



## **REGULATIONS MADE UNDER SECTIONS 13 OF**

### **WEST BENGAL ACT IX OF 1999 BY THE EXECUTIVE COUNCIL FOR ADMINISTRATION OF THE AFFAIRS OF THE UNIVERSITY**

## **PART III**

### **Regulations relating to Services under the University**

#### **CHAPTER – I**

##### **Title and Definition**

**1. Title :**

These Regulations framed under Section 13 of the act shall be called “The W.B. National University of Juridical Sciences Employees Service Regulations” and will be applicable to all whole-time employees of the University. Unless otherwise distinctly provided under the terms of contract, agreement or letters of appointment.

**2. Definitions :**

In these Regulations unless the context requires otherwise, the following words and phrases have meanings hereby assigned to them :-

- (1) “Act” means the NUJS Act 1999. West Bengal Act IX of 1999.
- (2) “Academic Council” means the Academic Council of NUJS.
- (3) “Absentee” means an employee absent from appointment on which he has lien either on leave or on deputation to another appointment whether permanent or temporary or on special duty, unconnected with his own appointment or on joining time during transfer to another appointment or under suspension and an employee on suspension is an absentee if the suspension is confirmed.
- (4) “Average pay” means the average monthly pay earned during the 12 completed months immediately preceding the month in which the event occurs which necessitates the calculation of the average pay.
- (5) “Completed years of service’ or ‘one year’s continuous service’ means continuous service of specified duration under the University and included the period spent on duty as well as absence on leave including extraordinary leave on Medical Certificate.
- (6) “Competent Authority” in relation to exercise of any power, means the Executive Council or any authority to which the power is delegated by or under these Regulations.
- (7) “Date of Retirement” or ‘Date of his retirement’ means the afternoon of the last day of the month in which the University employee attains the age prescribed for retirement under the terms and conditions governing his services.





- (8) "Day" means a calendar day, beginning and ending at midnight, but an absence from headquarters which does not exceed 24 hours shall be reckoned for all purposes as one day, at whatever hours the absence begins or end.
- (9) "Duty" includes (i) services as a probationer provided such service is followed by confirmation : and (ii) joining time.
- (10) "Vice-Chancellor" means the V.C. of the National University of Juridical Sciences.
- (11) "Executive Council" means the Executive Council of the University.
- (12) "Family" means employee's wife or husband, as the case may be, residing employee and legitimate children and step children residing with and wholly dependent upon the employee. It includes, in addition, parents, sisters and minor brother, if residing with and wholly dependent upon the employee.

**Note :** Not more than one wife's is included in the term 'family' for the purpose of these Regulations.

- (13) "Holiday" means: Holiday as declared by the competent authority of the University.
- (14) "Joining time" means the time allowed to an employee in which to join a new Post or to travel to or from a station to which he is posted.
- (15) "Leave Salary" means the monthly amount paid by the University to an employee on leave.
- (16) "Lien" means the title of University employee to hold substantively, either immediately or on the termination of a period of periods of absence, a permanent post, including a tenure post to which he has been appointed substantively.
- (17) "Pay" means the amount drawn monthly by a University employees as –
  - (i) The pay, other than special pay or pay granted in view of his personal qualifications which has been sanctioned for a post held by him substantively or in an officiating capacity, or to which he is entitled by reason of his position in a cadre, and
  - (ii) Overseas pay, special pay and personal pay, and
  - (iii) any other emoluments which may be specially classed as pay by the Executive Council.
- (18) "Personal Pay" means additional pay granted to an employee;
  - (a) To save him from a loss of substantive pay in respect of a permanent post other than a tenure post due to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure, or
  - (b) In exceptional circumstances, on other personal considerations.
  - (c) The personal pay will be absorbed in subsequent increase of pay.
- (19) "Permanent post" means a post carrying a definite rate of pay sanctioned without limit of time.
- (20) "Special Pay" means an addition, of the nature of pay, to the emoluments of a post or of an employee, granted in consideration of –
  - (a) The specially arduous nature of the duties ; or
  - (b) A specific addition to the work or responsibility, and includes non-practising allowance sanctioned to a practicing professional.
- (21) "School" means a Department or a specialized centre established under the University.





- (22) "Tenure Post" means a permanent post which an individual may not hold for more than a limited period without re-appointment or extension.
- (23) "Time-Scale of Pay" means scale of pay which rises by periodical increments from a minimum to a maximum.
- (24) "Temporary Post" means a post carrying a definite rate of pay sanctioned or a limited period.
- (25) "University employee in permanent employ" means an employee who holds substantively a permanent post or who holds a lien on a permanent post or who would have held a lien on permanent post had the lien not been suspended.
- (26) "Chancellor" means the Chancellor of the University.
- (27) "University" means the W.B/ National University of Juridical Sciences, Kolkata.
- (28) "Year":
  - (i) Academic Year : A 12 month period during this a cycle of academic work is to be completed:
  - (ii) Financial Year : A 12 month period commencing from first of April to 31<sup>st</sup> March of the following year.
- (29) "Employee" means a person employed in connection with the work of the University on temporary, ad hoc, or permanent basis or academic or non-academic purposes. Provided that persons who are appointed on ad-hoc basis for implementing approved research projected shall not be deemed to be employees of the University.

## CHAPTER – II

### APPOINTMENTS

#### 3. Number of Posts :

Subject to Section 12 of the Act, the number of posts under each category of employees of the University shall be such as may be determined by the Executive Council from time to time on the recommendations of the Vice-chancellor in respect of all non-teaching posts and on the recommendations of the Academic Council in respect of teaching and research posts.

