, furniture, cash, etc. of KLE Technological University 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.

24.2 Promptly report any occurrence or defect noticed which might endanger lives of persons in KLE Technological University /K.L.E. Society and might result in any damage to the property of KLE Technological University /K.L.E. Society and its institutions.

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 See that the stock procurement and stocking of materials, etc. do not get out-dated. Periodical review shall be conducted to identify the materials nearing expiry date and the supervisor concerned / the management has to be appraised and appropriate action is to be taken in consultation with the management. Great care must be exercised to avoid unnecessary inventory holdings.

**Rule 25: UNAUTHORISED POSSESSIONS OF GOODS, ETC.**

An employee found in unauthorized possession of any goods, equipments, implements, articles, materials, etc. which are in use in KLE Technological University or kept in stock in KLE Technological University 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 KLE Technological University premises forthwith unless required to stay back by the management. Such employee shall not enter KLE Technological University 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**

28.1 No employee shall

- a) Without prior permission in writing, by the management, be a member of or be otherwise associated with any political party or any organization which takes part in politics nor shall he take part in or subscribe in aid of or assist in any other manner any political movement or activity.
- b) Without prior written permission from the management contest, canvas or otherwise interfere or use his influence with or take part or contest in any election to any legislature or local authority, beyond exercising his franchise.

**Rule 29: DEMONSTRATION AND STRIKES**

No employee shall organize or participate in any demonstration in the premises of KLE Technological University and associated institutions, which is prejudicial to the interests of KLE Technological University 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**

No employee shall, except with the prior permission of KLE Technological University or in the bonafide discharge of his duties, participate in the 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 pseudonymously or in his own name, on a subject which may have a bearing on the affairs of KLE Technological University or detrimental to the image/interests of KLE Technological University.

**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 KLE Technological University 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.

**Rule 33: UNAUTHORISED PUBLICATION OF OFFICIAL DOCUMENTS**

No employee, while in service of KLE Technological University 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 KLE Technological University.

**Rule 34: INVENTION AND PATENTS**

No employee of KLE Technological University shall, without the prior consent of the Management, either during his service in KLE Technological University 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 KLE Technological University.

**Rule 35: SEARCH**

- 35.1 Employees are liable to be searched by persons authorized by the management at any time, and also while entering or leaving the premises of the KLE Technological University and its institutions. However, the women employees shall be searched by women only.
- 35.2 If necessary by law, Quarters, accommodation and such other facilities provided by the KLE Technological University 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.
- 35.3 KLE Technological University shall not be responsible in any way for any damages or loss caused to any personal property of any employee within the premises of KLE Technological University.
- 35.4 Employee shall deposit any lost and found/unclaimed articles in the premises of KLE Technological University with appropriate authority.

## **CHAPTER IV MISCONDUCT**

### **Rule 36: INTERPRETATION**

“Misconduct” shall mean an act of omission or commission, express or implied, custom or usage, 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 KLE Technological University and associated institutions, 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 KLE Technological University and associated institutions or any act or conduct unbecoming of an employee of KLE Technological University and associated institutions.

### **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 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 behaviour.
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 KLE Technological University and associated institutions.
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 of KLE Technological University and associated institutions premises.
10. Negligence or neglect of work.
11. Accepting service for any consideration inside or outside the School/Institute/College/ Establishment or under any person without the approval of the Management.
12. Drunkenness, fighting, riotous, disorderly or indecent behavior in of KLE Technological University and associated institutions premises and public places, affecting the reputation of KLE Technological University and associated institutions.

13. Giving false evidence or statement in any domestic enquiry held by of KLE Technological University and associated institutions or in a case conducted in a Court of Law in which of KLE Technological University and associated institutions is a party.
14. Travelling or carrying unauthorized passengers, materials in any of KLE Technological University and associated institutions vehicles without valid authority.
15. Collection or canvassing for collection of any money for any purpose within KLE Technological University and associated institutions premises without prior permission.
16. Smoking in the office or in any other place where smoking is specifically prohibited.
17. Sleeping while on duty.
18. Distribution or exhibiting inside of KLE Technological University and associated institutions hand-bills, pamphlets or posters without written prior permission of the management.
19. Attending or holding any unauthorised meeting within of KLE Technological University and associated institutions premises.
20. Unauthorised disclosure of information about the business or affairs of KLE Technological University and associated institutions.
21. Gambling or canvassing for sale of any commodities, chit funds, lottery tickets or coupons etc. within of KLE Technological University and associated institutions 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 KLE Technological University and associated institutions or willful suppression of facts at the time of employment or during the course of service in KLE Technological University and associated institutions.
24. Threatening, intimidation, coercion, assaulting, quarreling with any person in the premises of KLE Technological University and associated institutions.
25. Use of foul or abusive language or misbehavior with any officer, employee, student or visitors within of KLE Technological University and associated institutions premises.
26. Refusal to accept memorandum or charge sheet or any other communication issued by the superior or Disciplinary Authority.
27. Participation in any activity prejudicial to the interests of KLE Technological University and associated institutions.
28. Using of KLE Technological University and associated institutions facilities unauthorisedly for personal gains.



