

# **INDEX**

- 1) College Development Committee**
- 2) Service Rules**
- 3) Recruitment Policy**

# **College Development Committee**

## PARENT BODY

### LATE SHRI LAXMANJI MOTGHARE CHARITABLE TRUST, NAGPUR

- |                             |                |
|-----------------------------|----------------|
| • Dr. Arun L. Motghare      | President      |
| • Shri. Rajiv D. Menghare   | Vice President |
| • Sau. Sujata A. Motghare   | Secretary      |
| • Shri. Mahesh A. Motghare  | Treasurer      |
| • Shri. Jagdish R. Motghare | Member         |

## COLLEGE DEVELOPMENT COMMITTEE

### DR. ARUN MOTGHARE MAHAVIDYALAYA KONDHA-KOSRA

- |     |                           |                       |
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| 1.  | Sau. Sujata A. Motghare   | President             |
| 2.  | Shri. Rajiv D. Menghare   | Vice President        |
| 3.  | Dr. Arun L. Motghare      | Secretary / Principal |
| 4.  | Shri. Mahesh A. Motghare  | Member                |
| 5.  | Shri. Shantanu Mahakalkar | Member                |
| 6.  | Shri. Sachin Menghare     | Member                |
| 7.  | Shri. Avinash Bawankar    | Member                |
| 8.  | Shri. Roshan S. Ukare     | Member                |
| 9.  | Prof. Kamraj R. Ramteke   | Member                |
| 10. | Dr. Anil C. Bopche        | Member                |
| 11. | Prof. Arun B. Alewar      | Member                |
| 12. | Prof. Avinash G. Yette    | Member                |
| 13. | Prof. Rajesh I. Bansod    | Member                |
| 14. | Shri Naresh R. Motghare   | Member                |
| 15. | Ku. Kalpana A. Motghare   | Member                |



**Principal**  
**Dr. Arun Motghare Mahavidyalaya,**  
**Kondha-Kosra, Tah-Pauni, Dist-Bhandara.**

# **Recruitment Policy**



6.2.2

# **REGULATIONS RELATING TO SERVICE CONDITIONS OF NON-TEACHING STAFF APPROVED BY THE UNIVERSITY**

## **1. APPLICATION**

1.1 This shall apply to all employees of the University (other than teachers) and shall include Librarian, Deputy Librarian, Assistant Librarian, Director of Physical Education, Administrative posts like Registrars, Finance Officer, Controller of Examination, Deputy Registrars, Deputy Controller of Exam, Assistant Registrars, Assistant Controller of Finance, technical supporting staff, office staff and other posts of University as may be decided by the Executive Council.

1.2 The terms and conditions of service of the Staff appointed by the University shall be those as embodied in the Agreement of Service annexed hereto which every employee of the University appointed on regular basis shall be required to enter into.

## **2. DEFINITIONS**

Words and expressions used in these regulations shall have the meanings assigned to them in the Act and the statutes and ordinances, unless the context otherwise requires.

## **3. APPOINTMENT / RECRUITMENT**

Recruitment to posts shall be made by any one of the following modes:

By Direct recruitment

By Promotion

On Contract / as Consultant

### **3.1 By Direct Recruitment:**

Direct recruitment will imply issue of an open advertisement through Print or Electronic media, followed by Interviews conducted by the selection committees, approved by the Executive Council and/or Chancellor, on the basis of whose recommendations, all appointments will be made.

Appointments may also be made on the recommendation of a selection committee with the approval of Chancellor for a particular post by considering the candidature in absentia in any special case.

### **3.2 By Promotion:**

Appointment if so decided by executive council to be by promotion, shall be made from amongst the eligible employees serving in the posts in the specified lower feeder grade as per Recruitment Rules through the Selection Committee as specified in the regulations.

### **3.3 On Contract Basis:**

Appointments can also be made on Contract basis or as Consultants on terms and conditions approved by Executive Council.

**3.4** All appointments to all categories of Librarian, Deputy Librarian, Assistant Librarian, Director of Physical Education, Administrative posts like Registrars, Treasurer, Finance Officer, Controller of Examination, Deputy Registrars, Deputy Controller of Exam, Assistant Registrars, Assistant Controller of Finance shall be made by Executive Council through a Selection Committee process

**3.5** The selection Committee, unless changed by a resolution passed by executive council or by the written order of Chancellor, for selection of Registrars, Treasurer, Finance Officer, Controller of Examination, shall include:

- i) The Pro Chancellor
- ii) The Vice Chancellor
- iii) 2 members nominated by the Chancellor

**3.6** The selection Committee, unless changed by a resolution passed by executive council or by the written order of Chancellor, for selection of the Librarian, Deputy Librarian, Assistant Librarian, Director of Physical Education, Administrative posts like Deputy Registrars, Deputy Controller of Exam, Assistant Registrars, Assistant Controller of Finance shall include:

- a. The Pro Chancellor
- b. The Vice Chancellor
- c. Registrar
- d. 2 members nominated by the Chancellor

**3.7** The selection Committee, unless changed by a resolution passed by executive council or by the written order of Chancellor, for selection of the Clerical staff and class III employees shall include:

- a. The Vice Chancellor
- b. Registrar
- c. 3 members nominated by the Chancellor

**3.8** The selection Committee, unless changed by a resolution passed by executive council or by the written order of Chancellor, for selection of the class IV employees shall include:

- a. Registrar
- b. 2 members nominated by the Chancellor



3.9 The Selection Committee shall regulate its own procedure and in the case of any difference of opinion amongst the members of the Selection Committee on any matter, the matter shall be placed before the Chancellor whose decision shall be final.

3.10 The recommendations of the selection committee except class IV employees shall be placed before the Chancellor who may or may not approve the selection made. If the recommendation of the selection committee are approved by the Chancellor then the appointment letter in anticipation of approval of executive council shall be issued to the concerned person by the Vice Chancellor

3.11 The recommendations of the selection committee for class IV employees shall be placed before the Pro Chancellor who may or may not approve the selection made. If the recommendation of the selection committee are approved by the Chancellor then the appointment letter in anticipation of approval of executive council shall be issued to the concerned person by the Registrar

3.12 The appointment of every staff of the University shall be made by its executive council. However the appointment letter shall be issued as provided above.

3.13 Where any selection made by the Selection Committee is not acceptable to the Chancellor then the same shall stand rejected.

3.14 All Employees of the University shall be appointed on the basis of agreement and subject to the provisions of agreement and they shall have to comply with all the requirements of the provisions of Galgotias University Uttar Pradesh Act 2011 UP Act 14 of 2011 and Statutes and ordinances and rules and regulations framed there under.