#### 4. Grade of pay :

The grade of pay of the Vice-Chancellor shall be such as may be determined by the Executive Council while the grades of pay of all other employees other than the teachers shall be determined by the Executive Council on the recommendations of the Vice-chancellor. While doing so, pay scales recommended by the Central Government along with corresponding Central Government allowances shall be adopted. In respect of teachers, the grades of pay shall be determined by the Executive Council on the recommendations of the academic Council in conformity with the UGC pay scales given from time to time, provided that nothing in these Regulations shall affect the inherent rights of the Executive Council at any time to revise the sanctioned grade of pay of any post. Such revision shall, however, not adversely affect the interest of any employee of the University already holding such a post.

#### 5. Qualifications for Posts :





- a. The qualifications for the post of Vice-Chancellor shall be determined by the Executive Council based on the recommendations of a high-level expert committee of three persons constituted by the Executive Council.
- b. The qualifications for the posts of other officers, administrative and ministerial staff shall be determined by the Executive Council based on the recommendations of the Vice-chancellor.
- c. The qualifications for the posts of teachers shall be determined by the Executive Council based on the recommendations of the Academic Council in keeping with the UGC norms prescribed from time to time in this regard.

#### 6. Tenure of Appointments :

Appointments against posts created be made-

- a. Either for a specific period of contract basis, which shall be on such terms as may be agreed upon by the Executive Council and the person concerned and the same may, at the discretion of the Executive Council, be renewed any number of times, each such renewal being for a period ranging between two to five years.

Provided that no appointment on a permanent basis till the age of superannuation against a substantive post shall be made unless the person concerned has served the University at least for period of five years on contract.

- b. On a permanent basis till the age of superannuation against a substantive post. Provided further that at the expiry of two consecutive renewal of five year terms of contract an appointment shall be deemed permanent.

#### 7. Age of Appointment :

The age of a person at the time of appointment to the service of the University shall ordinarily be not less than 18 years and not more than 40 years in respect of administrative and ministerial staff and 60 years in respect of officers and teachers provided that the Executive Council shall have the discretion to relax or waive these limits whenever it considers necessary in the interest of the University.

#### 8(1) Mode of Appointment :

##### A. OFFICERS :

##### I. Vice-chancellor

- (a) Subject to the proviso to clause 18(1) of the Schedule to the Act, the Vice-chancellor of the University shall be appointed by the executive Council in consultation with the Chancellor based on the recommendations of a high level committee consisting of two persons of eminence nominated by the Executive Council and one distinguished educationist nominated by the Chancellor. The person nominated by the Chancellor shall be the Chairman of the Committee.
- (b) The Committee, after considering scholars and academics of great distinction in the field of legal education who could eminently fit into the post, shall submit a panel of not more than three persons out of whom the Chancellor shall choose one in consultation with the Executive Council.





Provided that at the time of considering the panel of names submitted by the Committee, the Executive Council shall be presided over by a member of the Executive Council chosen by the members present at the meeting.

- (c) Subject to clause 18(3) of the Schedule to the Act., the salary and other terms of appointment shall be as determined by the Executive Council in consultation with the Chancellor.

## II. Registrar

- (a) The Executive Council shall approve panel(s) of experts for various appointments from which the Vice-chancellor shall nominate two persons on the Selection Committee.

The Registrar shall be appointed by the Executive Council based on the recommendations of a Selection Committee consisting of the Vice-chancellor as Chairman and two experts from outside the University nominated by the Vice-chancellor from among a panel of names approved by the Executive Council as members.

- (b) The Selection Committee, after considering the applications of all eligible candidates received in response to the advertisement for the post, shall submit a panel of not more than three persons suitable for the post from one of whom the Executive Council shall appoint one as the Registrar either on a permanent basis or for a specified term of not less than 5 years at a time.

Provided that the Executive Council shall reserve the right to appoint a person of proven administrative and academic experience as Registrar on a contract basis for a specific period/s on such terms as maybe mutually agreed upon, or on deputation from other Universities or Institutes without going through the advertisement and selection process as stipulated above.

Provided further that the Executive Council on recommendation of the Vice-chancellor may appoint for specified period not exceeding three years, a Professor/Additional Professor of the University as the Registrar of the University.

- (c) The post of Registrar shall carry the same pay scale as in the case of a Professor in the University.

## III. Head of Departments/Schools

The number, qualifications, salary and other service conditions, mode of appointment, powers, and functions of Heads of Schools/Departments, shall be determined by the Executive Council on the recommendations of the Academic Council in the form of Regulations.

## IV. Librarian :

- (a) The Librarian shall be a whole time officer of the University in the scale of a Professor.
- (b) The Librarian shall be appointed by the Executive Council based on the recommendations of a Selection Committee consisting of the Vice-chancellor as Chairman, with two experts from outside the University nominated by the Vice-Chancellor from out of a panel approved by the Executive Council.





- (c) The Selection Committee, after considering the applications of all eligible candidates received in response to the advertisement for the post, shall submit a panel of not more than three persons suitable for the post from one of whom shall be appointed by the Executive Council.

Provided that the Executive Council shall reserve the right to appoint a person of proven ability and experience in the field on a contract basis for a specific period on such terms as may be mutually agreed upon or on deputation from other Universities or Institutes without going through the selection process as stipulated above.

**B. TEACHERS:**

The procedure for the appointment of Teachers shall be in accordance with the second proviso to Clause 9 and Clause 17 of the Schedule to the Act.

**C. ADMINISTRATIVE AND MINISTERIAL POSTS:**

The administrative and Ministerial posts shall be advertised and/or receive nominations from Employment Exchange or other sources and filled up by the Executive Council based on the recommendations of a Selection Committee constituted by the Vice-chancellor, consisting of the Vice-chancellor as Chairman, with the Registrar and not more than two experts of whom at least one should be from outside the University as members.

Provided that for posts of ministerial nature carrying a basic pay of not more than Rs. 3000/- p.m. the Vice-chancellor is authorized to make the appointments based on the recommendations of a Selection Committee consisting of Registrar as the Chairman and two experts nominated by the vice-chancellor as members.