29. Not allowing of KLE Technological University and associated institutions employees/officers/ superiors either to enter or come out of the premises or causing ingress or egress of the material or equipments of KLE Technological University and associated institutions.
30. Forging the signature of another employee in the attendance register.
31. Tampering with any of the records of KLE Technological University and associated institutions.
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 KLE Technological University and associated institutions or outside.
34. Unauthorised occupation/illegal or immoral use of KLE Technological University and associated institutions premises.
35. Not wearing specified uniform while on duty (if any).
36. Refusal to work beyond the stipulated period of work or work on holidays when specifically instructed to do so by the management.
37. Possession of unlicensed weapons, dangerous or illicit drugs.
38. Sexual harassment of co-employees, students, and or any other persons who would be involved with KLE Technological University and associated institutions including such unwelcome sexually determined behaviour (whether directly or by implication) such as:
  - a) Physical contact and advances;
  - b) A demand or request for sexual favours;
  - c) Sexually coloured remarks;
  - d) Showing pornography;
  - e) Any other unwelcome physical, verbal or nonverbal conduct of sexual nature.

**Rule 38: PROCEDURE FOR ENQUIRIES & 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.
- 38.2 Any employee found to commit any act of misconduct/s shall be served with show cause notice, 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 on the charges and produce documents and witnesses in support of his defense and cross-examine the witnesses on whose evidence the charges are based. No legal practitioner shall be allowed to appear on behalf of the employee. The statements of the management and the employee and

the evidence lead by either side shall be recorded by the Enquiry Officer. If the employee concerned fails to attend the enquiry, it shall be proceeded ex-parte. The Enquiry Officer shall submit his findings to the management based on the evidence recorded and documents produced during the enquiry.

Findings of the Enquiry Report be served on the charge sheeted employee and if the disciplinary authority does not agree with the Enquiry Report, which is favorable to the employee then the Disciplinary authority shall issue a notice to the charge sheeted employee.

- 38.3 An employee against whom misconduct is alleged may be suspended from duty 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, 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.
- 38.5 An employee found guilty of misconduct after domestic enquiry may be punished by imposition of one or more minor or major penalties.
- 38.6 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.

### **Rule 39: PENALTIES**

Any of the following penalties may be imposed for good and sufficient reasons on an employee of KLE Technological University 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 KLE Technological University and associated institutions 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 a period upto 90 days.
  - b) Demotion to a lower grade or post or to a lower stage in the time scale of pay for a specified period at the discretion of the management.

- c) Reduction in rank.
- d) Discharge/removal/dismissal/compulsory retirement from service.

**Rule 40 : SUSPENSION PENDING ENQUIRY**

- 40.1 Any officer empowered with such powers may place under suspension, pending enquiry, an employee of KLE Technological University and associated institutions who is alleged to have committed any acts of misconduct.
- 40.2 An employee of KLE Technological University and associated institutions who is detained in police custody whether on a criminal charge 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 by it 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 charge of misconduct against him, shall be entitled to subsistence allowance at the rate of 50% of the pay which an employee was entitled to immediately preceding the date of such suspension.
- 40.4 \*If on enquiry the employee is found guilty of the charges and one or more penalties are imposed, 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 will not be recovered. The period of suspension shall not count for any purpose. However, the Management may in deserving cases pass such orders as it deems fit.

**CHAPTER V 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 to claim uniform or allowance in lieu of uniform.
- 41.3 The management can, at its discretion, discontinue giving uniforms and the employees thus deprived of, shall have no claim against the management regarding the same. The type of uniform to be prescribed shall be at the 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. Consequently no employee can claim accommodation as a matter of right. Accommodation may be provided to the employees at the decision of the management subject to availability of accommodation.

**Rule 43: SERVICE CERTIFICATE**

A service Certificate shall be valid only if it is issued and signed by the Appointing Authority or a person authorized to do so or head of the institution.

**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/Office within 7 days of the change and also his leave address whenever he proceeds on leave.

