

CHAPTER XIV

ORDINANCE ON CLASSIFICATION, EMOLUMENTS AND QUALIFICATIONS OF TEACHERS OF THE UNIVERSITY

1. The classification and emoluments of teachers of the University in the Schools of Studies shall be as follows:

1. Lecturer	- Rs. 8000-275-13500
2. Lecturer (Senior Scale)	- Rs. 10000-325-15200
3. Lecturer (Selection Grade)	- Rs. 12000-420-18300
4. Reader	- Rs. 12000-420-18300
5. Professor	- Rs. 16400-450-20900-500-22400

2. These pay scales are effective from the 1st of January 1996 and are inclusive of the basic pay, dearness allowances and interim relief admissible up to that day. Emoluments of a teacher who has opted any of the above pay scales or has been appointed on or after the 1st January 1996 will include, besides the basic pay in the scale applicable to his/her grade as shown above, such as dearness and other allowances as admissible to the employees of the University.

Provided that a University teacher on his/her first appointment may, in a special case, and on the recommendation of the Selection Committee, be sanctioned such advance increments as the Executive Council may determine. Candidates who, at the time of recruitment as Lecturers, possess a Ph.D. or M.Phil Degree (hereinafter called the "Research Degree") will be sanctioned four and two advance increments, respectively, in the pay scale of Rs.8000-275-13500. Candidates with D.Litt/D.Sc. will be given benefit on par with Ph.D. and M.Litt on par with M.Phil.

Teachers with M.Phil degree will be given one increment as and when they acquire Ph.D. degree within two years of their recruitment.

A Lecturer with Ph.D. degree will be eligible for two advance increments when she/he moves into Lecturer (Selection Grade)/Reader.

A teacher without Ph.D. degree will be eligible for two advance increments as and when she/he acquires a Ph.D. degree in her/his service career.

Provided further that the emoluments of teachers other than those mentioned above and designated as teachers by the Ordinances may be determined by the Executive Council on the recommendation of the Academic Council.

3. Qualifications for appointment to the posts of Professor, Reader and Lecturer shall be as follows:

PROFESSOR

An eminent scholar with published work of high quality, actively engaged in research, with:

10 years of experience in post-graduate teaching, and/or experience in research at the University/National Level Institutions, including experience of guiding research at Doctoral level.

OR

An outstanding scholar with established reputation who has made significant contribution to knowledge.

In exceptional cases, the teachers with 15 years of UG teaching/research experience could also be considered.

EXPLANATION

There should be a reasonable balance between research and teaching experience of those candidates having 10 years of post-graduate teaching and post-doctoral research experience taken together; in such cases, candidates should have at least 4 years of P.G. Teaching experience out of the total experience of 10 years.

READER:

Good academic record with a doctoral degree or equivalent published work. In addition to these, candidates who join from outside the University system, shall also possess at least 55% of the marks or an equivalent grade of B in the 7 point scale with latter grades O,A,B,C,D,E & F at the Master's degree level.

Five years of teaching and/or research excluding the period spent for obtaining the research degrees and has made some mark in the areas of scholarship as evidenced by quality of publications, contribution to education innovation, design of new courses and curricula.

LECTURER:

HUMANITIES, SOCIAL SCIENCES, SCIENCES, COMMERCE, PHYSICAL EDUCATION, FOREIGN LANGUAGES AND LAW:

Good academic record with at least 55% of the marks, or an equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E & F at the Master's degree level, in the relevant subject from an Indian University, or, an equivalent degree from a foreign University.

Besides fulfilling the above qualifications, candidates should have cleared the eligibility test (NET) for lecturers conducted by the UGC, CSIR or similar test accredited by the UGC.

JOURNALISM AND MASS COMMUNICATION:

Good academic record with at least 55% of the marks, or an equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E & F at the Master's degree level, in Communication/Mass Communication, Journalism, from an Indian University, or, an equivalent degree from a foreign University.

Besides fulfilling the above qualifications, candidates should have cleared the eligibility test (NET) for lecturers conducted by the UGC, CSIR or similar test accredited by the UGC.

OR

Good academic record with at least 55% of the marks, or an equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E & F at the Master's degree level, in Humanities, Social Sciences/Sciences with at least a second class Bachelor's Degree, or Post-graduate Diploma in Communication/Mass Communication or Journalism, from an Indian University, or, an equivalent degree from a foreign University.

Besides fulfilling the above qualifications, candidates should have cleared the eligibility test (NET) for lecturers conducted by the UGC, CSIR or similar test accredited by the UGC.

MUSIC:

Good academic record with at least 55% of the marks, or an equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E & F at the Master's degree level, in the relevant subject from an Indian University, or, an equivalent degree from a foreign University.

Besides fulfilling the above qualifications, candidates should have cleared the eligibility test (NET) for lecturers conducted by the UGC, CSIR or similar test accredited by the UGC.

OR

A traditional or a professional artist with a highly commendable professional achievement in the concerned subject.

For professional subjects like Education, Social Work and Performing arts etc., the regulations hitherto in force for direct recruitment to the post of Lecturer, Reader and Professor, will continue.

SEVEN POINT SCALE		
GRADE	GRADE POINT	PERCENTAGE EQUIVALENT
`O' = Outstanding	5.50 - 6.00	75 - 100
`A' = Very Good	4.50 - 5.49	65 - 74
`B' = Good	3.50 - 4.49	55 - 64
`C' = Average	2.50 - 3.49	45 - 54
`D' = Below Average	1.50 - 2.49	35 - 44
`E' = Poor	0.50 - 1.49	25 - 34
`F' = Fail	0.00 - 0.49	0 - 24

CAREER ADVANCEMENT:

LECTURER (Senior Scale):

A Lecturer in the scale of pay of Rs.8000-275-13500 will be eligible for placement in the senior scale of Rs.10000-325-15200 if he/she has :

- completed Six (6) years of service after regular appointment with relaxation of one (1) year and two (2) years, respectively, for those possess a M.Phil. and Ph.D. degree, respectively);

- ii) participated in one (1) orientation course and one refresher course of approved duration, or engaged in other appropriate continuing education programmes of comparable quality as may be specified or approved by university Grants Commission.(Teacher with Ph.D. degree will be exempted from one refresher course).
- iii) consistently satisfactory performance appraisal reports.

The Selection Committee for placement in Senior Scale under Career Advancement Scheme shall be the same as those for Direct Recruitment of Lecturer.

Lecturer (Selection Grade):

A Lecturer in the scale of pay of Rs.10000-325-15200 who do not have a Ph.D. degree or equivalent published work, and who do not meet the scholarship and research standards, but fulfill the other criteria given for the post of Reader(Promotion), and have a good record in teaching and, preferably, have contributed in various ways such as to the corporate life of the institution, examination work, or through extension activities, will be placed in the Selection Grade, subject to the recommendations of the Selection Committee which is the same as for promotion to the post of Reader.

They will be designated as Lecturer in the Selection Grade.

They could offer themselves for fresh assessment after obtaining Ph.D. and/or fulfilling other requirements for promotion as Reader and, if found suitable, could be given the designation of Reader.

READER (PROMOTION)

A Lecturer in the Senior Scale will be eligible for promotion to the post of Reader, if she/he has:

- i) Completed 5 years of service in the Senior Scale;
- ii) Obtained a Ph.D. degree or has equivalent published work;
- iii) Made some mark in the areas of scholarship and research as evidenced, e.g. by self-assessment, reports of referees, quality of publications, contribution to educational innovation, design of new courses and curricula and extension activities.
- iv) After placement in the Senior Scale participated in two (2) refresher courses/ summer institutes of approved duration, or engaged in other appropriate continuing education Programmes of comparable quality as may be specified or approved by the University Grants Commission, and

v) Possesses consistently good performance appraisal reports.

Provided that if the number of years required in a feeder cadre are less than those stipulated as above, thus entailing hardship to those who have completed more than the total number of years in their entire service for eligibility in the cadre, will be placed in the next higher cadre after adjusting the total number of years.

(This situation is likely to arise as, in the earlier scheme, the number of years required in a feeder cadre were much more than those envisaged under the current Career Advancement Scheme).

Promotion to the Post of Reader will be through a process of selection by a Selection Committee to be set up under the Statutes/Ordinances of the University.

Professor(Promotion)

In addition to the sanctioned position of Professors, which must be filled in through direct recruitment through all India advertisements, promotions will be made from the post of Reader to that of Professor after 8 years of service as Reader.

The Selection Committee for promotion to the post of Professor should be the same as that for direct recruitment. For the promotion from Reader to Professor, the following method of promotion will be followed:

The candidate should present herself/himself before the Selection Committees with some of the following:

- a) Self-appraisal reports(required)
- b) Research contribution/books/articles published
- c) Any other academic contributions

The best three written contributions of the teacher (as defined by her/him) will be sent in advance to the Experts to review before coming for the selection. The candidate should be asked to submit these in 3 sets along with the application.

- d) Seminars/Conferences attended
- e) Contribution to teaching/academic environment/institutional corporate life
- f) Extension and field outreach activities.

The teacher may opt to attend two Seminars/Conferences in their subject area and present papers as one aspect of their promotion/Selection to the post of Professor or attend refresher courses to be offered by ASCs for this level.

Promotion to the Post of Professor will be through a process of selection by a Selection Committee to be set up under the Statutes/Ordinances of the University.