Provided further it is open to the Executive Council to appoint persons of proven ability and experience to certain administrative posts of technical nature on contract basis on such terms and conditions as may be mutually agreed upon or by deputation without going through the selection process stated above, but based on the recommendations of the Vice-chancellor.

**8(2) Proof of Date of Birth**

Every person newly appointed in the University shall, if he has had the SSLC or Matriculation Certificate, produce the original of such certificate. In case of those who have not obtained such a certificate, copy of the extra from the Registrar of Births or a certificate from the /Head of the Institution where he studied or a declaration made before a magistrate be produced.

On the acceptance of the date of birth it shall be entered in the service records of the person concerned to be authenticated both by the employer and person concerned and shall not be altered under any circumstance.

**8(3) Agreement of Service:**

Every employee of the University, other than the vice-chancellor and those who are appointed on specific terms and conditions appointed to any substantive post the minimum pay scale attached to which is not less than Rs. 1000/- p.m. or to such other posts as may be determined by the Executive Council from time to time shall sign an agreement of service in the prescribed form (Annexure I) accepting in writing the terms and conditions of appointment before joining duty.



**8(4) Commencement of Service:**

All appointments shall take effect from the dates on which the appointee reports himself for duty at the University or the place prescribed in his order.

**8(5) Probation:**

- (a) Every person appointed in the University against substantive posts, other than the Vice-chancellor and those appointed by invitation unless otherwise, provided for in the appointment order of the person concerned, shall be on probation for a period of not less than one year. In computing the period of probation extraordinary leave, if any, granted to an employee on probation shall be omitted.
- (b) There will be no automatic confirmation. It can only be done by specific order.
- (c) Well before the termination of the period of probation, the Registrar shall call for the report of work and conduct from the immediate superior of the employee. If, at the end of the period of probation the work and conduct of the employee continues to be unsatisfactory, a report to the Vice-chancellor shall be made by the immediate superior of the employee as certifying officer as to whether the services of the employee should be terminated or the period of probation extended.
- (d) Any extension of the period of probation shall not be longer than one year and there shall be only one such extension except as provided under clause (f) below:  
The following shall be the officers empowered to certify satisfactory completion of the period
  - (i) Heads of Departments or Schools in respect of all teachers and service personnel. If any, working in their respective Schools or departments;
  - (ii) Librarian in respect of all employees working in the Library;
  - (iii) Registrar in respect of all other administrative and ministerial staff working in the rest of the office;
  - (iv) The Vice Chancellor in respect of all officers.
- (e) As soon as possible after completion of the prescribed period of probation, orders of declaration of probation shall be issued by the Registrar based on the report of the certifying officer and approved by the Vice-chancellor. The certifying officers shall base their decisions on the evaluation reports and such other additional evidence as may be available to them.
- (f) If the work of an employee is found to be unsatisfactory even after the extended period of probation, the Executive Council shall have the right to terminate the services of the employee on the recommendation of the Vice-chancellor and discharge him from the service of the University provided, however, that in the event of the Executive Council desiring to give one more chance to the employee recommended by the Vice-chancellor for termination of his probation, the Executive Council for reasons recorded, cause the issue of a final warning with a special extension of probation for a period not exceeding six months. If after this extension, his performance is still not satisfactory as reported by the certifying officer, the Vice- chancellor shall terminate his services automatically. No appeal shall lie against the order of discharge of a probationer.
- (g) Any delay in the issue of an order either extending the period of probation or discharging a probationer shall not entitle an a employee to claim that he has satisfactorily completed such probation.





- (h) All employees shall be eligible for the grant of first increment in the time scale in which they are appointed only from the date of confirmation or declaration of probation.
- (i) Notwithstanding anything contained in the foregoing, if a probationer's work or conduct is found to be grossly unsatisfactory, a probationer can be terminated at any time during the period of probation by the authority who has appointed him with one month's notice or salary for the period.

#### **8(6) Career Advancement of Social Science Teachers**

Only substantive post of Lecturer is envisaged under existing rules for teachers teaching social science subjects. However, keeping in view, the desire for improving academic standards and avoid stagnation of teachers in the employment of the University, there shall be Merit Promotion Scheme for such teachers according to rules laid down hereunder for that purpose.

1. From Lecturer to Assistant Professor after eight years of continuous services.

Provided that the initial appointment on a five year contract has been renewed by the University.

2. From Assistant Professor to Associate Professor after six years of continuous service as Assistant Professor

Provided that the contract of service for a period of five years has been renewed for a second consecutive term without an intervening break

3. From Associate Professor to Additional Professor after Six years of continuous service as Associate Professor.

Provided that the contract of service for a period of five years has been renewed consecutively without any intervening break.

4. From Additional Professor to Professor selection and appointment are purely on merit basis through open selection.

#### **8 (7) Career Advancement of Law Teachers :**

The University shall advertise for various faculty positions in law from time to time under section 5(xi) (xiv) and it shall be open to the law teachers to apply for the higher positions that concerned persons may choose and are eligible under the rules.

Provided that such advertisements shall ordinarily be made at least once in five years.

Provided further that where there are no substantive vacancies available or no advertisement for faculty position has been made for over five years, the norms laid down under Section 8(6) shall become applicable to Law Teachers as well.

#### **9. Increment:**



Increment at the end of one year of completed service shall be granted as a matter of course unless withheld. However, in case of disciplinary proceedings all orders regarding withholding of an increment to any employee shall indicate the period for which it is withheld and also whether the withholding shall have the effect of postponing future increments. The increments of the employees may be admitted from the first of the month in which it would fall due under the operation of the normal Rules and Orders regulating increments.

10. **Service Counting for increments :**

The following periods shall count for earning increments of an employee:

- (i) All periods of duty in a post on a time scale;
- (ii) All periods of leave including extra-ordinary leave for prosecuting higher studies;
- (iii) All periods spent on foreign service;
- (iv) All periods of joining time on transfer;
- (v) All periods of illness supported by Medical Certificate.