3.15 The Registrars, Treasurer, Finance Officer, Controller of Examination, Deputy Controller of Exam, Assistant Controller of Finance shall be under the control and supervision and guidance of Vice Chancellor of the University with overall supervisory control of Chancellor and Pro Chancellor of the University

3.16 All other non teaching staff such as Librarian, Deputy Librarian, Assistant Librarian, Director of Physical Education, Assistant Registrars, clerical and other class III employees and class IV employees shall be under the control and supervision and guidance of Registrar of the University with overall supervisory control of Chancellor and Pro Chancellor and Vice Chancellor of the University

#### **4. MEDICAL AND OTHER CERTIFICATES ETC.**

4.1 Every employee, on his first appointment in the University through direct recruitment on regular basis shall be required to produce

i. a medical certificate of fitness from a Registered Medical Practitioner holding a degree not below that of MBBS.

ii. Original degree/ diploma, certificates along with certificate(s) of experience, if any with attested photocopies thereof. Original certificates will be returned after verification.

## **5. IDENTITY PROOF**

Every employee shall submit a proof of the identity at the time of joining the University.

## **6. DECLARATION OF AGE**

Every employee shall make a declaration of his age to the University at the time of his entry into service, based on his matriculation or equivalent certificate. After the declaration of age and acceptance of the same by the University, it shall be legally binding on him and no revision of age shall be allowed to be made, at a later date for any purpose whatsoever.

## **7. DECLARATION OF PERMANENT HOME ADDRESS**

Every employee shall make a declaration of his permanent address to the University at the time of entry into service along with documentary proof of the same. Any change in the permanent address in future will be intimated to the University.

## **8. WHOLE TIME OF AN EMPLOYEE**

8.1 Unless otherwise expressly provided for in the agreement, the whole time of a employee shall be at the disposal of the University and he/she shall serve the University in such capacity and in such a manner and at such places as he/she may, from time to time, be directed by the University. He /She shall not be entitled to work in any other place either whole time or part time.

8.2 An employee of the University may be called upon to perform any duty as may be assigned to him in the interest of and for the purposes of the University.

8.3 Non Teaching staff shall be engaged as a whole-time employee and will be available in the university from 9 am to 5 pm on all working days.

## **9. PAY ALLOWANCES**

The pay and other allowances payable to all the categories of employees shall be in such pay scales or at such stage of such pay scales as the Executive Council may adopt or decide from time to time, in accordance with the U.G.C. guidelines, if any applicable on private university, so far as possible.

## **10. RECORD OF SERVICE**

There shall be a personal file / personal history sheet for every employee in which shall be placed all papers, records and other documents relating to his service in the University. In addition, a Service Book shall also be maintained in respect of each employee.



## **11. ANNUAL INCREMENTS**

Employees may be eligible for an annual increment on completion of every year of service. The amount of increment shall be decided by the Chancellor based on the recommendations of his/her Dean/Branch Incharge /Vice Chancellor. It will be effective from 1<sup>st</sup> day of the month in which it falls due unless it is with-held. An increment may be with-held if his/her conduct has not been good or his/her work has not been satisfactory.

## **12. PROBATION AND CONFIRMATION**

12.1 Every person appointed against a regular post by direct recruitment, shall be on probation on such post for a period of twelve months provided that the appointing authority may extend the period of probation. On satisfactory completion of the period of probation, a person shall be eligible for confirmation on the post. The confirmation will, however not be automatic. The employee shall remain on probation unless confirmed in writing, even after the lapse of period of probation.

12.2 In case of employees appointed on probation, the engagement may be terminated by one month's notice or by payment of a sum equivalent to one month's salary by either party choosing to terminate the appointment, without assigning any reason.

12.3 During the period of probation, if an appointee is found unsuitable for holding that post or has not completed his period of probation satisfactorily, the appointing authority may, terminate his/her services in the University by waving off the notice period.

## **13. RETIREMENT**

The staff of the University shall retire on superannuation on attaining the age of 65 years. While an employee whose date of birth falls on any day other than the first day of the month, shall retire on the superannuation on the last day of that month, one whose date of birth is the first day of a month, shall retire on superannuation on the last date of the previous month.

## **14. RESIGNATION**

Subject to the acceptance of his / her resignation by the competent authority, a regular employee may, by giving notice of three months in writing to the appointing authority, resign from the service of the University.

Provided that the appointing authority may if deemed proper, relieve a regular employee on notice of less than three months.

## **15. TERMINATION**

The University may terminate the appointment by giving a notice of one month. However, the services may be terminated without notice or salary in lieu thereof in the following circumstances:

i) If any time in the opinion of the University, which will be final, in the matter, an employee is found to be guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from



duty without permission or any other conduct, considered by the University to be detrimental to the interests of the University and students, his/her services are liable to be terminated, without notice or salary in lieu thereof.

ii) If at any time, it is found that information given by the employee during his/her recruitment process is incorrect, misrepresented or concealed.

## **16. CAREER ADVANCEMENT SCHEME / ASSURED CAREER PROGRESSION SCHEME**

The Career Advancement Scheme as notified by U.G.C. or A.I.C.T.E. in respect of such category who are covered under the schemes as may be compulsory applicable to Private university.

## **17. SPECIAL PROVISION FOR EXISTING EMPLOYEES**

Every person holding a regular post in the University at the time of notification of this Regulation, shall, on such commencement be deemed to have been appointed under the provisions of this Regulations and will be required to sign the agreement as prescribed, in case he intends to continue. The terms & conditions of the appointment letter, already issued to an existing employee would be subject to the provisions of these Regulations. In case of any variation with the terms of appointment letter, the provisions of these Regulations would prevail.

## **18. SERVICE BOOKS**

18.1 The University shall maintain a service book for each employee in such form as may be prescribed, giving a history of his service from the date of his appointment including grant of increment, promotion, reward, punishment, availing of L.T.C. and all other important events of his career. The Service Book shall also contain a leave account of the employees showing a complete record of all kinds of leave (except casual leave) earned as well as availed by him and the balance of such leave at his credit.

18.2 The entries in the service book of an employee shall be authenticated by an officer authorized in this behalf by the Vice-Chancellor.

## **19. ANNUAL CONFIDENTIAL REPORT / PERFORMANCE APPRAISAL**

19.1 Such authorities of the University as may be prescribed by the University, shall report confidentially each year in the form prescribed by the university on the performance including work and conduct of the employees who have served under a particular officer for a period not less than three months in the calendar year immediately preceding.

19.2 All ACRs / Performance Appraisal reports shall be submitted in the prescribed form to Reviewing / Accepting authority as laid down in the guidelines.

## **20. LEAVE RULES**

The employees of the university shall be governed by the Leave rules, for non-teaching employees as laid down in the separate Regulations.

## **21. PROVIDENT FUND/PENSION/GRATUITY/OTHER RETIREMENT BENEFITS ETC.**

The employees of the University will be covered under the scheme as adopted by the University.

## **22. CODE OF CONDUCT**

The Employees of the university shall be adhere to absolute integrity at all times and adhere to the code of conduct prescribed from time to time.

## **23. RESIDUAL CONDITIONS OF SERVICE & REMOVAL OF DOUBTS**

Any matter relating to the conditions of service of employees for which no specific provision is made in this regulation shall be determined by The Executive Council. Where a doubt arises as to the interpretation or application of any of the provision of this statute, the matter will be referred to the chancellor for a decision, which shall be final.