COUNTING OF PAST SERVICE:

Previous service, without any break as a Lecturer or equivalent, in a University, College, National Laboratory, or other scientific organisations, e.g., CSIR, ICAR, DRDO, UGC, ICSSR, ICHR and as a UGC Research Scientist, should be counted for placement of Lecturer in Senior scale/Selection Grade, provided that:

- a) The post was in an equivalent grade/scale of pay as the post of a Lecturer;
- b) The qualifications for the post were not lower than the qualifications prescribed by the UGC for the post of Lecturer;
- c) The candidates who apply for direct recruitment should apply through proper channels;
- d) The concerned Lecturers possessed the minimum qualifications prescribed by the UGC for appointment as Lecturers;
- e) The post was filled in accordance with the prescribed selection procedure as laid down by the University/State Government/Central Government/Institution's regulations;
- f) The appointment was not ad-hoc or in a leave vacancy of less than one year duration. Ad-hoc service of more than one year duration can be counted, provided:
 - i) the ad-hoc service was of more than one year duration;
 - ii) the incumbent was appointed on the recommendation of duly constituted Selection Committee; and
 - iii) the incumbent was selected to the permanent post in continuation to the ad-hoc service, without any break.

CHAPTER XV

CONDITIONS OF SERVICE OF APPOINTED TEACHERS OF THE UNIVERSITY

1. Teacher to be a whole time employee

A teacher of the University shall be a whole time salaried employee of the University and shall devote his whole-time to the University. No whole-time salaried teacher of the University shall without the permission of the Executive Council engage directly or indirectly in any trade or business whatsoever or any private tuition or other work to which any emoluments or honorarium is attached.

Provided that nothing contained in this Ordinance shall apply to the work under taken in connection with the examination of Universities or learned bodies or Public Service Commissions or to any literary work or publication or radio talk or extension lectures or, with the permission of the Vice Chancellor, to any other academic work.

Explanation:

For purpose of this Ordinance, "teacher" means a whole-time salaried teacher of the University and does not include honorary, or part-time teachers.

2. Nature of Duties:

Every teacher shall undertake to take such part in the activities of the University and perform such duties in the University as may be required by and in accordance with the Act, Statutes and Ordinances framed there under, for the time being in force, whether the same relate to organisation of instruction, teaching or research or the examination of students or their discipline or their welfare, and generally to act under the direction of the authorities of the University.

3. Probation:

Teachers shall be appointed on probation ordinarily for a period of twelve months, but in no case shall the total period of probation exceed twenty four months:

Provided that the Executive Council may for reasons to be recorded waive the condition of probation:

Provided further that the condition of probation shall not apply in the case of teachers appointed by the Executive Council under the provisions of Statute 21 (1).

Explanation:

The Executive Council shall have the right to assess the suitability of a teacher for confirmation even before the expiry of the period of twelve months from the date of his appointment but not earlier than nine months from that date.

4. Confirmation:

- a) It shall be the duty of the Registrar to place before the Executive Council the case of Confirmation of a teacher on probation, not later than forty days before the end of the period of probation.
- b) The Executive Council may then either confirm the teacher or decide not to confirm him, or extend the period of probation so as not to exceed twenty four months in all. In case the Executive Council decides not to confirm the teacher, whether before the end of the twelve months' period of his probation, or before the end of the extended period of probation, as the case may be, shall be informed in writing to that effect, not later than thirty days before the expiration of that period.

Provided that the decision not to confirm a teacher shall require a two-third majority of the members of the Executive Council present and voting.

5. Increment:

Every teacher shall draw increment in his scale of pay, it is withheld or postponed by a resolution of the Executive Council on a reference by the Vice Chancellor and after the teacher has been given sufficient opportunity to make his written representation.

6. Age of retirement:

- i) Subject to the provision of Statute 27, every teacher confirmed in the service of the University, shall continue in such service until he/she attains the age of 62 years and there after no further extension of service shall be given.

Provided further that if the date of superannuation of a teacher falls at any time during the Academic Session, the Executive Council, may on the recommendation of the Vice-Chancellor re-employ the teacher for any period up to the end of the academic session, with a view not to disturb the teaching work of the department.

- ii) In special cases, a teacher on his/her attaining the age of sixty two (62) years, may be re-appointed on a contract for a period up to the age of sixty five (65) years.

SUPERANNUATION BENEFITS:

The benefit in service, up to a maximum of three (3) years, should be provided for the teachers who have acquired Ph.D. degree at the time of entry, so that, almost all teachers get full retirement benefits which are available after 33 years of service, subject to the overall age of superannuation.

Other conditions with respect to Superannuation Benefits may be given as per Central Government Rules.

PROCEDURE FOR RE-EMPLOYMENT OF RETIRED TEACHERS

(Approved by the EC dt.30.11.90 & 2.2.91)

- I. The teacher will indicate his/her interest in continuing in the University after retirement to the Vice-Chancellor about six months before his/her formal retirement on superannuation. A proposal to this effect may also come to the Vice-Chancellor from the Department/School. In addition, the Vice-Chancellor may also nominate retiring teacher for consideration of re-employment. In all cases a detailed curriculum vitae should be included.
- II. The Vice-Chancellor may consult the Head of the Department and Dean of the School and the case may be referred to at least two external experts, one chosen from a panel of six names sent by the retiring teacher and forwarded by the Head of the Department/Dean of the School concerned and the other a subject expert from the panel of experts approved by the Academic Council for faculty selection..
- III. The matter along with the opinions of the Experts in each case be placed before the sub-committee to be constituted for the purpose. The Sub-Committee while making recommendations may consider the following:
 - a) the length of service of the retiring teacher in the University(minimum 10 years);
 - b) academic stature of the teacher at national and international level (as evidenced by recognitions, membership to academics, publications, research guidance of M.Phil/Ph.d. students, research projects - past and present, etc.,
 - c) ability of the teacher to contribute to teaching and research on reappointment;
 - d) contributions of the teacher to the institution in other capacities;

- e) any other particulars relevant to reemployment, such as looking into the existing overall faculty strength of the Dept./School.

IV. The Sub-Committee's recommendations along with the Vice-Chancellor's remarks will be then placed before the Executive Council for its consideration.

(Amended as per EC approval dt.26/09/96 and 29/11/96)

7. Variations in terms and conditions of service:

Every teacher of the University, shall be bound by the Statutes, Ordinances and Regulations for the time being in force in the University:

Provided that no change in the terms and conditions of service of a teacher shall be made after his appointment in regard to designation, scale of pay, increment, provident fund, retirement benefits, age of retirement, probation, confirmation, leave, leave salary and removal from service so as to adversely affect him.

8. Code of conduct:

Every teacher of the University shall abide by the Code of Conduct framed by the University and the following lapses would constitute misconduct on the part of a University teacher.

- i) Failure to perform his academic duties such as preparation/ lectures, demonstrations, assessment, guidance, invigilation etc.
- ii) Gross partiality in assessment of students, deliberately over-marking/under- marking or attempts at victimization on any grounds.
- iii) Inciting students against other students, colleagues or administration (This does not interfere with the right of a teacher to express his difference on principles in seminars or other places where students are present).
- iv) Indulging in communal activities, or raising questions of caste, creed, religion, race or sex in his relationship with his colleagues and trying to use the above considerations for improvement of his prospects.
- v) Refusal to carry out the decisions by appropriate administrative and academic bodies and/or functionaries of the University.

9. Resignation:

A teacher may, at any time, terminate his engagement by giving the Executive Council three months' notice in writing or on payment to the University of three months salary in lieu thereof:

Provided that the Executive Council may waive the requirement of notice at its discretion.

10. Contract:

The written contract between a teacher and the University required to be entered into under Statute 25(2) shall be in the form annexed to these ordinances or as nearly or substantially to like effect.

11. Special contracts:

Notwithstanding anything contained in these Ordinances, the Executive Council may, in special cases, appoint teachers on contract on such terms and conditions as it may deem fit:

Provided that no appointment shall be made under this clause for a period exceeding five years at a time.

12 (i) Fixation of Pay of re-employed pensioners: ***

The initial pay of a pensioner including officers pensioned off and retired on Contributory Provident Fund and from the service of the Government, Railways and Defense Establishments, etc., re-employed in the University should be fixed at the minimum stage of the scale of pay prescribed for the post in which the individual is re-employed. In cases where it is felt that the fixation of initial pay of the re-employed officer at the minimum of the prescribed pay scale will cause undue hardship, the pay may be fixed at a higher stage by allowing one increment for each year of service which the officer has rendered before retirement in a post not lower than that in which he is re-employed. In addition he may be permitted to draw separately any pension sanctioned to him and to retain any other form of retirement benefit (GP Fund, Gratuity, Commuted value of pension, etc.) provided the total amount of initial pay plus the gross amount of pension and/or the pension equivalent of other forms of retirement benefits does not exceed:

- i) the pay he drew before his retirement (pre-retirement pay) or
- ii) Rs.3500/- which ever is less.

Note:1

In all cases where either of these limits is exceeded the pension and other retirement benefits may be paid in full and the necessary adjustment made in the pay so as to ensure that the total of pay and pensionary benefits is within the prescribed limits.

Where after the pay is fixed at the minimum or any higher stage, it is reduced below the minimum as a result of the said adjustments, increase in pay may be allowed after each year of service at the rates of increments admissible, as if the pay had been fixed at the minimum or the higher stage as the case may be.

Note:2

Pay last drawn before retirement will be taken to be substantive pay plus special pay, if any, pay drawn in an officiating appointment may be taken into account if it was drawn continuously for at least one year before retirement.

In cases where the minimum pay of the post in which the officer is re-employed is more than the last pay drawn, the officer concerned may be allowed the minimum of the prescribed scale of the post less pension and pension equivalent of other retirement benefits.

Once the initial pay of a re-employed pensioner has fixed in the manner indicated above he may be allowed to draw normal increments in the time scale of the post to which he is appointed provided that the pay and gross pension/pension equivalent of other retirement benefits taken together does not at any time exceed Rs.3500/- p.m.

In cases where pay is proposed to be fixed at a stage higher than that admissible under the above provision each such case should be referred to the Ministry of Education & Social Welfare, as required under their Lr.No.12-10/66-U.2, dt.9.1.67 (copy received with their Lr.No. F 5-6/76-U.2, dt. 27.1.76 addressed to the Registrar).