11. **Rule for Resignation:**

Resignation once submitted cannot be withdrawn. It will be effective from the date of his resignation. At least one month's notice is required for submitting resignation excepting in cases of disciplinary proceedings.

12. **Age of Retirement :**

No employee of the University shall be entitled to be in the service of the University after the reaches the age of 60 years.

Provided that in the case of teachers, the age or retirement shall be 65 years.

Provided further that the age of retirement of Vice-chancellor shall be governed by Clause 18(3) of the Schedule.

Provided further that in respect of officers and teachers, the Executive Council may, on the recommendation of the Vice-chancellor, appoint persons of exceptional standing on contractual basis, after their retirement, for specific periods.

Provided further that in respect of an employee attaining the age of 60 years, where the date of such age falls on a day other than the first day of the months, he shall retire on the last day of that month and when the date falls on the first day of the month, on the last date of the preceding month.

## CHAPTER – III

### LEAVE

13 **General**

All employees of the University other than those paid out of contingencies are entitled and governed by the following leave regulations.



**14. Right to Leave**

No leave can be claimed as a matter of right. Leave is earned by duty only. When the exigencies of University services are required, discretion to refuse and revoke leave of any kind is reserved to the authority empowered to grant it.

**15. Kinds of Leave**

- (A) Earned Leave
- (B) Half-Pay Leave
- (C) Commuted Leave
- (D) Extraordinary Leave without pay
- (E) Maternity Leave/Paternity Leave
- (F) Casual Leave

**15 A Rules of Leave for Non-Vacation Employees****A EARNED LEAVE**

- (I) A non-vacation employee may earn thirty days leave in one calendar year. The leave account of every employee who is serving in a non vacation department shall be credited with earned leave in advance, installments of 15 days each on the first day of January and July of every calendar year. Earned Leave shall be credited to the leave account of an employee at the rate of 2 ½ days for each completed calendar month of service, which he is likely to render in a half year of the calendar year in which he is appointed.
- (II) When the employee is removed or dismissed from service or dies while in service credit of earned leave shall be allowed at the rate of 2½ days for each completed calendar month of service up to the end of the calendar month preceding the calendar month in which he is removed or dismissed from service or dies in service,
- (III) The leave at the credit of an employee at the close of pervious half year shall be carried forward to the next half year subject to the condition that the leave so carried forward plus the credit for half year do not exceed the maximum limit of 300 days.
- (IV) A period spend in foreign service shall count as duly for purpose of this rule, if contribution towards leave salary is paid on account of such period and such service is approved by the University.
- (V) The maximum earned leave that may be allowed at a time to an employee shall be 120 days, provided it may be extended for a period exceeding 120 days but not exceeding 240 days if the entire leave so granted or any portion thereof is spent outside India.
- (VI) A non-vacation employee shall be entitled to an equal number of compensatory leave if he is required to work on holidays.
- (VII) A non-vacation employee shall be entitled to Casual Leave and Maternity/Paternity Leave.
- (VIII) A non-vacation employee shall be entitled to Extraordinary leave without pay under exceptional circumstances with the permission of University authority.





## B. HALF-PAY LEAVE

- (i) The half-pay leave account of an employee shall be carried with half-pay leave in advance. In two installments of 10 days each, on the first day of January and July in every calendar year.
- (ii) (a) The leave shall be credited to the said leave account at the rate of 5/3 days for each completed calendar month of service which he is likely to render in the half-year of the calendar year in which he is appointed.
- (b) The credited for the half-year in which an employee is due to retire or resign from the services shall be allowed at the rate 5/3 days per completed calendar month upto the date of retirement or resignation.
- (c) When an employee is removed or dismissed from service or dies in service, credit of half-pay leave shall be allowed at the rate 5/3 days per completed calendar month upto the end of the calendar month in which he is removed or dismissed from service or dies in service.
- (iii) The Leave under this rule may be granted on medical certificates or on private affairs.
- (iv) While affording credit of half-pay leave, fraction of a day shall be rounded off to the nearest day.

Provided that in the case of an employee not in permanent employ or quasi-permanent employ, no half-pay leave shall be granted unless the authority competent to grant leave has reasons to believe that the employee will return to duty on its expiry except in the case of an employee who has been declared completely and permanently incapacitated for further service by a medical authority.

## C. COMMUTED LEAVE:

Commutated Leave not exceeding half the amount of half-pay leave due may be granted on medical certificate to an employee subject to the following conditions:

- (a) The authority competent to grant leave is satisfied that there is reasonable prospect of the employee returning to duty on its expiry.
- (b) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.
- (c) Commuted leave during the entire service should be limited to a maximum of 240 days. The maximum commuted leave on private affairs that may be granted at a time shall be 120 days. If commuted leave is combined with earned leave the total period should not exceed 180 days.
- (d) The total duration of earned leave and commuted leave on private affairs taken in conjunction shall not exceed 240 days.
- (e) An employee on half-pay leave or on commuted leave is entitled to leave salary equal to half the pay or full pay he would be entitled to had he not gone on leave. An employee on half-pay leave is entitled to salary equal to half of the pay he would be entitled to had he not gone on leave and an employee on commuted leave will be entitled to pay he would be entitled to had he not gone on leave.
- (f) Where an employee has been granted commuted leave resigns from service or at his request 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.

Provided that no such recovery shall be made if the retirement is by reason of ill-health incapacitating the employee for further service or in the event of his death.



**D. EXTRAORDINARY LEAVE:**

- (i) Extraordinary leave may be granted to an employee in special circumstances –
  - (a) When no other leave is admissible;
  - (b) When other leave is admissible, but the employee applied in writing for the grant of extraordinary leave, including extraordinary leave due to teaching in foreign country.
- (ii) The authority competent to grant leave may commute retrospectively periods of absence without leave into extraordinary leave.
- (iii) An employee on extraordinary leave is not entitled to any leave salary.