**NAGPUR UNIVERSITY**

**ORDINANCE No. 122.**

**NAGPUR UNIVERSITY TEACHERS' SERVICE & CONDITIONS  
OF EMPLOYMENT ORDINANCE, 1972.\***  
(Under Section 20 (1) (xx) of the Act).

**CHAPTER I.**

**Preliminary.**

1. This Ordinance shall be called "Nagpur University Teachers' Service and Conditions of Employment Ordinance, 1972". It shall apply to all full-time teachers of the University.

2. This Ordinance shall come into force with effect from 1st January, 1973.

3. This Ordinance shall apply to all the teachers employed by the Nagpur University in its Departments and Institutions maintained by it.

**Exhibition of the Ordinance.**

4. A copy of the Ordinance shall be kept with the Head of the Department/Institution and shall be available to all the teachers on sale.

**Definitions.**

5. In this Ordinance unless there is anything repugnant to the subject or context —

(a) The "Act" means the Nagpur University Act, 1963 (Act No. XXII of 1964);

(b) The "Vice-Chancellor" means the Vice-Chancellor as appointed under Section 11 of the Act.

\* Made by the Executive Council on 19th/27th November, 1972, and 21st July, 1973.



- (c) The "Executive Council" means the Executive Council constituted under Section 19 of the Act.
- (d) The "Registrar" means the Registrar appointed under Section 13 of the Act.
- (e) "Competent Authority" means the Executive Council constituted under Section 19 of the Act.
- (f) "Contract of Service" means an agreement entered into in writing between the Competent Authority or the Officer to whom the power is delegated by Executive Council and the Teacher.
- (g) "Department" means any Department of the University constituted and so declared by the Vice-Chancellor or the Executive Council as the case may be.
- (h) "Institution" means any Institution or College run by the Nagpur University, either under Ordinance or directly by the University, or any Institution so declared by the Executive Council from time to time.
- (i) "Teacher" means a Professor/Assistant Professor/Reader/Lecturer/Associate Lecturer/Demonstrator/Tutor (excluding Part-time or Contributory Teachers appointed on contract for specific period) appointed by the University or Competent Authority.
- (j) "Head of the Department" means a teacher in a Department for the time being appointed and as defined in Clause 3 of Statute 55.
- (k) "Head of the Institution" means the Principal of the University College of Law, Director, L. I. T., Principal, University College of Education and will include any other person so declared by the Executive Council or the Vice-Chancellor for the Institution maintained or established by the University.

## CHAPTER II

### Classification

6. The Teachers shall be classified as follows :-

- (a) Permanent Teachers,
- (b) Probationary Teachers,
- (c) Temporary Teachers.



(i) "Permanent Teacher" means a teacher who is appointed by contract in writing duly signed and who is in the exclusive employment of the University and who will be on permanent basis and who has been confirmed by an order in writing.

(ii) "Probationary Teacher" means a teacher who is appointed in a clear vacancy, on probation upto two years and who is in exclusive employment of the University. The probationary period may be extended by the competent authority by a further period of one year. During the probationary period if the work is not satisfactory his services may be terminated with a notice of one month. The teacher shall be deemed to be confirmed and permanent teacher if no decision is taken by the Executive Council within a total period of three years.

If a Permanent Teacher is employed as a probationer in a new post, he may at any time during the probationary period, be reverted to his substantive post.

If the Probationary Teacher wants to leave the job he will have to give one month's notice to the competent authority for resigning the job or pay one month's salary in lieu of the same. Acceptance of the resignation will be, however, subject to the approval of the competent authority taking into consideration the needs of the University at that particular period.

(iii) "Temporary Teacher" means a teacher engaged by contract in writing for specific period or specific work or who has been engaged on temporary basis as such.

(iv) "Part-Time Teacher" means a teacher appointed by the competent authority in any Department or Institution maintained by the University and who will be governed by the conditions mentioned in the agreement of service of Part-time Teachers.

(v) "Contributory Teacher" means a person employed as a Contributory Teacher in the Department or Institution maintained by the University on specific terms of remuneration per lecture in any specialised field of study.

The Contributory Lecturers and Part-time Teachers shall be appointed by the competent authority. Section 45 of the Act shall not apply to these appointments.

7. Every teacher except part-time and contributory teacher shall be appointed as per contract given in *Appendix "A"* of this Ordinance and the parties shall be bound by the same. If for some reason or other the contract of service is not filled in, the service agreement given in the *Appendix "A"* shall be deemed to be the contract of service between the University and the teacher.



Appendix "B" shall govern the service conditions of part-time and contributory teachers.

8. Every teacher other than a part-time or contributory teacher, shall be recognised as a teacher of University by Committee to be appointed under Section 46 of the Act and the recognised teacher shall enjoy the privileges of the University as given in the Act, Statutes and other Regulations framed thereunder.

9. Every teacher as defined above shall be employed in the University by an order in writing.

10. In case of emergency, Vice-Chancellor shall have power to appoint teachers under Section 12(4) of the Act. Such appointments shall not be for more than one academic session during which the appointment is made.

#### Working Hours.

11. (a) Working hours of the teachers shall be as prescribed by the University or the competent authority from time to time. The teachers are expected to be in the Department or Institution during working hours, but they may leave the Department/College or Institution with the permission or knowledge of the Head of the Department or Institution.

(b) The Head of the Department or the Institution, shall be present in the Department or Institution during the working hours.

#### Holidays.

12. All the teachers shall be entitled to get weekly and other holidays as will be decided by the Academic Council or the Competent Authority.

### CHAPTER III.

#### Recruitment and Promotions.

13. Minimum qualifications for the various posts of teachers shall be prescribed by the Academic Council or the Competent Authority.

14. No candidate shall be employed as a teacher of the University if—

(a) he has been dismissed for misconduct from service in this University or Affiliated College or Institution or from that of any other Statutory Body.

OR

(b) he has been dismissed for misconduct from Government service;



OR

- (c) he has been convicted of an offence which in the opinion of the competent authority involves moral turpitude.

15. A candidate selected for appointment shall be not less than 21 years of age on the date of appointment.

The Executive Council may relax any of the conditions which may be prescribed, in any individual case by recording reasons in writing.

#### Procedure of Appointment.

16. All appointments of teachers made by the Executive Council shall be by a written order.

The service of the teacher shall commence from the date on which he reports for duty and shall be entitled to salary from that date if he reports to duty in the first half of the working day or from the next day if he reports to duty in the second half of the day.

#### Seniority.

17. (a) Every teacher shall rank for seniority in the grade according to the date of his commencement of service.

(b) When a post is filled in by open competition, seniority of the candidates selected at the same interview shall be in the order in which they are ranked by the Selection Committee, subject to the date of joining their duties being the same.

(c) When a holder of any post in a grade is reduced to a lower grade, he shall be placed at the top of the latter, unless the authority ordering such reduction directs that he shall rank in such lower grade next below any specified number thereof.

#### Promotions.

18. (a) All departmental candidates selected for higher posts, under Section 45 of the Act, shall be deemed to be promoted to the higher posts.

(b) A teacher promoted to higher post shall be treated as on probation for a period of one year to be extended to two years and shall be liable to be reverted during the period of his probation.