3. These ordinances be made applicable to Non-Teaching Employees also.
4. a. That the provisions of the Ordinance approved by the Council at its meeting held on 4.7.81 be applicable to superannuated persons;
- b. That the Ordinance be applicable to only those persons who are appointed on or after 4.7.81
- c. The appointments made under special contract for a specified period be treated as outside the purview of this Ordinance.

Approved by the Executive Council for incorporation - 4.7.81,
31.10.83 & 5.5.84

12 (ii) Fixation of initial pay of teachers:

A teacher shall, on his appointment to a post on a time scale of pay draw pay at the minimum of the time scale unless the appointing authority decides that she/he shall draw pay at any higher stage.

Provided that when a teacher holding a post in the university is promoted or appointed to another post carrying duties and responsibilities of greater importance than those attaching to the post held by her/him.

Her/His pay will first be increased by one increment and then fixed in the higher scale at the stage next above. The teacher shall, however, have the option to be exercised in writing within a period of three months of her/his promotion either to have her/his pay fixed in the higher scale of pay from the date of promotion or from the date on which her/his next annual increment falls due. The option once exercised shall be final.

Note:

The above provisions will apply to teachers promoted under Merit Promotion Scheme also vide para (2) of U.G.C. D.O. Letter No: F1-87/78-CP (Part/I), dated 27.4.1984.

Approved for incorporation by the EC -28.10.1985

FORM OF CONTRACT UNDER STATUTE 25 (2)

Memorandum of Agreement made this the day of _____ one thousand nine hundred and _____ between _____ (hereinafter called the 'Teacher') of the first part, and the University of Hyderabad being a body corporate constituted under the University of Hyderabad Act 1974 (39 of 1974) (hereinafter called the University) of the second part.

It is hereby agreed as follows:

1. That the University hereby appoints _____ to be a member of the teaching staff of the University with effect from the date the said _____ takes charge of the duties of his/her post and the said _____ hereby accepts the engagement, and undertakes to take such duties in the University as may be required by and in accordance with the said Act, being in force, whether the same relate to organisation of instruction or teaching, or research or the examination of students or their discipline or their welfare, and generally to act under the direction of the authorities of the University.
2. (1) The teacher shall be on probation for a period of 12 months which may be extended so as not to exceed 24 months in all.

(2) The University shall have the power to relax the provisions contained in subparagraph (1) and shall also have the right to assess the suitability of the teacher for confirmation even before the expiry of the period of 12 months from the date of his appointment but not earlier than 9 months from that date.

(3) If the University is satisfied with the suitability of the teacher for confirmation he shall be confirmed in the post to which he was appointed at the end of the period of his probation.

(4) In case the University decides not to confirm the teacher whether at the end of the 12 months period of his probation or at the end of the extended period of probation, as the case may be the teacher shall be informed in writing, at least, 30 days before the expiration of that period that he would not be confirmed and would, consequently cease to be in the service of the University at the end of the period of his probation.
3. That the said _____ shall be a whole-time teacher of the University and unless the contract is terminated by the Executive Council or by the teacher as hereinafter provided, shall continue in the service of the University until he completes the age of sixty years.
4. That the University shall pay _____ during the continuance of his engagement hereunder as a remuneration for his services a salary of Rs. _____ per mensem, rising by annual increment of Rs. _____ to a maximum salary of Rs. _____ per mensem.

Provided that whenever there is any change in the nature of the appointment or the emoluments of the teacher, particulars of the change shall be recorded in the Schedule annexed hereto, under the signature of both the parties and the terms of this agreement shall apply mutatis mutandis to the new post and the terms and conditions attached to that post:

Provided further that no increment shall be withheld or postponed save by a resolution of the Executive Council on a reference by the Vice Chancellor to it, and after the teacher has been given sufficient opportunity to make his written representation.

5. That the said teacher agrees to be bound by the Statutes, Ordinances, Regulations and Rules for the time being in force in the University, provided that no change in the terms and conditions of service of the teacher shall be made after his appointment in regard to designation, scale of pay, increment, provident fund, retirement benefits, age of retirement, probation confirmation, leave, leave salary and removal from service so as to adversely affect him.
6. That the teacher shall devote his whole-time to the service of the University and shall not, without the written permission of the University, engage, directly or indirectly, in any trade or business whatsoever, or in any private tuition or other work to which any emoluments or honorarium is attached, but this prohibition shall not apply to work undertaken in connection with the examination of Universities or learned bodies or Public Service Commissions or to any literary work or publication or radio talk or extension lectures, or, with the permission of the Vice Chan-cellar, to any other academic work.
7. That the said teacher agrees to observe the code of conduct formulated by the University on its teachers.
8. It is further agreed that this engagement shall not be liable to be determined by the University except on the grounds specified and in accordance with the procedure laid down in clauses (1), (2), (3), (4), (5) and (6) of Statute 27 (reproduced below):

- (1) Where there is an allegation of misconduct against a teacher, or a member of the academic staff, the Vice Chancellor may, if he thinks fit, by order in writing, place the teacher under suspension and shall forthwith report to the Executive Council the circumstances in which the order was made:

Provided that the Executive Council may, if it is of the opinion, that the circumstances of the case do not warrant the suspension of the teacher or a member of academic staff, revoke such order.

- (2) Notwithstanding anything contained in the terms of his contract of service or of his appointment the Executive Council shall be entitled to remove a teacher or a member of the academic staff on the ground of misconduct.

- (3) Save as aforesaid, the Executive Council shall not be entitled to remove a teacher or a member of the academic staff except for good cause and after giving three months' notice in writing or on payment of three months' salary in lieu of notice.
- (4) No teacher or a member of the academic staff shall be removed under clause (2) or under clause (3) until he has been given a reasonable opportunity of showing cause against the action proposed to be taken in regard to him.
- (5) The removal of a teacher or a member of the academic staff shall require a two-thirds majority of the members of the Executive Council present and voting.
- (6) The removal of a teacher or a member of the academic staff shall take effect from the date on which the order of removal is made:

"Provided that where a teacher or a member of the academic staff is under suspension at the time of his removal, the removal shall take effect from the date on which he was placed under suspension. "

9. Any dispute arising out of this contract shall be settled in accordance with the provisions of clause (2) of Section 30 of the University of Hyderabad Act, 1974 (re-produced below):

"Any dispute arising out of a contract between the University and any employee shall, at the request of the employee, be referred to a Tribunal of Arbitration consisting of one member appointed by the Executive Council, one member nominated by the employee concerned and an umpire appointed by the Visitor. The decision of the Tribunal shall be final, and no suit shall lie in any civil court in respect of the matters decided by the Tribunal. Every such request shall be deemed to be a submission to arbitration, upon the terms of this section, within the meaning of the Arbitration Act, 1940."

10. A teacher may, at any time, terminate his engagement by giving the Executive Council three months' notice in writing or on payment to the University of three months salary in lieu thereof, provided that the Executive Council may waive the requirement of notice at its discretion.
11. On the termination of this engagement, from whatever cause, the teacher shall deliver up to the University all books, apparatus, records and such other articles belonging to the University as may be due from him.

In witness where of the parties hereto affix their hands and seal:

1. Signature:

Designation:

In the presence of:

1. Signature:

2. Signature:

Designation

Designation:

Signed and sealed on behalf of the University under the authority of the Executive Council by:

1. Signature:

Designation

In the presence of:

1. Signature

2. Signature

Designation

Designation

SCHEDULE

Name of the Teacher in Full: _____

Address:

Designation:

Salary Rs:

In the grade of

Note: The change in grade, salary or designation should be briefly described.

Change of Designation or Grade:

Date of EC approval:

Date from which change takes effect:

Signature of the teacher:

Signature of the Officer of the University:

CONTRACT UNDER STATUTE 25 (2)

For Short-term Appointment

Memorandum of Agreement made this the _____ day of _____ one thousand nine hundred and _____ between _____ (hereinafter called the 'Teacher') of the first part, and the University of Hyderabad being a body corporate constituted under the University of Hyderabad Act, 1974 (39 of 1974) (hereinafter called the 'University') of the second part.

It is hereby agreed as follows:

1. That the University hereby appoints _____ to be a member of the teaching staff of the University with effect from the _____ and the said _____ hereby accepts the engagement, and undertakes to take such part in the activities of the University and perform such duties in the University as may be required by and in accordance with the said Act, Statutes and Ordinances framed there under, for the time being in force, whether the same relate to organisation of instruction, or teaching, or research or the examination of students or their discipline or their welfare, and generally to act under the direction of the authorities of the University.
2. That the said _____ shall be a whole-time teacher of the University and unless the contract is terminated by the Executive Council or by the teacher before the expiry of the term of his appointment for which he is appointed or is terminated as hereinafter provided, shall continue in the service of the University for the period of his appointment as aforesaid.
3. That the University shall pay _____ during the continuance of his engagement hereunder as a remuneration of his services a salary of Rs. _____ plus usual allowances per mensem, raising by annual increments of Rs. _____ to a maximum salary of Rs. _____ per mensem.

Provided that no increment shall be withheld or postponed save by a resolution of the Executive Council on a reference by the Vice Chancellor to it, and after the teacher has been given sufficient opportunity to make his written representation.

4. That the said teacher agrees to be bound by the Statutes, Ordinances, Regulations and Rules for the time being in force in the University, provided that no change in the terms and conditions of service of teacher shall be made after his appointment in regard to designation, scale of pay, increment and provident fund so as to adversely affect him.
5. That the teacher shall devote his whole-time to the service of the University and shall not, without the written permission of the University, engage, directly or indirectly, in any trade or business whatsoever, or in any private tuition or other work to which any emolument or honorarium is attached, but this prohibition shall not apply to work undertaken in connection with the examination of Universities or learned bodies or public service

commissions, or to any literary work or publication or radio talk or extension lectures, or, with the permission of the Vice Chancellor, to any other academic work.