**E. MATERNITY LEAVE :**

- (i) A female employee may be granted maternity leave by the authority competent to grant leave for a period of 90 days from the date of its commencement. During such period, she shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.
- (ii) Maternity leave may also be granted in case of miscarriage, including abortion, subject to the conditions that –
  - (a) the leave does not exceed six weeks;
  - (b) the application for the leave is supported by a medical certificate of an approved medical authority.
- (iii) Maternity leave may be combined with leave of any other kind.
- (iv) Maternity leave shall not be debited against the leave account.

**F. CASUAL LEAVE :**

Casual leave may be granted to all employees of the University for 8(eight) days in each calendar year. Casual leave to temporary staff will be granted in the same manner as to those holding permanent appointments.

Casual leave shall be granted only when it can be given without inconvenience to University services.

It shall not ordinarily be granted in continuation of other leave but it may be combined in any manner with Sundays and other authorized holidays but not more than three days casual leave exclusive of such Sundays and holidays shall be taken during one period of absence and provided also that such period of absence shall not exceed six days in all. There is no provision for half-day Casual Leave.

**16. Leave to Probationer – a person on probation :**

- (i) (a) A probationer shall be entitled to leave under these rules if he had held his post subsequently otherwise than on probation.
- (b) If, for any reason, it is proposed to terminate the services of a probationer, any leave which may be granted to him shall not exceed –
  - (i) beyond the date on which the probationary period as already sanctioned or extended expires, or
  - (ii) beyond any earlier date on which his services are terminated by the others of an authority competent to appoint him.
- (iii) A person appointed to a post on probation shall be entitled to leave under these rules as a temporary or a permanent employee according as his appointment is against a temporary or a permanent post.





**17. Persons re-employed after retirement:**

In the case of a person re-employed after retirement, the provisions of these rules shall apply insofar as the leave is concerned, as if he had entered the University services for the first time on the day of his re-employment.

**18. Leave preparatory to retirement :**

An employee may be permitted by the authority competent to grant leave to take leave preparatory to retirement to the extent of earned leave due, not exceeding 300 days together with half-pay leave due, subject to the condition that such leave extends upto and includes the date of retirement.

Note : The leave granted as leave temporary to retirement shall not include extraordinary leave.

**19. Leave/cash payment in lieu of leave beyond the date of retirement or quitting of service:**

- (i) No leave shall be granted to an employee beyond –
  - (a) the date of his retirement, or
  - (b) the date of his final cessation of duties, or
  - (c) the date on which he retires by giving notice to the University or he is retired by the University by giving him notice or pay and allowances in lieu of such notice, in accordance with the terms and conditions of his service or
  - (d) the date of resignation from service.
- (ii)
  - (a) Where an employee retires on attaining the normal age prescribed for retirement under the terms and conditions governing his service, the authority competent to grant leave shall suomotu issue an order granting cash equivalent of leave salary for earned leave if any, at the credit of the employee on the date of his retirement, subject to a maximum of 300 days.
  - (b) The cash equivalent under Clause (a) shall be calculated as follows and shall be payable in one lump sum as a one-time settlement. No House Rent Allowance or City Compensatory Allowance shall be payable.

Cash maximum Equivalent	Pay admissible on the date of Retirement plus dearness Allowance admissible on that date ..... 30	x	Number of days of unutilized earned leave at credit on the date of retirement subject to a of 300 days
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- (iii) The authority competent to grant leave may withhold whole or part of cash equivalent of earned leave in the case of an employee who retires from service on obtaining the age of retirement while under suspension or while disciplinary or criminal proceedings are pending against him, if in the view of such authority there is a possibility of some money becoming recoverable from him. On conclusion of the proceedings against him. On conclusion of the proceedings, he will become eligible to the amount so withheld after adjustment of University dues, if any.



- (iv) Where the services of an employee have been extended, in the interest of the University, beyond the date of his retirement, he may be granted-
  - (a) During the period off extension, any earned leave due in respect of the period of such extension plus the earned leave which was at his credit on the date of his retirement subject to a maximum of 120 days / 240 days, as the case may be as prescribed in regulations 18-A.
  - (b) After the expiry of the period of extension, cash equivalent in the manner provided in sub-rule 22(ii) in respect of earned leave at credit on the day of retirement plus the earned leave earned during the period of extension, reduced by the earned leave availed of during such period, subject to a maximum of 240 days.
- (v) A University employee who retires or is retired from service in the manner mentioned in Clause (c) of sub-rule 22(i). may be granted, *suomotu*, by the authority competent to grant leave, cash equivalent of the leave salary in respect of earned leave at his credit subject to maximum of 300 days and also in respect of all the half-pay leave at his credit provided this period does not exceed the period between the date on which he so retires or is retired from service and the date on which he would have retired in the normal course after attaining the age prescribed for retirement under the terms and conditions governing his service. The cash equivalent shall be equal to the leave salary as admissible for earned leave and / or equal to the leave salary as admissible for half-pay leave plus dearness allowance admissible on that leave salary for the first 240 days, at the rates in force on the date the employee so retires or is retired from service. The pension and pension equivalent of other retirement benefits and ad-hoc relief/granted shall be deducted from the leave salary paid for the period of half-pay leave. If any, for which the cash equivalent is payable. The amount so calculated shall be paid in one lump sum as a one-time settlement. No House Rent Allowance or City Allowance shall be payable:  
 Provided that if leave salary for the half-pay leave component falls short of pension and other pensionary benefits cash equivalent of half-pay leave shall not be granted.
- (vi) (a) (i) Where the service of an employee are terminated by notice or by payment of pay and allowances in lieu of notice, or otherwise in accordance with the terms and conditions of his appointment, he may be granted, *suo moto* by the Authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date on which he ceases to be in service subject to a maximum of 300 days.
- (ii) If an employee resigns or quits service, he may be granted, *suomotu*, by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date of cessation of service, to the extent of half of such leave at his credit, subject to a maximum of 120 days.
- (iii) An employee, who is re-employed after retirement, may on termination of his re-employment subject to a maximum of 300 days (including the period for which encashment was allowed at the time of retirement).
- (b) The cash equivalent payable under Clause (a) shall be calculated in the manner Indicated in Clause (b) of sub-rule 22(ii) and for the purpose of computation of cash equivalent under sub-clause (iii) of Clause (vi) (a), the pay on the date of the termination or re-employment shall be the pay fixed in the scale of post re-





employment before adjustment of pension equivalent of other retirement benefits and the dearness allowance appropriate to that pay.