The Head of the Department or Institution shall be appointed as per seniority as given in Statute No. 55. The Principal of the College shall be appointed subject to the provisions of Section 45 of the Act.



## CHAPTER IV.

## Pay and Allowances.

19. There shall be schedules prepared every year showing the posts sanctioned, names of the teachers employed, their pay-scales and other emoluments and it shall be circulated to the members of the Executive Council and placed before the Executive Council annually for its information.

20. Persons selected shall ordinarily start on the minimum of time scale. Provided, however, it shall be competent for the appointing authority to fix the starting pay of any deserving candidate at a subsequent stage in the time-scale.

Every teacher appointed shall be entitled to pay-scale and allowances as per contract of service or as per regulation made by the Competent Authority from time to time.

21. Any teacher holding a temporary appointment for a full academic session shall be entitled to full pay for the ensuing summer vacation. If such person is in service of the University for less than full academic session, but more than three months he shall be entitled for the salary for ensuing vacation in the same proportion as the number of days of his service appears to the total number of days of the academic year.

## Increment.

22. An increment shall be drawn as a matter of course unless it is withheld. An increment may be withheld by the competent authority, if the conduct of the teacher has not been good or his work has not been satisfactory. In ordering the withholding of an increment, the withholding authority shall state the period for which it is withheld and whether the postponement shall have effect of postponing future increments.

23. Where an Efficiency Bar is prescribed in a time-scale, the increment next above the Bar shall not be given to an employee without the specific sanction of the Competent Authority.

24. Service as laid down in the following clauses and in such other manner, as the Executive Council may determine from time to time, counts for increments in a time-scale :-

- (a) All duty in a post on a time-scale counts for increment in that time-scale.
- (b) Leave, other than leave without pay shall count for increments in the time-scale of the post in which the employee has been confirmed.



- (c) Service rendered in a post carrying lower time-scale will not count for increment in the higher posts without specific sanction of the Executive Council in each case.
  - (d) Should a University Teacher while holding one post be appointed to officiate in a higher post, his officiating or temporary service in the higher post shall, if he is reappointed to the lower post, count for increments in the time-scale applicable to such lower post. The allowance shall be 20% of the presumptive pay.
  - (e) Service rendered in a time-scale post during the period of probation shall count as service towards increments.
  - (f) Service rendered in a temporary post shall count for increments provided the post is on a prescribed time-scale.
  - (g) Period spent on foreign service on deputation or study leave shall count for increments.
25. (i) A University teacher shall begin to draw his salary and allowances attached to the post with effect from the date he has taken charge of his duties and shall cease to draw them as soon as he relinquishes charge of the duties of the post.
- (ii) Pay and allowances should be drawn for the day of a man's death; the hour at which the death takes place has no effect on the claim.
  - (iii) If a teacher takes charge of the post in the second half of a day, he shall for the purposes of calculation of pay and allowances be regarded as having taken the charge of it on the subsequent day.

#### Service Books

26. (a) Service Book shall be opened for every teacher on the permanent establishment in the University. It shall be opened immediately on his being appointed in the service of the University.
- (b) In the Service Book, every step in a University Teacher's Official life, including temporary and officiating promotions of all kinds, increments and leave of absence taken should be regularly and concurrently recorded, each entry being duly verified with reference to departmental orders, pay bills and leave statements (Registers), and attested by such officer as may be empowered in writing by the appointing authority. The date of birth should be verified with reference to documentary evidence and a certificate recorded to that effect stating the nature of the document relied on. In the case of a University Employee the year of whose birth is known but not the month and date, the First July should be treated as the



date of birth. When both the years and the month of birth are known but not the exact date, the 16th of the month should be treated as the date of birth. In case of a teacher who is only able to state his approximate age and who appears to the Resident Medical Officer to be of that age, the date of birth should be assumed to be the corresponding date after deducting the number of years representing his age from the date of his examination by the Medical Officer.

When the date, month and year of birth of a University Teacher are not known and he is unable to state his approximate age, the age by appearance as stated in the Medical Certificate of fitness should be taken as correct, he being assumed to have completed that age on the date the certificate is given, and his date of birth recorded accordingly.

When once an entry of age of the date of birth has been made in the service book, no alteration of the entry shall afterwards be allowed, unless it is proved that the entry was due to want of care on the part of some person other than the individual in question or is an obvious clerical error. The appointing authority may correct errors in the Service Book, which are either obviously clerical errors or errors in which correctness of the original entry is questioned on other grounds.

27. The Service Books should be kept in the custody of the Registrar or any other Officer duly authorised by the Competent Authority.

28. Every teacher shall be entitled to see that his Service Book is properly maintained and all erasures in it are attested.

29. The Service Book should be taken up for verification in June of every year by such officer as may be empowered in writing in this behalf by the appointing authority who, after satisfying himself that the entries of the teacher concerned are correctly recorded in his Service Book, in conformity with the above instructions, should record therein a certificate over his signature to the effect that the entries have been verified up-to-date from pay bills, acquittance rolls and similar records.

30. The Service Book may be given to a University Teacher after he retires or resigns or is discharged from the service without fault, an entry being first made therein to this effect, or in the event of a University Teacher's service terminating by his death, to his relatives on application, should no application be made, within six months of the death of the University Teacher, the Service Book may be destroyed if it is no longer necessary for the purpose of the University.

When a University Teacher's Service is terminated by removal or dismissal, his service book shall be retained for a period of five years or until the University Teacher's decease whichever is earlier, after which it will be destroyed. Provided that, if any legal proceeding in connection



with the removal or dismissal is commenced against the University by the Teacher removed or dismissed from the service of the University, the Service Book shall be retained till the legal proceedings are finally disposed off by the last Court exercising appellate or revisional jurisdiction.

31. Every care shall be taken by issuing administrative orders by the Competent Authority Registrar to see that Service Books are not tampered with as kept in the office or during inspection by the University Teacher.

32. A personal file shall be opened for every teacher immediately on his appointment in University Service. In the personal file all orders and papers in connection with the official life of the employee shall be properly filed. In no case the personal file shall be open for inspection and perusal of the teacher or his representative.

33. (a) The Confidential Files and Character Rolls for the Teachers shall be maintained by the Vice-Chancellor.

(b) Annual Confidential Reports and other reports shall be in the Character Roll File which shall be in the custody of the Registrar.

#### Allowances.

34. Every teacher of the University shall be entitled to the allowances, such as Dearness Allowance, I. R. A., Compensatory Cost of Living Allowance and other allowances as sanctioned from time to time.

### CHAPTER V.

#### Leave.

35. (1) Every Teacher in the University shall be governed by leave Rules mentioned in Appendix 'C'.

(2) Leave is earned by duty only. Leave cannot be claimed as of right. When exigencies of University Service so required, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant the leave.

(3) No teacher shall remain absent without previous permission and order in writing from the competent authority and if he does so he may be liable for disciplinary action for misconduct. In case of emergency, however, it is essential that an employee should intimate in writing about his absence to the office on the same day.