6. It is further agreed that this engagement shall not be liable to be determined before the expiry of the aforesaid period of appointment by the University except on the grounds specified and in accordance with the procedure laid down in Clause (1),(2),(3),(4),(5), and (6) of Statute 27 (reproduced below):

"(1) Where there is an allegation of misconduct against a teacher, or a member of the academic staff, the Vice Chancellor may, if he thinks fit, by order in writing, place the teacher under suspension and shall forthwith report to the Executive Council the circumstances in which the order was made:

Provided that the Executive Council may, if it is of the opinion, that the circumstances of the case do not warrant the suspension of the teacher or a member of academic staff, revoke such order.

- (2) Notwithstanding anything contained in the terms of his contract of service or of his appointment, the Executive Council shall be entitled to remove a teacher or a member of the academic staff on the ground of misconduct.
- (3) Save as aforesaid the Executive Council shall not be entitled to remove a teacher or a member of the academic staff except for good cause and after giving three months' notice in writing or on payment of three months' salary in lieu of notice.
- (4) No teacher or a member of the academic staff shall be removed under Clause (2) or under Clause (3) until he has been given a reasonable opportunity of showing cause against the action proposed to be taken in regard to him.
- (5). The removal of a teacher or a member of the academic staff shall require a two-thirds majority of the members of the Executive Council present and voting.
- (6) The removal of a teacher or a member of the academic staff shall take effect from the date on which the order of removal is made:

Provided that where a teacher or a member of the academic staff is under suspension at the time of his removal, the removal shall take effect from the date on which he was placed under suspension. "

- (7) Any dispute arising out of this contract shall be settled in accordance with the provisions of Clause (2) of Section 30 of the University of Hyderabad Act, 1974. (reproduced below):

"Any dispute arising out of a contract between the University and any employee shall, at the request of the employee, be referred to a Tribunal of Arbitration consisting of

one member appointed by the Executive Council, one member nominated by the employee concerned and an umpire appointed by the Visitor. The decision of the Tribunal shall be final, and no suit shall lie in any civil court in respect of the matters decided by the Tribunal. Every such request shall be deemed to be a submission to arbitration, upon the terms of this section, within the meaning of the Arbitration Act, 1940."

- (8) The teacher may at any time, terminate his engagement by giving the Executive Council three months' notice in writing or on payment to the University of three months salary in lieu thereof, provided that the Executive Council may waive the requirement of notice at its discretion.
- (9) On the termination of this engagement, from whatever cause, teacher shall deliver up to the University all books, apparatus, records and such other articles belonging to the University as may be due from him.

In witness whereof the parties hereto affix their hands and seal.

Signature:

Designation:

In the presence of:

1. Signature
Designation

2. Signature:
Designation

Signed and sealed on behalf of the University under the authority of the Executive Council by:

Signature:

Designation:

In the presence of:

1. Signature
Designation

2. Signature
Designation

CHAPTER XVI

LEAVE RULES APPLICABLE TO TEACHERS

(A) - Permanent Teachers

KINDS OF LEAVE ADMISSIBLE:

1. The following kinds of leave would be admissible to permanent teachers:

- i) Leave treated as duty
 - Casual leave
 - Special Casual leave
 - Duty leave
- ii) Leave earned by duty
 - Earned leave
 - Half pay leave
 - Commuted leave
- iii) Leave not earned by duty
 - Extraordinary leave
 - Leave not due
- iv) Leave not debited to leave account
 - a. Leave for academic pursuits:
 - Study Leave
 - Sabbatical Leave
 - b. Leave on grounds of health:
 - Maternity leave
 - Quarantine leave

The Executive Council may, in exceptional cases, grant, for the reasons to be recorded, any other kind of leave, subject to such terms and conditions as it may deem fit to impose.

CASUAL LEAVE

2. (i) Casual leave is not earned by duty. Total casual leave granted to a teacher shall not exceed eight (8) days in a calendar year.
- (ii) Casual leave cannot be combined with any other kind of leave except special casual leave. It may be combined with holidays including Sundays. Holidays or Sundays falling within the period of casual leave shall not be counted as casual leave.

SPECIAL CASUAL LEAVE

- 3 (i) Special casual leave not exceeding ten days in a calendar year may be granted to a teacher:

- a. to conduct examination of a University, Public Service Commission, Board of Examination or other similar bodies/institutes;
- b. to inspect academic institutions attached to a Statutory Board etc;

Note: In computing the ten (10) days leave admissible, the days of actual journey, if any, to and from the places where such conference/activity takes place, will be excluded.

- (ii) In addition, special casual leave to the extent mentioned below may also be granted:

- a. to undergo sterilization operation (Vasectomy or Salpingectomy) under Family Planning programme. Leave in this case will be restricted to six (6) working days.
- b. to a female teacher who undergoes non-puerperal sterilization. Leave in this case will be restricted to 14 (fourteen) days.

- iii) Special casual leave cannot be accumulated nor can it be combined with any other kind of leave except casual leave. It may be granted in combination with holidays or vacation.

DUTY LEAVE

4. (i) Duty leave may be granted for:-

- a. attending conferences, congresses, symposia and seminars on behalf of the University or with the permission of the University;
- b. delivering lectures in Institutions and Universities at the invitation of such Institutions or Universities received by this University and accepted by the Vice Chancellor;
- c. working in another Indian or foreign University, any other agency, institution or organisation when so deputed by the University, or for performing any other duty for the University;

- d. participating in a delegation or working on a Committee appointed by the Government of India, State Government, the University Grants Commission, a sister University or any other Academic body, and
 - e) for performing any other duty for the University.
- (ii) The duration of leave should be such as may be considered necessary by the sanctioning authority on each occasion.
 - (iii) The leave may be granted on full pay. Provided that if the teacher receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he/she may be sanctioned duty leave on reduced pay and allowances.
 - (iv) Duty leave may be combined with earned leave, half pay leave or extraordinary leave.

EARNED LEAVE

5. (i) Earned leave admissible to a teacher shall be:
- a. 1/30 of actual service including vacation; plus
 - b. 1/3rd of the period, if any, during which she/he is required to perform duty during vacation.
 - c. 1/3rd of curtailed vacation of two (2) weeks

Note:

For the purpose of computation of period of actual service, all periods of leave except casual, special casual and duty leave shall be excluded.

- (ii) Earned leave at the credit of a teacher shall not accumulate beyond 300 days. The maximum earned leave that may be sanctioned at a time shall not exceed 60 days. Earned leave exceeding 60 days may, however, be sanctioned in the case of higher study or training or leave on medical certificate or when the entire leave or a portion thereof is spent outside India.

Note:

1. When a teacher combines vacation with earned leave the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.
2. In cases where only a portion of the leave is spent outside India, the grant of leave in excess of 120 days shall be subject to the condition that the portion of the leave spent in India shall not in the aggregate exceed 120 days.

6. HALF PAY LEAVE

Half Pay Leave admissible to a permanent teacher shall be 20 days for each completed year of service. Such leave may be granted on medical certificate, private affairs or for academic purposes.

Half pay leave shall not be granted to a teacher for availing a Fellowship, or any Visiting assignment with honorarium or stipend or salary either in India or Abroad. (Amendment approved for incorporation by the EC: 1.10.88)

Note: A "Completed year of service" means continuous service of specified duration under the University and includes periods spent on duty as well as leave including extraordinary leave.

7. COMMUTED LEAVE

Commutated leave not exceeding half the amount of half pay leave due may be granted on medical certificate to a permanent teacher subject to the following conditions:

- i) commuted leave during the entire service shall be limited to a maximum of 240 days.
- ii) when commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave due.
- iii) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days at a time. Provided that no commuted leave shall be granted under this Ordinance unless the authority competent to sanction leave has reason to believe that the teacher will return to duty on its expiry.

8. EXTRAORDINARY LEAVE

- i) A permanent teacher may be granted extraordinary leave: when
 - a. no other leave is admissible; or
 - b. no other leave is admissible and the teacher applies in writing for the grant of extraordinary leave.
- ii) Extraordinary leave shall always be without pay and allowances. Extraordinary leave shall not count for increment except in the following cases:
 - a. Leave taken on medical certificate.
 - b. Cases where the Vice Chancellor is satisfied that the leave was taken due to causes beyond the control of the teacher, such as inability to join or rejoin duty due to civil commotion or a natural calamity, provided the teacher has no other kind of leave to his/her credit;

- c. Leave taken for prosecuting higher studies; and
 - d. Leave granted to accept an invitation to a teaching post or fellowship or research-cum-teaching post or assignment for technical or academic work of extraordinary importance to be decided by the Executive Council in each case.
- iii) Extraordinary leave may be combined with any other leave except casual leave and special casual leave provided that the total period of continuous absence from duty on leave (including periods of vacation when such vacation is taken in conjunction with leave) shall not exceed three (3) years, except in cases where leave is taken on medical certificate. The total period of absence from duty shall in no case exceed five year in the full working life of the individual teacher.

The authority empowered to grant leave may commute retrospectively period of absence without leave into extraordinary leave.

(Amendment approved by the EC: _____).

Note I:

1. Ordinarily EOL of 6 months or more be not permitted unless the teacher has put in at least 2 years of service in the University.
2. A Teacher may be sanctioned Extraordinary Leave not exceeding one year for every 5 years of service put in by him/her. This may be relaxed in the case of those who are awarded Fellowships to go abroad for a specified period.
3. No teacher be sanctioned more than 2 years of leave (all kinds of leave put together at a time).