44.2 Orders, notices and/or other service communications issued under these Rules will be communicated to the employee either in person when he is personally available or by post to the last known address of the employee. In case of necessity the Management may also serve the Order/Notice by publication in a local 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: INTERPRETATION**

If any question/difference of opinion arises relating to the interpretation of these Rules, the decision of the Chairman of BOG is final.

**CHAPTER VI GRATUITY**

**Rule 47 : PAYMENT OF GRATUITY**

As per the provisions made thereon by the KLE Technological University/ KLE Society.

**CHAPTER VII PROVIDENT FUND**

**Rule 48: EMPLOYEES PROVIDENT FUND**

As per the provisions made there on, by the KLE Technological University/ KLE Society.

**HOLIDAYS AND LEAVE RULES APPLICABLE TO EMPLOYEES OF KLE TECHNOLOGICAL UNIVERSITY.**

**1. HOLIDAY WEEKLY HOLIDAYS**

1.1. Every employee shall be allowed one holiday per week, to be known as 'off day' without deduction of wages/salary.

**FESTIVAL HOLIDAY**

1.2 As per the State Government Notification.

1.3 Notwithstanding anything in sub clause 1.1 & 1.2 an employee may be required by the management to work on a holiday. However, he will be entitled to a substitute holiday which may be availed by him subsequently with prior approval.

**2. LEAVE**

The following general principles shall govern the grant of leave to the employees:

2.1 Leave cannot be claimed as a right.

- 2.2 Except in an emergency, leave must be applied for through proper channel in the prescribed form at least 7 days in advance.
- 2.3 Except where otherwise provided for, leave can be availed only after it has been sanctioned by a competent authority.
- 2.4 Depending upon exigencies of service, the competent authority, may:
  - a) refuse, postpone, revoke or reduce leave of any description,
  - b) recall any member of staff from leave before it is wholly availed,
  - c) permit an employee, if he so requests, to rejoin duty before expiry of the leave period
- 2.5 An employee shall not take up or accept any employment with or without remuneration during the period of leave.
- 2.6 Except in the case of Casual Leave, it is obligatory for every employee to furnish the leave sanctioning authority the Leave address with telephone number, if any, before proceeding on leave.
- 2.7 If an employee who is on leave, seeks extension thereof, he shall make an application in writing to the competent authority giving reasons. Such application shall be made sufficiently in advance so as to enable the office to process the application and communicate the decision to the Employee before expiry of the already sanctioned leave.
- 2.8 No leave or extension of leave shall be deemed to have been granted or extended unless it is sanctioned and communicated to the employee concerned.
- 2.9 Over-stay of the sanctioned leave shall be treated as leave without pay and will constitute break in service. However, before taking this action, the competent authority shall satisfy itself that sufficient reasons did not exist that prevented the employees from obtaining prior sanction.
- 2.10 Employees applying for leave on medical grounds should produce medical certificate from a doctor who is on the rolls of one of the associated hospitals of K.L.E.Society. Exceptions may be made where the competent authority is satisfied that the employee was not in a position to get examined/treated by a doctor of the associated hospitals of K.L.E.Society.
  - 2.11.1 The Medical Certificate issued by a private doctor may be subject to scrutiny by the designated doctor/panel of doctors named by the management.
  - 2.11.2 In such an event leave will be granted only if it is approved by the designated Doctors/panel.
  - 2.11.3 The designated Doctor/panel is empowered to make appropriate enquires and medical examination of the employees before giving its recommendations.
  - 2.11.4 The decision of the designated person/panel shall be final.
  - 2.11.5 An employee not submitting himself for medical examination shall be liable for disciplinary action.

2.11.6 An employee on leave on medical grounds shall produce a medical certificate of fitness while reporting for duty.

2.12. Employees are entitled to the following types of leave.

- Casual Leave.
- Earned Leave
- Vacation Leave
- Commuted Leave (Half Pay Leave – only for non-teaching staff)
- Maternity Leave- Study Leave
- Sabbatical Leave
- Overseas Assignment Leave

### **3. CASUAL LEAVE**

3.1 An employee is entitled to 15 days of casual leave during the calendar year. Employee appointed during the course of the year shall be entitled to casual leave on prorata basis.

3.2 Casual Leave cannot be combined with any other leave.

3.3 Casual Leave not applied for or availed by the employee during the calendar year will automatically lapse after the expiry of calendar year.

3.4 Entitlement of casual leave is for the express purpose of meeting unforeseen and emergent situations. Hence casual leave will not be granted for more than 6 days at a time.

### **4. EARNED LEAVE**

4.1 Non-teaching employee is entitled to 30 days and teaching employee is entitled to 10 days of earned leave for every completed year of service from the date of joining. Subsequent entitlement of earned leave will be in proportion to the length of service calculated on monthly basis.