(4) It shall be the duty of the teacher to give his permanent postal address before proceeding on leave and not giving such an address shall amount to misconduct. Any notice or letter despatched to postal address so given shall be deemed to be sufficient service of such notice or circular on the teacher.



(5) A leave account in the prescribed form shall be maintained by the Registrar in his office for each teacher in terms of all leave granted other than casual leave.

(6) The leave rules for vacation staff shall be as mentioned in Appendix 'C'.

However the period of six weeks shall be determined by the competent authority for each academic session and each institution.

## CHAPTER VI.

### Vacation.

36. The teachers shall be entitled to the vacation as decided by the Academic Council.

### Grant of Lien and Deputation.

37. (1) No teacher, who has put in less than two years' service shall be allowed to apply for outside posts. If he wants to apply for outside job he shall have to resign his post. Not more than two applications of a teacher shall be forwarded by the University in a calendar year.

(2) Those who have put in more than two years' service and are confirmed may apply in writing to the competent authority through the Head of the Department or Institution, stating reasons for asking for lien; no application shall be entertained and no teacher shall be allowed to leave the University Service unless there is a clear three months' notice. It shall be within the discretion of the Competent Authority to decide the period of lien and also conditions under which it will be granted. Lien will be granted generally in case of teachers who want to go for outside post, for furthering his educational prospects or acquiring higher knowledge. The Competent Authority shall record reasons in writing while granting lien in other cases.

(3) The University Teacher who has already been granted lien, will have to apply for extension of lien before the expiry of his first year's lien, through his employer with whom he is working.

(4) The lien should ordinarily not exceed two years. For good and exceptional reasons the Competent Authority shall have power to extend the lien.

(5) In every case of lien a bond shall be executed by the teacher in the prescribed form indicating the date of his return to resume his duties in the University and in case of breach of the same, he shall be liable for reimbursement to the University as per conditions in the agreement. This will also include the cases of teachers who have gone on study leave.



## CHAPTER VII

## Conduct, Discipline and Appeals.

38. In addition to his regular duties, the services of the teacher shall be availed by the University as and when required.

39. Every teacher of the University shall conform to and abide by the rules and shall observe, comply with and obey all orders and directions, which may from time to time be given to him by any person or persons under whose jurisdiction, superintendence or control he may, for the time being be placed.

40. (1) All teachers shall during the period of their service, engage themselves honestly and efficiently under the directions of the Competent Authority/Head of the Department/Institution and shall make themselves in all respects useful to the University and shall not on their own account or otherwise, either directly or indirectly, carry on or be concerned in any trade or business.

(2) Teachers are expected to spend the remaining time of their working hours, apart from their teaching periods, in useful work such as research and improvement of educational standard. The competent authority will provide the necessary facilities.

(3) In addition to the teaching work teachers may be required to participate in any work for co-curricular and corporate activities of the College/University including social and educational functions.

(4) No full-time teacher shall accept part-time gainful employment in another educational/cultural/literary/industrial/commercial establishment without obtaining written permission from the authorities of the University. He shall not be allowed to take private tuitions.

(5) The teacher shall maintain the academic secrecy in connection with the setting of papers, conduct of examinations, valuation of papers, etc. and also keep secrecy of the matters which in their own nature require to be kept secret in the educational institutions.

(6) The teacher shall maintain high educational standard and keep academic atmosphere in the University.

41. No teacher shall stand for elections to the State Legislature or Parliament or for Local Bodies without the prior permission of the University. In case of his election to the State Legislature or Parliament he shall make a choice, within fifteen days of the declaration of the election result, either to continue as a teacher or as a member of the elected body.



## CHAPTER VII.

## Suspension, Removal, Dismissal, Termination and Retirement.

## Termination.

42. The services of temporary teachers may be terminated by the Competent Authority at any time without showing any reason, after giving one calendar month's notice or by paying one month's salary (the pay and allowances if any) in lieu of notice. The notice should not, however, be given during vacation or so as to cover any part of the vacation.

43. The services of permanent teacher can be terminated on the following grounds :-

- (1) Wilful and persistent neglect of duty.
- (2) Misconduct.
- (3) Breach of any of the terms of contract.
- (4) Physical or mental unfitness.
- (5) Incompetence.
- (6) Abolition of the post.

Provided the plea of incompetence shall not hold good after five years of confirmation of a teacher.

## Suspension.

44. If the competent authority finds that the nature of the act under 1, 2, 3 or 4 of Paragraph 43 alleged is so serious as not to allow the employee to continue his work, an order suspending him may be passed and the person shall continue to remain under suspension till a decision of the departmental enquiry or till such period as the competent authority deems fit. During the period of suspension, the employee will be entitled to a subsistence allowance at an amount equal to half the basic pay on the day of suspension and allowances as admissible on that.

45. If any action is proposed to be taken against any teacher a departmental enquiry shall be held and the teacher shall be given opportunity to defend.

46. If as a result of enquiry the employee is not found guilty of misconduct, then the employee shall be reinstated and he shall be entitled to his normal full salary and allowances for the period of suspension, subject to adjustment of the subsistence allowance paid to him during the period of suspension. If, however, the employee is found guilty partially, but is retained in service, the period of suspension and his pay and allowances



may be decided by the competent authority in each and every case. In case a teacher is found not guilty and the authorities decide not to reinstate him, he will be entitled to one month's salary for every completed year of service, subject to a maximum amount of Rs. 10,000/-

47. The Enquiring Authority shall be appointed by the Competent Authority. The enquiry shall be completed within a period of six months from the date of suspension. It shall not be open to the teacher to claim to examine any one as a Witness except those who are in the employment of the University. He may however produce other witnesses at his own cost, at the time and place specified by the Enquiring Authority.

The Enquiring Authority shall have the power to disallow any witness if the evidence is not material to the enquiry.

48. In cases of withholding of increments or character roll warnings, the teacher shall be given intimation of the act of misconduct committed by him and he will be given an opportunity to give explanation before the punishment is inflicted. In such cases department inquiry as laid down in Paragraph 45 will not be necessary.

#### Punishment

49. Punishment to be given by the competent authority shall be as under:-

- (i) Censure.
- (ii) Withholding of increments or promotion, including stoppage at an efficiency bar.
- (iii) Reduction to a lower post or time-scale or to a lower stage in a time-scale.
- (iv) Recovery from pay of the whole or part of any pecuniary loss caused to the University by negligence or by breach of orders.
- (v) Suspension.
- (vi) Removal from service of the University, which does not disqualify from future employment.
- (vii) Dismissal from service of the University, which ordinarily disqualifies from future employment.
- (viii) Fine to be deducted from salary.



#### Appeal.

50. The teachers shall have a right to refer the decision of the competent authority arising out of the contract between him and the University, to the Tribunal of Arbitration (Section 53 of the University Act).

#### Retirement.

51. Any teacher, after confirmation, unless appointed on a contract for a period stated in the appointment order, shall continue in service upto the age of 60 years.

Provided, however, it shall be in the discretion of the Executive Council to retain or re-employ him in service after the date of his compulsory retirement as stated above by entering into a special contract with him, if it is necessary to do so in the interest of the University, provided he is medically fit. Such extensions shall be given for not more than two years at a time till the teacher attains the age of 65 years.