The above guidelines will not be applicable to Study leave.(Approved by the Executive Council dt: 3.1.87)

Note II:

1. The Executive Council decided that extraordinary leave granted to teachers selected for award of Commonwealth Scholarship/Fellowship, Fulbright Scholarship/Fellowship U.G.C. Career Award, U.G.C., Research Scientist Award and U.G.C., Fellowship will count for increments.

9. LEAVE NOT DUE:

- (i) Leave not due may, at the discretion of the Vice Chancellor, be granted to a permanent teacher for a period not exceeding 360 days during the entire service, out of which not more than 90 days at a time and 180 days in all may be otherwise than on medical certificate. Such leave shall be debited against the half pay leave earned by him/her subsequently.
- (ii) 'Leave not due' shall not be granted unless the Vice Chancellor is satisfied that as far as can reasonably be foreseen, the teacher will return to duty on the expiry of the leave and earn the leave granted.
- (iii) A teacher to whom 'Leave not due' is granted shall not be permitted to tender her/his resignation from service so long as the debit balance in her/his leave account is not wiped off by active service, or she/he refunds the amount paid to her/him as pay and allowances for the period not so earned. In a case where retirement is unavoidable on account of reason of ill health incapacitating the teacher for further service, refund of leave salary for the period of leave to be earned may be waived by the Executive Council.

Provided further that the Executive Council may, in any other exceptional case waive, for reasons to be recorded, the refund of leave salary for the period of leave still to be earned.

10. STUDY LEAVE:

- (i) 'Study leave' may be granted to a permanent whole-time teacher (other than a Professor of the University) after a minimum of 3 years continuous service in the University, to pursue a special line of study or research directly related to her/his work in the University, or to make a special study of the various aspects of the University Organisation and methods of education giving full plan of work".

The paid period of 'Study Leave' should be for three (3) years, but two (2) years may be given in the first instance, extendable by one more year, if there is adequate progress as reported by the Research Guide. Care should be taken that the number of teachers given study leave, does not exceed the stipulated percentage of teachers in any department. Provided that the Executive Council may, in the special circumstances of a case, waive the condition of five years service being continuous.

Explanation:

In computing the length of service, the time during which a person was on probation or engaged as a research assistant may be reckoned provided:

- a. the person is a teacher on the date of the application; and
- b. there is no break in service.

- (ii) Study Leave shall be granted on the recommendation of the concerned Head of the Department. The leave shall not be granted for more than three (3) years in one spell, save in very exceptional cases in which the Executive Council is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the University.
- (iii) Study leave shall not be granted to a teacher who is due to retire within five (5) years of the date on which he/she is expected to return to duty after the expiry of study leave.
- (iv) Study leave may be granted not more than twice during one's career. However, the maximum of study leave admissible during the entire service should not exceed five (5) years.
- (v) No teacher who has been granted Study Leave shall be permitted to alter substantially the course of study or the programme of research without the permission of the Executive Council. When the Course of study falls short of the Study Leave sanctioned, the teacher shall resume duty on the conclusion of the course of study unless the previous approval of the Executive Council to treat the period of shortfall as Extraordinary leave has been obtained.
- (vi) Subject to the provisions of sub-clauses (vii) and (viii) below, study leave may be granted on full pay up to two years extendable by one year at the discretion of the University.
- (vii) The amount of scholarship, fellowship or other financial assistance that a teacher, granted study leave, has been awarded will not preclude his/her being granted study leave with pay and allowances but the scholarship, etc., so received shall be taken into account in determining the pay and allowance on which the study leave may be granted. The Foreign scholarship/fellowship would be offset against pay only if the fellowship is above a specified amount, which is to be determined from time to time, based on the cost of living for a family in the country in which the study is to be undertaken. In the case of an Indian Fellowship, which exceeds the salary of the teacher, the salary would be forfeited.
- (viii) Subject to the maximum period of absence from duty on leave not exceeding three years, study leave may be combined with earned leave, half-pay leave, extraordinary leave or vacation, provided that the earned leave at the credit of the teacher shall be availed of at the discretion of the teacher. A teacher who is selected to a higher post during study leave, will be placed in that position and get the higher scale only after joining the post.
- (ix) A teacher granted study leave shall on his/her return and re-joining the service of the University may be eligible to the benefit of the annual increment(s) which he/she would have earned in the course of time if he/she had not proceeded on study leave. No teacher shall however, be eligible to receive arrears of increments.

- (x) Study leave shall count as service for pension/contributory provident fund, provided the teacher joins the University on the expiry of his/her study leave.
- (xi) Study leave granted to a teacher shall be deemed to be cancelled in case it is not availed of within 12 months of its sanction.

Provided that where study leave granted has been so cancelled, the teacher may apply again for such leave.
- (xii) A teacher availing himself/herself of study leave shall undertake that he/she shall serve the university for a continuous period of at least three years to be calculated from the date of his/her resuming duty after expiry of the study leave.
- (xiii) After the leave has been sanctioned, the teacher shall, before availing himself/herself of the leave, execute a bond in favour of the university, binding himself/herself for the due fulfillment of the conditions laid down in sub-clause (xiii) and (xiv) above and given security of immovable property to the satisfaction of the Finance Officer/Treasurer or a fidelity bond of an insurance company or a guarantee by a scheduled bank or furnish security of two permanent teachers for the amount which might become refundable to the university in accordance with subclause (xiv) above.
- (xiv) The teacher shall submit to the Registrar, six monthly reports of progress in his/her studies from his/her supervisor or the Head of the Institution. This report shall reach the Registrar within one month of the expiry of every six months of the study leave. If the report does not reach the Registrar within the specified time, the payment of leave salary may be deferred till the receipt of such report.

11. SABBATICAL LEAVE:

- (i) Permanent, whole-time teachers of the university who have completed seven years of service as Lecturer(Selection Grade)/Reader or Professor, may be granted sabbatical leave to undertake study or research or other academic pursuit solely for the object of increasing their proficiency and usefulness to the University and higher education system.
- ii) The duration of leave shall not exceed one year at a time and two years in the entire career of a teacher.
- iii) A teacher who has availed himself/herself of study leave, would not be entitled to the sabbatical leave.

Provided further that sabbatical leave shall not be granted until after the expiry of five years from the date of the teacher's return from previous study leave or any other kind of training programme.

- iv) A teacher shall, during the period of sabbatical leave, be paid full pay and allowances (subject to the prescribed conditions being fulfilled) at the rates applicable to him/her immediately prior to his/her proceeding on sabbatical leave.
 - v) A teacher on sabbatical leave shall not take up during the period of that leave, any regular appointment under another organisation in India or abroad. He/She may, however, be allowed to accept a fellowship or a research scholarship or ad hoc teaching and research assignment with honorarium or any other form of assistance, other than regular employment in an institution of advanced studies, provided that in such cases the Executive Council may, if it so desired, sanction sabbatical leave on reduced pay and allowances.
 - vi) During the period of sabbatical leave, the teacher shall be allowed to draw the increment on the due date. The period of leave shall also count as service for purposes of pension/contributory provident fund, provided that the teacher rejoins the University on the expiry of his/her leave.
-

Note-I: The programme to be followed during sabbatical leave shall be submitted to the University for approval along with the application for grant of leave.

Note-II: On return from leave, the teacher shall report to the University the nature of studies, research or other work undertaken during the period of leave.

12. MATERNITY LEAVE:

- (i) Maternity leave on full pay may be granted to a woman teacher for a period not exceeding 135 days, to be availed of twice in the entire career. Maternity leave may also be granted in case of miscarriage including abortion, subject to the condition that the total leave granted in respect of this to a woman teacher in her career is not more than 45 days, and the application for leave is supported by a medical certificate.
- (ii) Maternity leave may be combined with earned leave, half pay leave or extraordinary leave but any leave applied for in continuation of maternity leave may be granted if the request is supported by a medical certificate.

13. PATERNITY LEAVE:

Paternity leave of 15 days may be granted to male teachers during the confinement of their wives, provided, the limit is up to two (2) CHILDREN.

14. ADOPTION LEAVE:

Adoption leave may be provided as per the rules of the Central Government.

15. DUTY LEAVE:

Duty leave should be given also for attending meetings in the UGC, DST etc. Where a teacher is invited to share expertise with academic bodies, government or NGO.

(B) TEACHERS APPOINTED ON PROBATION

A teacher appointed as a probationer against a substantive vacancy and with definite terms of probation shall during the period of probation be granted leave which would be admissible to him if he held his post substantively otherwise than on probation. If for any reason it is proposed to terminate the services of a probationer, any leave granted to him should not extend beyond the date on which the probationary period expires or any earlier date on which his services are terminated by the orders of the Executive Council. On the other hand, a teacher appointed on probation' to a post, not substantively vacant, to assess his suitability to the post, shall until he is substantively confirmed, be treated as a temporary teacher for purposes of grant of leave. If a person in the permanent service of the University is appointed 'on probation' to a higher post he shall not, during probation, be deprived of the benefit of leave rules applicable to his permanent post.

(C) TEMPORARY TEACHERS

Temporary teachers shall be governed by the provisions of part (A) of these Ordinances subject to the following conditions and exceptions:

a. Earned Leave -

- i) A temporary teacher shall be entitled to earned leave as a permanent teacher except that in respect of the first year of his service he shall be entitled to earned leave as follows:

1. 1/60th of the period of actual service plus
2. 1/3rd of the period, if any, during which he is required to perform duty during vacation.