4.2 An employee wishing to avail earned leave must apply for the same for a minimum period of 5 days at a time. Application should be made to the appropriate authority through proper channel at least 15 days in advance in the prescribed form.

4.3 Earned leave must be applied for the required period in to and not in piecemeal. Multiple applications or broken periods shall not be entertained.

### **5. ENCASHMENT OF EARNED LEAVE**

5.1 Encashment of earned leave is at the discretion of management.

5.2 Encashment of leave(if granted) for less than 30 days is not permitted.

5.3 Application for encashment of earned leave should be made to the management through the proper channel at least 30 days in advance.

5.4 Encashment of the earned leave is admissible @ rate of 1/30<sup>th</sup> of the total monthly emoluments for each day of the leave surrendered.

5.5 Earned leave shall stand reduced in the employees account and by the number of days that have been encashed.

5.6 An employee against whom any disciplinary proceedings are in progress or likely to be initiated, is not entitled to encashment of leave.

## **6. VACATION LEAVE**

6.1 Vacation leave is admissible to teaching staff only.

6.2 Heads of the institution are not eligible for Vacation leave.

6.3 Any period of the institutional recess which exceeds 15 days in duration shall be treated as vacation.

6.4 Vacation leave will be admissible only if a person has put in minimum of six months of physical service in the vacation department provided that he has put in a minimum of 12 months service as stipulated in Rule 4.1 above.

6.5 A member of the staff holding an appointment, in non-vacation department will not be deemed to be employed in a vacation department even though he may hold an additional appointment there.

6.6 When an employee is transferred from a vacation work to a non-vacation work, his period of service in the former will be considered to have terminated with effect from the close of the last vacation of the department.

6.7 When an employee is transferred from a non-vacation work to a vacation work his period of service in the latter will be held to have commenced from the date of joining.

6.8 A member of the staff serving vacation shall normally be expected to avail himself of the vacation leave or a part thereof unless he has been required by general or special order of an appropriate authority to forego his vacation or a part thereof.

6.9 Vacation leave cannot be availed in parts except when exigencies of service so demand.

6.10 If a member of the staff working in the vacation department avails vacation leave, he should be on duty on the last working day before vacation leave and the first working day on re-opening. Otherwise the total period of absence will be treated as earned leave or in case no earned leave is due, by enforcing loss of pay.

## **7. COMMUTED LEAVE (HALF PAY LEAVE)**

7.1 A non-teaching permanent employee is entitled to 20 days of half pay leave in respect of each completed year of service.

7.2 Half pay leave may be granted on medical grounds.

7.3 Half pay leave may be combined with earned leave provided that the employee has actually served for complete one year excluding all periods of absence if any.

7.4 Half the amount of half pay leave due to a permanent employee, may be commuted into full pay commuted leave under any special circumstances subject to the following conditions:

a) No commuted leave may be granted under this rule unless the authority competent to sanction leave has reason to believe that the employee will return to duty on its expiry.

b) When commuted leave is granted, twice the number of days of such leave shall be debited against the half pay leave due.

c) The maximum commuted leave that may be granted at a time shall be 120 full days.

- 7.5 If an employee on commuted leave resigns from service or is permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as half pay leave and the difference between the leave salary in respect of commuted leave and half pay leave shall be recovered from his dues/benefits. However, no such recovery may be made if the retirement is by reason of ill-health, rendering the employee unfit for further service, or in the event of his death.
- 7.6 During half pay leave, half the salary drawn prior to proceeding on such leave will be admissible.
- 7.7 Half pay leave has to be availed of during service and cannot be encashed.
- 7.8 An employee wishing to avail Half pay leave must apply for the same for a minimum period of 5 days at a time.

## **8. MATERNITY LEAVE**

- 8.1 Every married woman employee whether permanent or otherwise is entitled to maternity benefits provided she has worked for a period of not less than 80 days in twelve months immediately proceeding the day of her expected delivery.
- 8.2 Maternity benefit is granted up to two living children. Entitlement is based on number of living children and not on number of deliveries. A woman employee giving birth to twins in the first delivery, is not entitled for the maternity leave for second delivery. However, a woman employee with one living child from the first delivery is eligible for the maternity leave if she gives birth to twins in the second delivery.
- 8.3 The maximum period of entitlement for maternity leave shall be 90 days with full pay of which not more than 45 days shall proceed the date of expected delivery.
- 8.4 In case of a miscarriage or medical termination of pregnancy, a woman employee, on production or prescribed proof, shall be entitled to 45 days leave with pay immediately following the day of miscarriage or medical termination of pregnancy. This benefit can be availed only once in the entire service span of an employee. Maternity leave under 8.3 is not admissible in such cases.
- 8.5 A woman suffering from illness arising out of pregnancy or delivery or premature birth of child or miscarriage shall on production of medical certificate be entitled to additional one month leave with wages.
- 8.6 Leave of any other kind may be granted in continuation of maternity leave, if the request for its grant genuine and is supported by a medical certificate.