Those who attain the age of superannuation in the middle of the session shall get extension till the end of the academic session.

### CHAPTER IX

#### Miscellaneous.

52. All Rules, Regulations and Standing Orders, Statutes, Ordinances, Notifications and things done in connection with the service conditions of the teachers shall stand repealed and they shall hereafter be governed by this Ordinance.

53. This Ordinance shall not alter or change any service conditions to the disadvantage of the service conditions of the teachers who are already in service of the University. They may be called upon to give choice, whether they want to be governed by this Ordinance or by the old rules and regulations.



## APPENDIX A

**AGREEMENT OF SERVICE TO BE EXECUTED BY  
PROFESSORS/READERS/LECTURERS/ASSOCIATE  
LECTURERS APPOINTED BY THE UNIVERSITY.**

WHEREAS under the provisions of the Nagpur University Act, 1963 (Act No. XXII of 1964), it is necessary that the employment of teachers in the University shall be under a written contract; and

WHEREAS no formal contract or agreement in writing has been executed by the employees in service;

This Agreement hereby executed this ..... day of ..... between the Nagpur University constituted under the Maharashtra Act No. XXII of 1964 (hereinafter referred as "THE UNIVERSITY" OF THE ONE PART); and

..... (hereinafter referred to as "THE SECOND PARTY" OF THE SECOND PART);

AND WHEREAS the Executive Council of Nagpur University at meeting held on ..... has decided to appoint/appointed the Second Party as temporary/permanent Professor/Reader/Lecturer/Associate Lecturer in the Department of ..... in this University in the scale of pay of Rs. .... with D. A. according to the scale in force from time to time without any D. A. and other allowances permissible under the existing rules on an initial pay of Rs. .... per month on probation for a period of ..... years;

AND WHEREAS the Second Party has accepted the appointment and has agreed to serve the University on the terms and conditions hereinafter appearing;

OR

AND WHEREAS the Second Party has already been confirmed in the appointment in this University, the terms and conditions hereinafter appearing shall govern the conditions of service.

Now this Agreement witnesseth as follows :-

1. The Second Party is appointed as Professor/Reader/Lecturer/Associate Lecturer in the scale of pay of Rs. .... with D. A. for the time being admissible on a initial pay of Rs. .... per month without any D. A. and other allowances permissible under the existing Rules from the day he/she has taken charge with a probationary period of two years commencing from ..... after completion of the probationary period commencing from .....



2. The probationary period is liable to be extended by such further period as the Executive Council deems fit, but so that the total period of probation shall in no case exceed three years.

Provided always that the second party shall be confirmed in the appointment on expiration of the period of probation unless not later than one month before the expiration thereof the competent authority informs him/her in writing of its intention not to confirm him/her.

Provided further, that no increment due and payable to the second party shall be withheld or postponed except by a resolution of the Executive Council of the University and after the teacher has been given reasonable opportunity to show cause against withholding such increment by written representation.

3. During the period of probation of the second party the Executive Council may terminate the services of the second party by giving a notice of termination of not less than thirty days.

4. During the period of probation the second party may resign from the service by giving 30 days notice of salary in lieu thereof and the resignation may be accepted by the Vice-Chancellor from such date as the Vice-Chancellor may think proper.

5. On confirmation in the service the second party shall continue to serve the University till he/she attains the age of sixty years.

Provided that the Executive Council may extend the age of superannuation of the second party each time for a period of one year after the second party attains the age of sixty years but no such extension will be given after attainment of the age of sixty-five years.

Provided further, that if the second party reaches the age of superannuation in the midst of an academic session the second party shall be liable to continue in employment till the end of the academic year.

6. The second party shall be bound by all provisions of the Nagpur University Act, Statutes, Ordinances and all other lawful directions given by the competent authority and shall at all times observe and obey the rules prescribed by University Authorities regarding the duties to be performed by the second party.

7. The second party shall employ himself/herself efficiently and diligently to the best of his/her ability and shall devote his/her whole time to the duties of his/her service and shall not engage himself/herself or be interested directly or indirectly in any trade, business, occupation or employment, private consultancy or technical advice, any agitation or movement prejudicial to the interest of the University or any authorities of the University and will



2. The probationary period is liable to be extended by such further period as the Executive Council deems fit, but so that the total period of probation shall in no case exceed three years.

Provided always that the second party shall be confirmed in the appointment on expiration of the period of probation unless not later than one month before the expiration thereof the competent authority informs him/her in writing of its intention not to confirm him/hers.

Provided further that no increment due and payable to the second party shall be withheld or postponed except by a resolution of the Executive Council of the University and after the teacher has been given reasonable opportunity to show cause against withholding such increment by written representation.

3. During the period of probation of the second party the Executive Council may terminate the services of the second party by giving a notice of termination of not less than thirty days.

4. During the period of probation the second party may resign from the service by giving 30 days notice or salary in lieu thereof and the resignation may be accepted by the Vice-Chancellor from such date as the Vice-Chancellor may think proper.

5. On confirmation in the service the second party shall continue to serve the University till he/she attains the age of sixty years.

Provided that the Executive Council may extend the age of superannuation of the second party each time for a period of one year after the second party attains the age of sixty years but no such extension will be given after attainment of the age of sixty-five years.

Provided further that if the second party reaches the age of superannuation in the midst of an academic session the second party shall be liable to continue in employment till the end of the academic year.

6. The second party shall be bound by all provisions of the Nagpur University Act, Statutes, Ordinances and all other lawful directions given by the competent authority and shall at all times observe and obey the rules prescribed by University Authorities regarding the duties to be performed by the second party.

7. The second party shall employ himself/herself efficiently and diligently to the best of his/her ability and shall devote his/her whole time to the duties of his/her service and shall not engage himself/herself or be interested directly or indirectly in any trade, business, occupation or employment, private consultancy or technical advice, any agitation or movement prejudicial to the interest of the University or any authorities of the University and will



not absent himself/herself from duties without having first obtained written permission from the Vice-Chancellor or Head of the Department or other prescribed authorities, except in case of an emergency or accident or sudden illness certified by a competent medical authority or any Officer duly authorised in this behalf by the University.

8. The second party shall not contest any elections to any local bodies or to the Legislatures of any State or Parliament without prior permission of the Executive Council. If elected he shall resign from the post in the University within one month from the date of notification of his election. However, this clause will not apply if the second party contest a seat from the special constituency meant for the teaching profession.

9. The second party hereby agrees to give instruction to students in the Department of \_\_\_\_\_ and conduct research in the said Department, and perform such other duties as may be entrusted to him/her by any competent authority of the University.

10. During the period of first three years after appointment in service of the University, the second party shall not ordinarily apply for any outside post.

Provided that after completion of three years after appointment the second party may be allowed to apply for any outside post on condition that the second party shall not leave the service of University without giving a notice of not less than three months, ending with an Academic Session.

11. If the second party makes an application for any outside post after confirmation in violation of Para. 10 of this agreement, the second party shall be deemed to have acted in a manner contravening the terms of this agreement amounting to misconduct.