- (ii) A temporary teacher appointed without interruption of duty substantively to a permanent post will be credited with the earned leave which would have been

admissible if his previous duty had been in permanent employ, diminished by any earned leave already taken. Leave is not interruption of duty for the purpose of this Ordinance.

b) Half pay leave -

No half pay leave -

No half pay leave may be granted to a temporary teacher unless the authority competent to sanction leave has reason to believe that the teacher will return to duty on the expiry of such leave.

c) Commuted leave -

Temporary teachers shall not be entitled to commute any portion of the half pay leave.

d) Extraordinary leave -

In the case of a temporary teacher the duration of extraordinary leave on any occasion shall not exceed the following limits:

- i) Three months at a time;
- ii) Six months in cases where the teacher has completed three years continuous service and the leave application is supported by a medical certificate;
- iii) Eighteen months where the teacher is undergoing treatment in a recognised hospital for tuberculosis, cancer or leprosy.
- iv) (1) 24 months in cases where the leave is required for prosecuting studies, certified to be in the University interest, provided that the teacher has completed three years' continuous service on the date of commencement of extraordinary leave. In cases, where this condition is not satisfied, extraordinary leave to this extent may be sanctioned in continuation of any other kind of leave due and applied for (including) three months extraordinary leave under (i) above, if the teacher completes three years continuous service on the date of expiry of such leave.
- (2) When a temporary teacher fails to resume duty on the expiry of the maximum period of extraordinary leave granted to him or where a teacher who is granted a lesser amount of leave remains absent from duty for any period which together with the extraordinary leave granted exceeds the limit up to which he could have been granted such leave under (1) above, he shall unless the Executive Council, in view of the exceptional circumstances of the case otherwise determines, be deemed to

have resigned his appointment and shall accordingly cease to be in the University employ.

e) Leave not due , study leave and sabbatical leave -

Temporary teachers shall not be entitled for the grant of leave not due, study leave and sabbatical leave.

f) Vacation -

- (i) A teacher who is appointed as a temporary measure, shall be entitled to pay for the following summer vacation only if he joined duty within two months of the beginning of the academic year and has worked continuously and satisfactorily from the date of joining up to the last working day of the session.
- (ii) In other cases, the vacation salary may be paid to the teacher, if the temporary appointment continues for a part or whole of the next academic year and the teacher joins on the opening day and has also served on the last working day before the vacation.

(D) Teachers appointed on Contract:

- 17. Teachers appointed on contract will be granted leave in accordance with the terms of the contract.

(E) GENERAL CONDITIONS

18. (1) Leave - how earned:

Leave is earned by duty only. The period spent in foreign service counts as duty if contribution towards leave salary is paid for such period.

(2) Right to leave:

- a. Leave cannot be claimed as a matter of right. Leave of any kind may be refused or revoked by the competent authority empowered to grant it without assigning any reason(s), if that authority considers such action to be in the interest of the University.
- b. No leave shall be granted to a teacher whom a competent authority has decided to dismiss, remove or compulsorily retire from service nor shall any leave be granted to a teacher when he is under suspension.

(3) Maximum period of absence from duty on leave:

- a. No teacher shall be granted leave of any kind for a continuous period exceeding five years.
- b. Where a teacher does not resume duty after remaining on leave for a continuous period of five years or where a teacher after the expiry of his leave remains absent from duty, otherwise than on foreign service or on account of suspension, for any period which together with the period of leave granted to him exceeds five years, he shall unless the Executive Council in view of the exceptional circumstances of the case otherwise determines, be removed from service after following the prescribed procedure.

(4) Application for leave:

Leave should always be applied for in advance and the sanction of the competent authority obtained before it is availed of except in cases of emergency and for satisfactory reasons.

(5) Commencement and termination of leave:

- a. Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day the teacher resumes his duty.
- b. Sundays and other recognised holidays may be prefixed and/or suffixed to leave with the permission of the authority competent to sanction the leave, vacation may be combined with leave subject to the provisions of Ordinances 5,8 and 14.

(6) Rejoining of duty before the expiry of the leave:

- a. A teacher on leave may not return to duty before the expiry of the period of leave granted to him unless he is permitted to do so by the authority which sanctioned him the leave.
- b. Notwithstanding anything contained in (a) above a teacher on leave preparatory to retirement shall be precluded from withdrawing his request for permission to retire and from returning to duty, save with the consent of the Executive Council.

(7) Leave on medical grounds to be supported by medical certificate:

A teacher who applies for leave on medical grounds shall support his application with a medical certificate from an authorised medical officer of the University or where no such Medical Officer has been appointed, from a Registered Medical Practitioner. The authority competent to sanction leave may, however, require the applicant to appear before a Medical Board. Leave or extension of leave on medical certificate shall not be granted beyond the date on

which a teacher is pronounced by a Medical Officer or Board to be permanently incapacitated for further service.

(8) Rejoining duty on return from leave on medical grounds:

No teacher who has been granted leave (other than Casual Leave) on medical certificate shall be allowed to return to duty without producing a medical certificate of fitness.

(9) Employment during leave:

A teacher on leave shall not, without the written permission of the University, engage directly or indirectly in any trade or business whatsoever or in any private tuition or other work to which any emolument or honorarium is attached; but this prohibition shall not apply to work undertaken in connection with the examination of a University, Public Service Commission, Board of Education or similar Bodies/Institutions or to any literary work or publication or radio or extension lectures or with the permission of the Vice Chancellor, to any other academic work.

The leave salary of a teacher who is permitted to take up any employment during leave shall be subject to such restrictions as the Executive Council may prescribe.

(10) Absence without leave or over stayal of leave:

A teacher who absents himself without leave or remains absent without leave after the expiry of the leave granted to him, shall be entitled to no leave allowance or salary for the period of such absence. Such period shall be debited against his leave account as leave without pay unless his leave is extended by the authority empowered to grant the leave. Willful absence from duty may be treated as misconduct.

(11) Leave beyond the date of retirement:

- (a) No leave shall be granted beyond the date on which a teacher must compulsorily retire. Provided that if, in sufficient time before the date of retirement on superannuation, a teacher has been in the interest of the University, denied in whole or in part any leave which was due to him and applied for as preparatory to retirement, then he may be granted after the date of retirement, the amount of earned leave due to him on the date of superannuation subject to a maximum of 120 days. This limit may be extended up to 180 days if the entire leave or any portion thereof is spent outside India.

Provided that when earned leave exceeding 120 days is granted under this Ordinance, the period of such leave spent in India shall not in the aggregate exceed 120 days. The leave so granted including the leave granted to him between the date from which the leave preparatory to retirement was to commence and the date of retirement, shall not exceed the amount of leave preparatory to retirement actually denied; the half pay leave, if any, applied for as preparatory to retirement and denied in the exigencies of the University service may be exchanged with earned leave to the extent such leave was earned between the date from which the leave preparatory to retirement was to commence and the date of retirement.

(b) Provided further that a teacher:

- i) Who after having been under suspension is re-instated within 120 or 180 days, as the case may be, preceding the date of his retirement on superannuation and was prevented by reason of having been under suspension from applying for leave preparatory to retirement, shall be allowed to avail of such leave as he was prevented from applying, subject to a maximum of 120 or 180 days as the case may be, reduced by the period between the date of reinstatement and the date of retirement.
- ii) Who attained the age of superannuation while under suspension and was thus prevented from applying for leave preparatory to retirement, shall be allowed to avail of the leave to his credit, subject to a maximum of 120 or 180 days, as the case may be, after termination of proceedings as if it had been refused as aforesaid, if in the opinion of the authority competent to order reinstatement, he has been fully exonerated and the suspension was wholly unjustified.

(12) Leave to a teacher whose services are no longer needed

(Terminal Leave):

- i) The earned leave to the extent due (but not exceeding 120 days) may be granted at the discretion of the Vice Chancellor as terminal benefit to a teacher not employed on a contract basis whose services are terminated by the University on account of retrenchment or abolition of post before his attaining the age of superannuation, even if it has not been applied for and refused in the University interest. In cases where the teacher is relieved before the expiry of the notice period, such notice or the unexpired portion thereof should run concurrently with the leave granted.
- ii) If a teacher resigns his post, he may not normally be granted either prior or subsequent to his resignation any leave. In cases, however, where the

resignation is for reasons of health or for other reasons beyond his control, earned leave at his credit, but not exceeding 120 days may be granted to him at the discretion of the Vice Chancellor. In other cases of resignation, half the amount of earned leave at his credit but not exceeding 60 days may be allowed at the discretion of the Vice Chancellor. In cases in which a prescribed period of notice is required to be given, the leave will be so granted as to cover as far as possible the period of notice required to be given.

- iii) No terminal leave shall, however, be admissible in a case of dismissal or removal from service.

13. Conversion of one kind of leave to another:

- a. At the request of the teacher concerned, the University may convert retrospectively any kind of leave including extraordinary leave into a leave of different kind which was admissible to him at the time of the leave was originally taken; but he cannot claim such conversion as a matter of right.
- b. If one kind of leave is converted into another, the amount of leave salary and the allowances admissible shall be recalculated and arrears of leave salary and allowances paid or the amount overdrawn recovered as the case may be.

14. Increment during leave:

If increment of pay falls during any leave other than casual leave, special casual leave, duty leave, or sabbatical leave, the effect of increase of pay will be given from the date the teacher resumes duty without prejudice to the normal date of his increment, except in those cases where the leave does not count for increment.

15. Leave year:

For the purpose of these Ordinances, unless otherwise specified, the term 'year' shall mean an academic year running from the commencement of the academic session to the end of the academic session.

16. Authorities empowered to sanction leave:

The authorities specified in column (2) of the table below are empowered to sanction leave to the extent shown in Column (3) thereof. Cases for sanction of leave in excess of these limits or of leave not mentioned below shall be submitted to the Executive Council. Before sanctioning the leave, the sanctioning authority shall ensure that the leave asked for is admissible and is at the credit of the teacher concerned.