**20. Leave Rules for vacation enjoying employees:**

- (1) All teachers of the University other than those appointed on ad hoc and consolidated salary basis shall be treated as those enjoying vacation and as such are not entitled to any kind of Earned Leave in respect of duty performed in any academic year.
- (2) A teacher coming under the above category is entitled to not less than six weeks of vacation in an academic year during the periods so declared by the University.
- (3) One week before the closure of the semester, the Registrar shall notify the commencement and the ending of the vacation between the semesters.
- (4) If in any academic year a teacher is required by a general or special order of the Vice-chancellor to forego such vacation or a portion of a vacation in the interest of the University work, he/she shall be entitled to :
  - (a) an earned leave at the rate of one day for every three days of vacation, and such earned leave could be accumulated upto a maximum of 300 days in one's period of service in the University or
  - (b) A 'Compensatory Leave' of equal number of days foregone which shall however, be utilized within one year from the date of refusal of leave.

**(1) Other kinds of Leave:**

The other kind of leave to which a teacher is eligible are

- (a) Extraordinary Leave
- (b) Maternity Leave and
- (c) Casual Leave
- (d) Paternity Leave
- (e) An employee enjoying vacation is entitled to 7 days of Medical Leave on half pay basis on medical grounds in each year.

Provided that such leave shall be obtained on production of medical evidence and fitness certificate.

On the same basis as are applicable to other employees of the University.

**21. "Ad-hoc leave rules for temporary employees in the University":**

A. These rules shall apply to employees who are appointed on temporary and consolidated salary basis.

B. The kinds of leave and leave entitlement shall be as follows :

- (a) For employees who have completed one year of service
  - (i) Casual Leave : 8 days in a calendar year
  - (ii) Earned Leave : 15 days to be credited in advance as on 1<sup>st</sup> January and 1<sup>st</sup> July every year, provided if an employee joins in the middle of a month, credit shall be given only for the remaining calendar months at the rate of 2 $\frac{1}{2}$  days per month.





- (iii) Compensatory: If an employee required to work on Sundays/general holidays by an order, compensatory leave to the extent of the number of such days worked.

(b) For employees during the first year of service.

- \ (i) Casual Leave : 8 days in a calendar year

**Note :** If an employee leaves the services of the University or if an employee's services are terminated by the University. The earned Leave entitlement will be regulated at the rate of  $2\frac{1}{2}$  days per calendar month completed and the salary to the extent of excess availment of earned leave if any as on the date of relief, shall be deducted from the salary due to him.

**General :**

1. Leave cannot be claimed as a matter of right and the leave sanctioning authority may refuse and revoke leave.
2. No encashment of leave is permitted for any accumulated Earned Leave.

## CHAPTER – IV

### Contribution provident fund-cum-gratuity Scheme

**22. Provident Fund :**

Every whole time employee, on confirmation, shall subscribe monthly to the University Provident Fund. The rate of subscription may not be less than 10% of his emoluments and not more than his total emoluments, the amount so calculated being rounded off to the nearest rupee, provided that in the case of subscription at the minimum or maximum rates, the rounding off will be to the next higher or the next lower rupee respectively. The Provident Fund deductions will be made after confirmation with effect from the date of appointment.

The University shall contribute to this fund 10% of pay from the date of subscription. No subscription or contribution shall be made in the Provident Fund by an employee who is on leave without pay.

Subject to the condition that no deduction be made which reduces the credit by more than the amount of any contribution by University with interest thereon credited under Clause 28(ii) before the amount standing to the credit of the subscriber in the fund is paid out of the Fund.

The Vice-chancellor may direct the deduction there from and payment to University of

- (i) All amounts representing such contribution and interest, if the subscriber within five years of commencement of his service as such, resigns from the service or ceases to be an employee of the University otherwise than by reason of death, superannuation, or a declaration by a competent medical authority that he is unfit further service, or the abolition of the post or the reduction of establishment or under a contract.
- (ii) Any amount due under a liability incurred by a subscriber to University.





- (iii) All amounts representing such contribution and interest if the subscriber is dismissed from service due to misconduct, insolvency or inefficiency; Provided that where the Vice-chancellor is satisfied that such deduction would cause exception hardship to the subscriber, he may, by order exempt from such deduction an amount not exceeding two-third of the amount of such contribution and interest which would have been payable to the subscriber, if he had retired on medical grounds. Provided further that if any such order of dismissal is subsequently cancelled, the amount so deducted shall on his reinstatement in the service be replaced to his credit in the Fund.

**Note :** For the purpose of Sub-Clause (i) of this regulation the period of five years shall be reckoned from the commencement of the subscriber's continuous service under University.

Notwithstanding the foregoing provisions and the provisions of Clause (3) persons who have retired from State/Central Government, Universities or National Institutes, if re- employed in the University may be permitted to subscribe to the Provident Fund.

Provided that where the term of re-employment is initially for a year or less but is later extended so as to exceed one year the contribution with interest will be credited only after the completion of one year's re-employed service. The contribution with interest shall be payable for the entire period for which the re-employed person is allowed to contribute to the Provident Fund if such period exceeds one year.