## **9. STUDY LEAVE**

All matters pertaining to the cases of study leave shall be placed before the BOG meeting on case to case basis for approval and shall have the sanction of the management.



## **10. SHORT TERM FELLOWSHIP**

Short Term Fellowship leave is to be used for visits to academic centers for research or teaching activities. This is completely at the discretion of BOG.

Leave is admissible subject to the following conditions.

- 10.1 The applicant has a minimum of three years of service.
- 10.2 Leave applied for does not exceed three months.
- 10.3 The applicant has the necessary leave accumulated in his account.

## **11. LONG TERM FELLOWSHIP LEAVE**

Long Term Fellowship leave is to be utilized for obtaining advanced training, in specialized areas, which may or may not lead to a degree. This is completely at the discretion of BOG.

Leave is admissible subject to following conditions:-

- 11.1 Applicant must have a minimum of five years' service in institutions
- 11.2 Normally Long Term Fellowship Leave upto two years will be allowed. However in special case, Long Term Fellowship leave may be granted upto four years in case he/she goes for higher studies to obtain any degree or diploma.
- 11.3 No pay or any other form of financial support will be available during Long Term Fellowship Leave.
- 11.4 A faculty member applying for Long Term Fellowship Leave will have to execute a 2 ½ (two & half) years service bond for every year of leave. The amount of bond will be equivalent to one-year emoluments.
- 11.5 The applicant shall also have to tender a bank guarantee for an amount of 3 months salary.
- 11.6 There must be a clear gap of five years between two spells of Long Term Fellowship Leave. Leave on loss of pay exceeding one month shall not be reckoned as service for this purpose.
- 11.7 The question of seniority in respect of employee proceeding on Long Term Fellowship Leave will be decided by the University keeping in view the nature of work and the teaching activities carried out by the faculty member during the fellowship period.

## **12. SABBATICAL LEAVE**

Sabbatical Leave is to be utilized for the purpose of engaging in academic or professional pursuit at an institution of outstanding academic merits. This is completely at the discretion of BOG and is subject to the following conditions:

- 12.1 Only confirmed faculty member of the level of Professor/Associate Professor are be eligible for the leave.
- 12.2 Sabbatical Leave of one year will be permissible for any ten years of service as faculty in university
- 12.4 Only Basic pay will be paid during the period of leave.
- 12.5 Leave period will count for seniority.

- 12.6 Faculty desirous of availing this leave will have to furnish service bond of two and half years for every year of leave. The amount of bond will be equivalent to one year emoluments.
- 12.7 The applicant will also have to furnish a bank guarantee for an amount equal to 3 months.
- 12.8 Note more than one professor per department at a time will be permitted to go on Sabbatical Leave.

**13. OVERSEAS ASSIGNMENT LEAVE**

Overseas Assignment Leave has to be utilized for the purpose of an employment outside the country. The leave may be granted subject to the following conditions:-

- 13.1 Leave will be granted to all the faculty members irrespective of their designation.
- 13.2 Leave for one year will be admissible for ten years of service in university.
- 13.3 No pay or allowance are admissible during this leave and leave period will not reckoned for seniority.
- 13.4 Faculty desirous of availing this leave will have to furnish service bond for two years for every year of leave. The amount of bond will be equivalent to one year emoluments.
- 13.5 The applicant will also have to furnish a bank guarantee for an amount of 3 months salary.

**14. LEAVE FOR EMPLOYEES ON FIXED TERM CONTRACT (FTC)**

- 14.1 An employee on Fixed Term Contract will be entitled to leave benefits as per the terms and conditions of his contract.

**15. MISCELLANEOUS**

- 15.1. No leave other than casual leave shall be granted to an employee once notice of resignation is given by him.
  
- 15.2. In case an employee is given notice of termination of his services by the management, the employee will be permitted to avail whatever leave he is entitled to subject to the condition that such leave shall be restricted to the period of notice less than one day that the employee will be on duty in the last day of the notice of termination.
  
- 15.3 Where a weekly holiday or an authorized holiday immediately follows the period of leave on loss of pay or unauthorized absence such weekly holiday or authorized holiday will be included in the period of the leave on loss of pay or unauthorized and he will not be entitled to pay and allowance.