Kinds of leave	Sanctioning authority	Extent of power
i) Casual Leave and Special Casual Leave to:		
Deans of Schools	Vice Chancellor	Full
Chairmen of Centres/ Heads of Departments	Dean of the School	Full
Other teachers	Chairmen of Centres/ Heads of Departments	Full
ii) Duty leave	Vice Chancellor	Up to 30 days
iii) Earned Leave, Half Pay Leave, Commutated Leave , Maternity Leave to:		
Deans of Schools	Vice Chancellor	Full
Heads of Centres/Departments & Other Teachers	Vice-Chancellor	Full
iv) E.O.L.	Vice Chancellor	Up to 90 days
v) Leave not due & Quarantine leave	Vice Chancellor	Full

17. Leave salary:

A teacher granted casual leave or special casual leave is not treated as absent from duty and his pay is not intermitted. During duty leave and sabbatical leave, a teacher will draw pay under the provisions of Ordinances 4 and 11 respectively. During other kinds of leave a teacher shall be paid leave salary as under:

A. Except as provided in Ordinances 20 (B), (C) and (D), below, employee who proceeds on earned leave or commuted leave is entitled to leave salary equal to the pay drawn immediately before proceeding on such leave.

B. Half pay leave and leave not due -

Leave salary equal to half of the amount specified against (A) above.

C. Extraordinary leave -

Not entitled to any leave salary.

D. Study leave -

As admissible under Ordinance 10 and calculated as shown above.

E. Maternity and Quarantine leave -

Pay drawn at the time of proceeding on leave subject to the provisions of Ordinances 10 and 11, payment of dearness, house rent and city compensatory allowance during leave shall be governed by the provisions of the rules regarding the payment of those allowances.

18. Making of Rules under these Ordinances.

The Vice Chancellor may make rules under these Ordinances prescribing the procedure to be followed in -

- i. making application for leave and for permission to return to duty before the expiry of the leave;
- ii. granting leave and submission of medical certificates while proceeding or returning from leave;
- iii. the payment of leave salary;
- iv. the maintenance of records of service; and
- v. the maintenance of leave accounts.

CHAPTER XVIII

ORDINANCE ON THE DUTIES AND POWERS OF THE DEAN, STUDENTS' WELFARE

(An Ordinance made under Statute 8 (5) of the Statutes of the University)

1. The Dean of Students' Welfare shall look after the general welfare of the students outside the classroom which contribute to the growth and development of their personality. He shall endeavor to promote understanding among the students of fuller realisation of their objects through fruitful intellectual, social, cultural and corporate life in the University.
2. The Dean of Students' Welfare shall assist the Vice Chancellor in all matters affecting students generally and shall exercise such powers and perform such other duties as assigned to him by the Vice Chancellor. In addition to all other duties, the Dean of Students' Welfare shall perform duties and functions in respect of the following matters:
 - i. arrangement of facilities for educational tours and excursions and participation in sports activities outside the University;
 - ii. organisation of social and cultural activities with student participation;
 - iii. organisation of student bodies in the University and their functioning;
 - iv. student-teacher relationship;
 - v. residence of students in the University and facilities to be provided to non-resident students;
 - vi. financial aid to needy students;
 - vii. securing fellowships or scholarships for further studies in the country or abroad;
 - viii. health and medical services;
 - ix. student counseling;
 - x. special arrangement to be provided, if any, to women students;
 - xi. liaison between University administration and students;
 - xii. student-information services; and
 - xiii. alumni association.

3. The Dean shall maintain essential particulars of each student from the date of his enrollment in the University.
4. The Dean of Students' Welfare, may, if necessary, communicate with the parents/guardians of the students in respect of any matter requiring assistance and cooperation of the parents/guardians.
5. The Dean will function under the control of the Vice Chancellor and will be a member of Discipline Committee and other Committees involving students and students matters.
6. The Dean shall report to the Vice Chancellor cases of students who require special attention or whose conduct and activities are not in the best interests of the University or who are not likely to profit by their continuance in the University.
7. The Dean, Students' Welfare shall be responsible for the financial transactions in which he has taken advance for conducting students activities.

8. APPOINTMENT OF DEAN, STUDENTS' WELFARE

If a person is appointed exclusively as the Dean of the Students, he shall, during the tenure of the office as the Dean of the Students' Welfare be relieved of all his duties in the concerned Departments/Schools and of other duties that he might have been entrusted with, and devote his time exclusively to the work of Dean of Students' Welfare. If a person is appointed honorarily as Dean of Student Welfare, he will draw an allowance of Rs.300/- p.m. in addition to his pay and other admissible allowance in his substantive post.

- i. Subject to his continuing as an employee of the University, the person who is appointed as the Dean of Students' Welfare, shall on the expiration of his tenure of office as Dean, Students Welfare, resume his duties in the concerned department and shall draw such salary as he would have drawn had he continued to serve in the Department;
- ii. Subject to his continuing as an employee of the University, a person shall hold office of the Dean of Student for a term of three years unless earlier relieved by the Executive Council of the University.

Provided that the Executive Council of the University may renew the appointment of a person, as the Dean of Students, for an additional term or terms.

Approved for incorporation by the E.C. - 03.01.1987.

CHAPTER XIX

ORDINANCE ON THE PROCEDURE OF APPOINTING TWO MEMBERS OF THE NON-TEACHING STAFF AS MEMBERS OF THE COURT (An Ordinance made under Statute 10 A (i) (xiii))

1. The Registrar shall maintain two separate lists of seniority of non-teaching staff, as stated below, based on the length of continuous service in the University:
 - i. Seniority list of all Group-D staff of the University in all positions taken together;
 - ii. Combined seniority list of all Group-A, B and C staff based on the length of continuous service put in these grades taken together;

Note:

Adhoc service, if any, shall not be counted for the above purpose.

2. Whenever the membership on the Court falls vacant, it shall be filled according to seniority by rotation from the respective list.
3. If two or more persons have equal length of continuous service, their interse-seniority shall be decided by their age, the senior in age being treated as the senior most.

Approved for incorporation by the E.C. - 3.1.1987.

CHAPTER XX

ORDINANCE RELATING CREATION OF POSTS, APPOINTMENT AND EMOLUMENTS OF NON-TEACHING EMPLOYEES OF THE UNIVERSITY

(An Ordinance made under Section 26 (1) (i) of the
Act & Statute 13 (2) (iii))

I. Creation of Non-Teaching posts:

1. Creation of non-teaching posts, the maximum pay of which does not exceed Rs.4400/- p.m. or such maximum pay as may be in the corresponding pay scale revised from time to time, shall be made by the Executive Council on the recommendation of the Finance Committee.

Provided that in case of necessity of urgent and unforeseen nature, the Vice Chancellor may create any post specified in rule (1) for a period not exceeding six months duration and meet the expenditure from the maintenance budget approved for the year and report the action to the Finance Committee and the Executive Council.

2. Creation of non-teaching posts, the maximum pay of which exceeds Rs.4400/- p.m. or such maximum pay as may be in the corresponding pay scale revised from time to time, shall be made by the Executive Council on the recommendation of the Finance Committee and sanction of the University Grants Commission.
3. Any post sanctioned by the University Grants Commission may be created or deemed as created with effect from the date it is sanctioned by the University Grants Commission.

II. Appointments:

1. Appointments to the posts shall be made by the Executive Council or by the Officer authorised by it for the purpose in such manner and subject to such terms and conditions as may be prescribed in this behalf by the Executive Council, and in these ordinances.

III. Methods of recruitment:

1. The following shall be the methods of recruitment to the non-teaching posts:
 - i. By direct recruitment;
 - ii. By promotion;

- iii. By appointment of employees whose services are borrowed from other organisations;
 - iv. By appointment on contract service and
 - v. Re-employment of persons who retired from service.
2. Every appointment by direct recruitment shall be made on the recommendation of the Selection Committee constituted for the purpose from time to time. Provided that adhoc appointments for a period not exceeding six months' duration may be made by the Vice-Chancellor in respect of posts, the maximum pay of which does not exceed Rs.4400/- p.m. (or such maximum pay as may be in the corresponding revised pay scale).
 3. Selection Committees for appointment to posts with maximum pay of Rs.4400/- or below (or such pay in the revised pay scale) shall be as prescribed in Schedule-I, and that exceeding Rs.4400/- shall be as prescribed in Schedule-II.
 4. The Age, Educational and other qualifications, procedure to be followed with regard to advertisements, recommendations by Selection Committees, screening of applications and related matters for appointment by direct recruitment shall be as prescribed by the Executive Council.
 5. Appointment to a post in any grade by promotion shall be made, whether in permanent or officiating capacity, from amongst employees serving in posts in the next lower grade in a service, subject to such conditions of eligibility as may be prescribed by the Executive Council.
 6. Every appointment by promotion shall be on the basis of suitability, past performance and conduct, as evident in the Annual Confidential Reports, besides due regard to seniority, on the recommendation of the Departmental Promotion Committee, constituted for the purpose from time to time.

Provided that the Departmental Promotion Committee for promotion to posts, the maximum pay of which is Rs.4400/- or below (or such maximum pay as may be in the corresponding revised pay scale) shall be appointed in the manner provided in Schedule-III and that exceeding Rs.4400/- shall be as prescribed in Schedule-IV.

IV. Emoluments:

1. The scales of pay for the posts in the various non-teaching services in the University shall be as prescribed by the University shall be as prescribed by the University from time to time, and emoluments shall be drawn at the minimum of the scale or at such higher stage as may be fixed in accordance with the rules prescribed in this behalf by the University and specified in the appointment order.

Provided that the pay scales may be revised from time to time by a general order of the University and upon such revision, every employee shall have an option, to be exercised in writing within a prescribed time limit, as to the pay scale in which he shall draw his emoluments.

2. The pay scales of non-teaching posts in the University services at the commencement of these ordinances are as given in Schedule-V.

Approved for incorporation by the E.C. - 3.1.1987.