**23. Entitlement:**

- (i) No employee of the University shall be entitled to the benefits of Provident Fund whose services in the University entitle him to a pension or on whose account the University contributes towards his pension or who has been appointed by the University on a consolidated salary on special terms or on a part-time or daily wage basis.
- (ii) If an employee admitted to the benefit of the Fund was previously a subscriber to any contributory/non-contributory Provident Fund of the Central/State government, or of a body corporate, owned or controlled by Government or Universities/Colleges or Institutes of University status or an autonomous organization registered under the Societies Registration Act of 1860 immediately before his appointment in the University. The amount of his accumulations in such contributory or non-contributory Provident Fund shall be transferred to his credit in the Fund.

**24. Payment :**

When the amount of Provident Fund becomes payable to a subscriber, the Accounts Officer of the University will be entitled to deduct therefrom any amount due under any liability incurred by the subscriber to the University but not exceeding in any case the total amount of the contributions credited to the account of the subscriber by the University and of any interest which as accrued on such contributions. Notwithstanding anything contained in the preceding clauses of these Regulations, a subscriber who ceases to be in service of the University by reason of his taking upon appointment with another University or College or a national institute without any



break and with prior permission, may be declared to be entitled to the contribution of the University in accordance with the rules framed by the Executive Council.

**25. Management :**

The management of the Provident Fund shall vest in the Executive Council which may, from time to time make regulations or issue such general or special directions as may be consistent with the Regulations as to the conduct of the business of the Fund, or its management or the privileges of the depositors, not herein expressly provided for, or vary, or cancel any regulations made or direction given.

Provided that there shall be a Provident Fund Committee, consisting of the Vice-Chancellor, the Treasurer, the Registrar and one member nominated by the executive Council from amongst its own members for purpose of advising the Executive Council in the matters relating to investments, payments, and other matters in respect of the Provident Fund.

All members of the Provident Fund Committee, other than ex-officio members, shall hold office for a term of three years.

**26. Nominee :**

Every employee of the University entitled to the benefits of the Provident Fund shall be required to sign a written declaration in the prescribed form that he has read the regulations and agrees to abide by it, and shall hand in for registration in the University Office the names of the person or persons to whom he wishes the balance at his credit to be paid in the even of his death.

Provided that if at the time of making the nomination the subscriber has a family, the nomination shall not be in favour of any person or persons other than a member of his family.

Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in the Fund, be deemed to be a nomination under this Regulation until he makes a nomination in accordance with these Regulations.

The subscriber may, from time to time, add or change his nominee by written application to the Vice-chancellor.

A register of such nominees shall be kept in the University office.

**27. Provident Fund Account :**

(i) The amounts accruing to the Fund shall be placed in such bank or banks as may be approved, from time to time, by the Executive Council, or invested in securities authorized by the Indian Trust act, 1882 (II of 1882) at the discretion of the Executive Council.

Interest at the rate fixed for the purpose by the Executive Council, from time to time, shall be credited to each subscriber's account.

(ii) The subscription paid by the subscriber and the contribution by the University shall be entered monthly in a separate account for each subscriber.

(iii) The accounts of the Fund shall be audited once a year and a statement of the total amount to the credit of each subscriber shall be furnished to him.





28. **Interest :**

Subject to the provisions of Clause (3) , a subscriber, at the termination of his service, shall be entitled to receive the amount which accumulates to his credit , viz. his subscription with interest and contribution by the University with interest thereon.

29. **Payment on death :**

On the subscriber's death, the amount at the credit of the subscriber shall be paid to the person or persons duly nominated by him or when no such nomination is made to his legal heir or heirs.

30. **Advance from Provident Fund :**

- (i) No final withdrawal shall be allowed until the termination of the subscriber's service or his death. But in case or necessity, of which the vice-chancellor be sole judge. The Vice-chancellor may allow a subscriber an advance of sum not exceeding the total amount subscribed by him.
  - (ii) Recoveries towards the amount shall be made in equal monthly instalments not exceeding twenty as may be decided by the Vice-chancellor commencing from the first payment of a full month salary after the advance is granted, but no recovery shall be made from a subscriber when he is on leave otherwise than on full pay.
  - (iii) When an advance is sanctioned under clause (2) before repayment of last installment of any previous advance not recovered shall be added to the advance so sanctioned and the installments for recovery shall be fixed with reference to the consolidated amount.
  - (iv) **Withdrawal from the fund :**  
Subject to the conditions specified hereunder , the withdrawals from the Fund may be sanctioned by the Vice-chancellor at any time:
1. After completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier for one or more of the following purposes:
    - (a) Meeting the cost of higher education, including where necessary the travelling expenses of any child of the subscriber actually dependent on him in the following cases:
      - (i) for education outside India for academic, technical, professional or vocational course beyond the High School State and
      - (ii) for any medical, engineering, or other technical or specialized course in India beyond the High School stage provided that the course of study is for not less than three years.
    - (b) Meeting the expenditure in connection with the marriage of subscriber's son or daughter and of any other female relation dependent on him;
    - (c) Meeting the expenditure in connection with the illness, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him;
    - (d) Building or acquiring a suitable house for his residence including the cost of site or reconstructing or for making additions and alterations to a house already owned or acquired by a subscriber.
    - (e) Purchasing a house site;





- (f) For constructing a house on a site purchased, utilizing the sum withdrawn under sub-clause(s).
2. Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in clause 31(iv)(1), from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of such amount or six month's pay of the subscriber whichever is less. The Vice-chancellor, however, sanction the withdrawal of an amount in excess of these limits upto three-fourths of the balance at his credit in the Fund, having due regard to (i) the object for which the withdrawal is being made, (ii) the status of the subscriber, and (iii) the amount to his credit in the fund.
3. A subscriber who has been permitted to withdraw money from the Fund under Clause 31 (iv) (i) shall satisfy the Vice-chancellor within a reasonable period as may be specified by him that the money has been utilized for the purpose for which it was withdrawn and if he fails to do so. the whole of the sum so withdrawn or so much thereof as has not been applied for the purpose for which it withdrawn shall forthwith be repaid in one lump sum and in default of such payment it shall be ordered by the Vice-chancellor recovered from his emoluments either in a lump sum or in such number of monthly instalments as may be determined by the Executive Council.
4. A subscriber who has already drawn or may draw in future an advance under clause 31 (ii) for any of the purposes specified in Clause 31 (v) (1) (a), (b), (c) (d), (e) and (f) may covert at his discretion by written request to the sanctioning authority, the balance outstanding into a final withdrawal on his satisfying the conditions laid down in Clause 31 (iv).