12. During the period of service with the University, disciplinary action may be taken against the second party on any of the following grounds:—

- (a) intentional breach of any of the terms of the agreement;
- (b) wilful and / or persistent neglect of duty;
- (c) physical or mental disability to discharge duties;
- (d) insubordination, indiscipline or improper behaviour;
- (e) proved incompetence;
- (f) misconduct derogatory to the interest of fair name of the university.

13. Disciplinary action may be taken against the second party after holding due enquiry and giving adequate and reasonable opportunity to the second party against whom action is proposed to be taken.



14. The service of the second party may be terminated for any act of indiscipline after due enquiry or the second party may be dismissed from service for proved misconduct.

Provided no action terminating the service of the second party for dismissal from service shall be taken except on framing charges and holding proper enquiry by a person or persons designate or designated by the Executive Council after affording adequate and reasonable opportunity to the second party to defend himself/herself.

15. The Executive Council on a reference to it by the Vice-Chancellor shall be competent to suspend the second party in suitable cases where disciplinary proceedings are contemplated against the second party during the period of enquiry.

Provided that the second party shall be entitled to such reasonable remuneration as may be allowed by the Executive Council during the period of suspension.

16. The services of the second party shall not be determined either by termination or dismissal or any other disciplinary action except by a resolution passed by the Executive Council at a meeting specially convened for the purpose. The resolution will state the reasons of termination or other disciplinary action proposed to be taken, before any action is taken under this agreement, the Executive Council shall give notice to the second party of the proposal to take action and shall grant not less than three weeks time to make such representation as the second party may desire to make. Every resolution terminating the service or taking any disciplinary action, shall be passed only after consideration of the representation, if any, from the second party.

17. It shall be sufficient service of any notice given by the second party, if it is addressed to the Registrar of the University and delivered at or sent by registered post to the address of the Registrar at Nagpur, and it shall be sufficient service of notice by the University or any of its authorities, if it is signed by the Registrar or other competent officer and is addressed to the second party and delivered at or sent by registered post to the address of the second party as intimated to the University or to the last known address of the second party.

18. The second party shall be entitled to such leave as may be admissible in accordance with the provision for the time being governing the conditions of service and to such pay during the period of leave to which the second party may be entitled.

19. The second party shall be entitled to the benefit of contributory Provident Fund or any retirement benefits applicable from time to time admissible in the University and the University shall have a right to deduct



from the salary of the second party the provident fund/gratuity fund and also such other dues which the University may be entitled to receive from the second party. The second party shall also be entitled to other benefits which will be provided from time to time.

20. On the termination of services of the second party the University shall have a right to deduct from the salary payable to the second party any amount that may be due from the second party to the University.

21. The Provident Fund shall not carry interest after expiry of six months from the date the second party ceases to be an employee of the University.

Provided that the Provident Fund amount shall be paid to the second party soon after the second party ceases to be employee of the University but in any case within a period of six months.

22. On termination of service of the second party for whatever cause the second party shall deliver up to the University all books, apparatus, records, furniture, money and other articles belonging to the University that may be in his/her possession and also deliver vacant possession of any quarters the second party may be occupying as an employee of the University or otherwise, and the second party shall be considered to have been relieved of duties only when the charge of the department or section is taken over and a report in writing made by a person designated in that behalf by the Executive Council is received by the Registrar and a copy thereof furnished to the said second party.

23. Nothing in this agreement shall affect the right of the second party to refer any difference or dispute arising out of this agreement to a Tribunal of Arbitration constituted under the provisions of Section 53 of the Nagpur University Act. The said Tribunal shall consist of one member appointed by the Executive Council, one member appointed by the second party and Umpire appointed by the Chancellor. The decision of the Tribunal shall be final and no suit shall lie in any Civil Court in respect of any matter decided by the Tribunal.

24. For removal of doubt, it is hereby agreed that these presents or agreements shall govern the conditions of service of the second party with the University notwithstanding any other agreement or understanding, if any, representation under which the second party may have entered into service of the University previous to the execution of this agreement.

25. This agreement shall commence from the date of execution of the agreement in case of employees appointed after and in case of other employees from the date of their initial appointment.



## NAGPUR UNIVERSITY

Provided that no action to the prejudice of the interest of the second party shall be taken for any act or omission prior to the date of execution of this agreement.

16. Portions which are not relevant between the parties shall ordinarily be scored out and initialled by both the parties. If any ambiguity arises due to want of scoring out and initialling the ambiguity shall be resolved by the Vice-Chancellor and his decision shall be final.

17. In addition to this agreement of service, parties agree that they shall be governed by Nagpur University Teachers' Service and Condition of Employment Ordinance, 1972, and amendments if any made from time to time.

Party No. 1

To

Party No. 2



## APPENDIX B

AGREEMENT OF SERVICE TO BE EXECUTED BY TEACHER  
(PART-TIME OR CONTRIBUTORY) APPOINTED BY  
THE UNIVERSITY.

WHEREAS under the provisions of the Ordinance called Nagpur University Teachers' Service and Conditions of Employment Ordinance, 1972, it has been provided that the employment of teachers, Part-time or Contributory in the University shall be under written contract; and

WHEREAS no formal contract or agreement in writing has been executed by the employees in service; and

WHEREAS it is necessary to have the agreement or contract to be executed by the employee in service.

This Agreement hereby executed this \_\_\_\_\_ day of \_\_\_\_\_ between the Nagpur University constituted under the Maharashtra Act No. XXII of 1964 (hereinafter referred to as "THE NAGPUR UNIVERSITY" OF THE ONE PART) and

(hereinafter referred to as "THE SECOND PARTY" OF THE SECOND PART).

AND WHEREAS the Executive Council of the University at its meeting held on \_\_\_\_\_ has decided to appoint/appointed the SECOND PARTY OF THE SECOND PART as part-time or contributory Lecturer in the Department of \_\_\_\_\_ in this University at a fixed pay of Rs. \_\_\_\_\_ per month or fixed remuneration of Rs. \_\_\_\_\_ per lecture according to the resolution of the Executive Council; and

WHEREAS the Second Party has accepted the appointment and has agreed to serve the University on the terms and conditions hereinafter appearing.

Now this Agreement witnesseth as follows —

1. That the Party No. 2 agrees that his employment shall be governed by the Nagpur University Teachers' Service and Conditions of Employment Ordinance, 1972, subject to following conditions —

(i) That his services shall be purely temporary and liable to be terminated with one month's notice.

(ii) That he will be governed by leave and other rules framed by the Executive Council from time to time.



(iii) That the contributory teacher shall only be entitled to the remuneration fixed per lecture. That his services shall be liable to be terminated with a week's notice.

(iv) That the second party shall also be entitled to other benefits if any decided by the Executive Council.

(v) That the services of the Part-time teachers shall be liable to be terminated with one month's notice or one month's salary in lieu of notice. He shall be entitled to leave and other facilities as decided by the Executive Council in respect of his employment.

(vi) Teachers appointed on a contributory basis shall be liable to be terminated with 8 days remuneration in lieu thereof.

(vii) Party No. 2 shall be liable for disciplinary action and will work under the overall control of the Head of the Department or under whom he works and also of the Vice-Chancellor and Executive Council.

This Agreement shall come into force from the date of execution of the agreement in case of teachers appointed after and in case of others from the date of their initial appointment.

Party No. 1.

Party No. 2.



## APPENDIX C

## LEAVE RULES FOR UNIVERSITY TEACHERS.

## Casual Leave.

- (i) Every full time/part time teacher shall be entitled for 15 days casual leave in a calendar year.
- (ii) Casual leave may be taken in one or more instalments subject to a maximum of 7 days at a time as the teacher may desire.
- (iii) Casual leave cannot be combined with any other kind of leave.
- (iv) Casual leave may be prefixed or suffixed with Sunday or University holidays, but the total period of absence including the holidays does not exceed 15 days.
- (v) If a teacher is absent suffixing and prefixing a Sunday or University Holidays, the intermittent holidays shall be accounted for purposes of calculating the casual leave.
- (vi) A teacher shall be allowed to avail casual leave in such proportion of 15 days commensurate with the period of duty rendered by him during the calendar year.
- (vii) Any casual leave not availed by a teacher during the year shall lapse at the close of the calendar year.
- (viii) All applications for casual leave of teachers shall be sanctioned by the Heads of the Departments concerned.
- (ix) Casual leave of the Heads of the Departments including permission to leave headquarters shall be granted by the Vice-Chancellor.
- (x) Casual leave account of teachers except the Heads of the Departments shall be maintained by the respective Heads of the Departments concerned.

## Duty Leave.

- (i) University Teachers shall be entitled to duty leave for Conduct of University Examinations of other Universities, Boards and Public Examining Bodies, for attending meetings convened by Government, Universities and other Public Bodies, Seminars and such other duties approved by the Vice-Chancellor not exceeding 15 days in a calendar year. Wherever it will be remunerative work, absence will be treated as casual leave.
- (ii) The rules regarding the grant of casual leave shall *mutatis mutandis* apply in the case of such Duty Leaves.



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(iii) Whenever University Teachers are deputed by the University for such University work as may be assigned by the competent authority or are appointed delegates to represent the University at All India Conferences, their absence shall be treated as on duty.

#### Compensatory Leave.

(i) University Teachers shall be treated as Vacation Officers and shall be entitled for full Diwali Vacation and six weeks Summer Vacation. The Vacation of six weeks may be availed of either in one instalment or two instalments as per convenience of the Principal or Head of the Department and the University.

(ii) For attending duty during the remaining period of the vacation (excluding 6 weeks vacation enjoyed), the teacher shall be entitled for compensatory leave for one third of the period spent on duty during the vacation and not exceeding 15 days, on full pay and allowances. The Head of the Department shall communicate the period spent on duty by each member of the teaching staff under his control to the Registrar by 30th June every year for crediting the necessary leave in their account. The rules regarding casual/duty leave shall apply during the period of attendance in summer vacation.

(iii) If a Head of the University/Institution is debarred from availing of both Summer and Diwali Vacations during an academic session, he shall be entitled for compensatory leave of full pay at 1/3rd of the duration of the vacation, not availed, subject to a maximum of 30 days.

(iv) Compensatory leave earned under the above clauses shall not be accumulated for more than 120 days.

#### Half Pay Leave.

(i) University Teacher in permanent employ, shall be entitled to leave on private affairs and on medical grounds at the rate of 20 days of each completed year of service.

(ii) Subject to the exigencies of service, a University teacher may be granted leave on half pay upto the limit of such leave due to him either on private affairs or on medical grounds provided that leave granted on medical grounds shall be subject to the production of a medical certificate from a registered Medical Practitioner or the Medical Board of the University and for a period not exceeding that recommended by such medical authority. Teachers availing leave on medical grounds must produce fitness certificate from that medical authority on resumption of duty. Such leave shall not be granted as leave preparatory to retirement.



**Commuted Leave.**

(i) A University teacher may at his option have the half pay leave due converted into half the amount of full pay leave. Such converted leave shall be commuted as commuted leave and shall be granted only on production of a medical certificate from a registered Medical Practitioner or University Medical Board subject to a limit of 240 days during the entire service.

(ii) Commuted leave shall not be granted for more than 120 days at a time, but it can be combined with compensatory leave or vacation (Summer/Diwali) provided the total period of absence shall not exceed 240 days.

**Maternity Leave.**

(i) A lady teacher in the permanent service of the University shall be eligible for Maternity Leave on full pay for a period not exceeding 90 days from the date of its commencement or to the end of 45 days from the date of confinement, whichever is earlier, provided that such leave shall not be granted at an interval of less than 3 years and not more than thrice during the entire service, including miscarriage.

(ii) Such leave shall not be granted to a temporary or a temporary teacher who has not put in at least one year of continuous service.

(iii) Maternity leave may be prefixed or suffixed to 6 weeks Summer, Diwali vacation, compensatory leave and half pay leave on production of medical certificate from a registered Medical Practitioner or University Medical Board. Maternity leave shall not be debitable to the leave account.

**Extra-Ordinary Leave.**

Extra-ordinary leave may be granted to a University Teacher in special circumstances (a) when no other leave is admissible under the rules and (b) when other leave is admissible, but the teacher concerned applies in writing for grant of such leave.

**Rules for Study Leave to University Teachers.****1. General**

Study leave may be granted to a member of the teaching staff of the University to enable him to prosecute higher studies or research or specialised training in his subject either in India or Abroad.

**2. Eligibility**

Study leave on half pay shall be admissible to all full time teachers on the permanent establishment of the University who have put in not less than three years of continuous service on the date on which such leave is granted.



*Nature of Leave*

(a) Study leave shall be on half pay without any allowance and it shall not be debitable to the leave account.

(b) The period of study leave shall be counted as on duty for —

- (i) promotion
- (ii) annual increments

and (iii) may be prefixed and/or suffixed to six weeks Summer Vacation/Diwali Vacation or any other type of leave admissible under the rules except Casual Leave/Duty Leave.

Such leave however shall not count for the purpose of earning any kind of leave.

*Duration of Study Leave*

Study leave on half pay without any allowance shall not ordinarily be granted for a period exceeding 24 months at a time. The Executive Council may at its discretion grant study leave without pay in continuation to 24 months study leave on half pay (without any allowances) not exceeding 36 months.

*Allowance*

The Executive Council in suitable cases may sanction such allowances in addition to the leave on half pay admissible under the rules if the teacher concerned is in receipt of a Stipend/Scholarship/Fellowship or any financial help from any agency which is less than his total emoluments drawn before proceeding on study leave.

*Execution of Bond*

Teachers availing study leave shall have to execute an agreement bond to serve the University for a minimum period of three years on return if the period of study leave does not exceed 24 months and for five years if the period does not exceed 36 months. In the event of non-return from study leave either in India or Abroad, the teacher shall be liable to refund the entire amount of salary drawn during the period of study leave together with interest thereon.