31. **Life Insurance Premium :**

On a written application from a subscriber to the Provident Fund and with the approval of the Vice-chancellor, the University may allow premium on the Life Insurance Policy of the subscriber to be paid out of the subscriber's share in his Provident Fund. In all such cases the Life Insurance Policy for which the premia are so paid shall be assigned in favour of the University. On the retirement of the subscriber from the service of the University. The Policy shall be reassigned to him by the University.

In case of the maturity of the Policy during the service of the subscriber in the University, the full amount of the Policy shall be credited to the Provident Fund of the subscriber. In case of death of the subscriber, during the service of the University, the full amount of the Policy shall be paid to the nominee or, in the absence of nomination, to the legal representative of the deceased entitled to the Provident Fund.

32. **Subscription :**

The word "subscription", wherever it occurs in these Regulations means the amount paid by the subscriber and similarly the word "contribution" means the amount contributed by the University.

33. **Gratuity:**

- (i) An employee who has completed five years of qualifying service at the University shall be granted Death-cum-Retirement Gratuity in accordance with the scale indicated in Regulation 35. This gratuity shall be payable on his retirement from the service of the University. In the event of his demise this gratuity shall be payable to the nominee or nominees of the deceased in the manner prescribed in this regard.





- (ii) If there is no such nomination or if the nomination made does not subsist, the gratuity shall be paid in the manner indicated below :
- (a) If there are one or more surviving members of the family as in the following sub-clauses (aa), (bb), (cc) and (dd) to all such members in equal shares;
- (aa) Wife or wives, in case of male employee ;
  - (bb) husband, in case of female employee;
  - (cc) sons including step-sons and adopted sons;
  - (dd) unmarried daughters including step-daughters and adopted daughters.
- (b) If there are no such surviving members of the family as in Clause (a) above, but there are one or more members as in the following sub-clauses (aa), (bb), (cc), (dd) (ee), (ff) and (gg) to all such members in equal shares :
- (aa) widowed daughters including step-daughters and adopted daughters ;
  - (bb) Father-including adoptive parents in the case of individuals whose Personal parents are not there.
  - (cc) mother-law permits adoption ;
  - (dd) brothers below the age of eighteen years including step-brothers;
  - (ee) unmarried sisters and a widowed sisters including step-sisters
  - (ff) married daughters, and
  - (gg) children of pre-deceased son

**Note 1:** The right of a female member of a family, or that of a brother of an employee who dies while in service or after retirement, to receive the share of gratuity shall not be affected if the female member marries or remarried, or the brother attains the age of eighteen years after the death of the employee and before receiving her or his share of the gratuity.

**Note 2 :** Where gratuity is granted under this rule to a minor member of the family of the deceased employee. It shall be payable to the guardian on behalf of the minor.

**Note 3 :** Where an employee dies while in service or after retirement without receiving the amount of gratuity and –

- (a) Leaves behind no family ; or
- (b) Has made no nomination ; or
- (c) The nomination made by him does not subsist.

The amount of death-cum-retirement gratuity payable to him under this rule shall lapse to the University.

- (iii) No gratuity shall be payable on resignation from service of the University or dismissal or removal from it for misconduct, insolvency, inefficiency not due to age.

#### 34. Eligibility:

If a person who has become eligible for payment of University's share of contribution to the Contributory Provident Fund under the rules of the University dies within a period of 5 years after he retires from the service of the University, and the sums actually received by him at the time of death on account of University's share of contribution to the Contributory Provident Fund together with a gratuity under the above clause is less than the amount equal to 12 times the emoluments, a gratuity equal to the deficiency shall be granted to the person or persons nominated by him.





35. **Death of Permanent Employee :**

If a person in permanent employment dies before becoming eligible for the University's share of the contribution to the Contributory Provident Fund of the Universities, his family will be eligible for a gratuity equal to six times his emoluments at the time of his death, except in cases in which death occurs in the first year of service, when the gratuity admissible shall be equal to two months' emoluments.

36. **Persons in Temporary Employment :**

(i) **TERMINAL GRATUITY**

A person in temporary employment who retires on superannuation or is discharged on account of retrenchment or is declared invalid for further service will be eligible for a gratuity at the rate of one-third of a month's pay for each completed year of service. Provided that he has completed not less than five years of continuous service at the time of retirement, discharge or invalidment.

**Note :** As decided by the Executive Council in its meeting held on .....

These benefits are extended to the administrative Staff appointed on consolidated salary.

(ii) **DEATH GRATUITY**

The family of a person in temporary employment who dies while in service will be eligible for a death gratuity on the scale and subject to the conditions specified below :

- |  |  |
|--|--|
| (a) On death after completion of less than one year.   | A gratuity equal to two month's pay                      |
| (b) On death after completion of one year of service but before completion of three years of service | A gratuity equal to six month's pay                      |
| (c) On death after completion of one year of service but before completion of five years of service  |  |
| (d) On death after completion of five year of service but less than 20 years                         | A gratuity equal to twelve month's pay                   |
| (e) On death after completion of 20 years service or more  | A gratuity equal to ½ of emoluments for every six months |

37. **Amount of Gratuity :**

For the purpose of determining the amount of terminal or death gratuity under Clause 38(i) will mean only basic pay at the time of relinquishing service or of death, as the case may be. It will not include special pay, personal pay and other emoluments as pay. In case the person concerned was on leave with or without allowance immediately before retirement, discharge, invalidment or death, pay for this purpose will be pay which, he would have drawn had he not proceeded on such leave.