SCHEDULE - I

- i. The constitution of the Selection Committee for appointments to non-teaching posts with the maximum pay of Rs.4400/- (or the equivalent slab in the revised scale) or below will be as follows:

- a. Pro-Vice-Chancellor, a Dean or Senior Professor
nominated by the Vice Chancellor ... Chairman
- b. Dean of the School or Head of the Section concerned
- c. Registrar
- d. Two persons who are not in the service of the University to be nominated by the Vice Chancellor for their knowledge or interest in the area with which the Selection Committee is concerned.

The Registrar will be the Convenor of the Committee.

SCHEDULE - II

- ii. The Constitution of the Selection Committee for non-teaching officers with the maximum pay exceeding Rs.4400/- (or the equivalent slab in the revised pay) be as follows:

- a. Vice Chancellor ... Chairman
- b. Two members of the Executive Council of whom at least one in the service of the University to be nominated by the Vice-Chancellor
- c. Head of the Department/Section concerned.
- d. Two persons who are not in the service of the University nominated by the Vice Chancellor, for their special knowledge or interest in the area with which the Selection is concerned. (Action of the Vice-Chancellor be reported to the Executive Council at the next meeting)
- e. Registrar ... Member Secretary

SCHEDULE - III

iii. The constitution of the Departmental Promotion Committee for promotion of non-teaching staff with the maximum pay of Rs.4400/- (or equivalent slab in the revised scale) or below be as follows:

- a. Pro-Vice Chancellor, a Dean or a Senior Professor
nominated by the Vice Chancellor Chairman
- b. Three Deans of the Schools, nominated by the Vice Chancellor
- c. Registrar
- d. Finance Officer
- e. University Engineer.

Registrar will be the Convenor of the Committee.

SCHEDULE - IV

iv. The constitution of the Departmental Promotion Committee for promotion of non-teaching officers with the maximum pay exceeding Rs.4400/- (or equivalent slab in the revised scale) be as follows:

- a. Vice Chancellor ... Chairman
- b. Three Deans of the Schools nominated by the Vice Chancellor
- c. Finance Officer
- d. University Engineer
- e. Registrar ... Member Secretary

CHAPTER XXI

ORDINANCE ON THE PROCEDURE TO BE FOLLOWED BY SELECTION COMMITTEES IN MAKING RECOMMENDATIONS FOR APPOINTMENT OF TEACHERS (An Ordinance made under Statute 20 (5))

1. The Vice Chancellor, or in his absence, the Pro-Vice Chancellor performing the duties of the Vice Chancellor shall convene and preside over the meetings of the Selection Committees.
2. A meeting of the Selection Committee shall have the quorum prescribed by the Statute.
3. The selection committee shall be informed and it shall duly take note of the terms and conditions with regard to the qualifications and other matters advertised by the University with which the Selection is concerned.
4. The screening of applications shall be made in accordance with the guidelines prescribed and appended to these Ordinances.
5. The Selection Committee shall make its recommendations from the list of candidates placed before it by the Chairman for consideration. The list may include curriculum vitae of candidates who have desired to be considered in absentia.
6. A detailed statement of all candidates eligible to be considered made in a tabular form shall be authenticated by the Registrar by his signature thereon, and placed before the selection committee together with the application or bio-data in original of each such candidate. Before the interview begins, the original certificates of qualifications, proof of age and documents in respect of any other statement made by a candidate shall be duly verified by the Registrar or an officer assigned for the purpose.
7. The Scheduled caste and Scheduled tribe candidates attending an interview shall be grouped together and interviewed first and they will be evaluated separately without comparing their performance with those of general category irrespective of whether reservation for SC and ST exists or not. After making an earnest attempt to fill up the reserved vacancies, if any of such vacancies could not be filled it shall not be carried forward for consideration in future selection.
8. A selection committee may decide its own method of evaluating the performance of candidates.

Its recommendations, when two or more candidates are selected, shall invariably be made in the order of merit. No recommendation should be made with a condition

attached to the occurrence of a future event. However, selection committee after considering a candidate for the post of Professor or Reader may, if it is of the opinion that he or she will be a good choice for the next lower position, make such recommendation.

9. If any candidate is recommended by the Selection Committee for appointment in relaxation of any of the prescribed qualifications, it shall be so stated and recorded.
10. Where the selection committee considers it fit to recommend a higher initial pay to be offered to a selected candidate, it may do so. However, pay shall not be a condition for accepting the recommendations by the Executive Council.
11. Proceedings of the Selection Committee shall be treated as confidential. Only members of the Selection Committee should be present when the selections are deliberated upon and decision recommended.
12. The selection committee recommendations when approved by the Executive Council shall remain valid for a period of one year from the date of such approval.

Approved for incorporation by EC 10.10.1987 & 1.10.88

GENERAL GUIDELINES FOR SCREENING APPLICATIONS FOR FACULTY POSITIONS

- 1.1 All applications received in the University in response to its advertisement of faculty positions (Professors, Readers, Lecturers and equivalent posts of teachers) will be sent to the Registrar's Office. Names of applicants will be serially entered with date in a register maintained for the purpose. On the last date of receipt of applications specified in the advertisement, the register will be closed by 4.00 p.m. by drawing a thick red line below the last entry of the day.

If the last day happens to be a non-working day for the office, the register be closed at the same time on the first working day following the holiday(s). (The University may mention in its advertisement that it shall not be responsible for the postal or transit delays).

- 1.2 The Registrar's Office will prepare a complete statement of applications received and entered in the register, with reference to the age, educational and other qualifications and terms and conditions specified in the advertisement. If any application on scrutiny falls short of any of the above requirement as specified in the advertisement, it shall be indicated against the name of the candidate in the remarks column.

- 2.1 The Registrar will forward the statement together with all applications mentioned therein to the Dean of the School concerned who will arrange for having them screened by a committee of not less than three members of the faculty of the School of whom at least one shall be a Professor. If the position to be filled pertains to a Department within a School, the Dean shall ensure that the majority of the Screening Committee consists of the faculty of the Department including the Head of the Department. If any faculty member of the School or Department is an applicant for the post for which the screening is being done, he or she shall not be a member in the screening process. It is desirable to associate a faculty member (in consultation with the Head) who is specialised in the subject concerned or at least from the particular stream or branch of the discipline.

- 2.2 If the faculty position pertains to a new discipline for which no other faculty member exists in the University, the screening committee may be constituted by the Vice Chancellor. If such a faculty position pertains to a Department to be established within an existing School, the Vice Chancellor may consult the Dean of the School concerned. In such a case, it is desirable to include in the screening committee, a Dean or a Head of the Department or a Professor of a cognate discipline existing in the University.

- 3.1 The screening should be done with reference to the qualifications essential and desirable, as advertised, and with reference to the terms and conditions stipulated such

as age, nationality, whether the candidate is a SC or ST, date of receipt of application, application fee of the prescribed amount etc.

3.2 The screening committee should keep the following points in view:

- a. There should be a viable number of candidates and;
- b. academically good candidates are not rejected on non-academic reasons.

3.3 If the screening committee deems it fit to recommend relaxation of any of the qualifications, then only the non-academic qualifications should be relaxed. The screening committee may also recommend raising the academic qualifications with a view to reducing the number of candidates to ensure the viability criterion.

If the post is reserved for candidates of the SC/ST categories only, admission of a non-reserved candidate will be irregular and it should be understood that relaxation is not permissible.

3.4 Where the screening committee considers it necessary to recommend relaxation of any of the qualifications, it should give the reasons in writing, and approval of the Vice Chancellor should be taken.

3.5 If the screening committee is of the view that adequate number of candidates cannot be selected from those listed and forwarded by the Registrar, it is open to the committee to call for the late applications, received if any, and select some more names from such applicants.

3.6 The screening committee may recommend the number of candidates to be called for interview on each occasion taking into consideration of the number of vacancies available or advertised and the response received.

3.7 If the screening committee is of the opinion that the candidates eligible are small in number for a worthwhile selection, it may recommend re-advertisement of the post(s) or give such other recommendation that it deems proper.

CHAPTER XXII

ORDINANCE ON EMOLUMENTS, TERMS AND CONDITIONS OF SERVICE ETC., OF THE PRO-VICE-CHANCELLOR (An ordinance made under Statute 3 (3))

1. The Pro-Vice Chancellor shall be appointed in the manner laid down by the Statutes.
2. (a) The salary of the Pro-Vice Chancellor shall be as fixed by the Executive Council. The University shall provide him with unfurnished residential accommodation for which he will pay rent at the usual rate. The grounds of the Pro-Vice Chancellor's lodging will be maintained by the University.

(b) The Pro-Vice Chancellor shall be entitled to the benefits of the University Provident Fund in accordance with Statute 41 and will also be entitled to Dearness Allowance, City Compensatory Allowance and other Allowances as are admissible to the University employees from time to time.

Provided that if a person already in service of the University is appointed as Pro-Vice-Chancellor his service as Pro-Vice-Chancellor, for the purposes of Statute 41 will be treated as continuous till the date he vacates office as Pro-Vice Chancellor.

3. If a person already in the service of the University is appointed as Pro-Vice-Chancellor, he will be entitled to continue to subscribe to the Provident Fund in accordance with Statute 41, provided that the salary for purposes of subscription and contribution of the University shall be the salary he would have drawn but for his appointment as Pro-Vice Chancellor.
4. (i) The Pro-Vice Chancellor shall be entitled to leave on full pay for 1/11th of the period spent on active service.

(ii) In addition to the leave noted in sub-clause (1) the Pro-Vice-Chancellor shall be entitled in case of illness or on account of private affairs to leave on half pay for a period not exceeding 15 days in a year, provided that if a person already in service of the University is appointed as Pro-Vice Chancellor he may be allowed to avail himself of any leave at his credit (Half pay leave or earned leave) before his appointment as Pro-Vice-Chancellor in case of illness or for private affairs.

Approved for incorporation by EC dt:10.10.87

CHAPTER XXIII

ORDINANCE ON THE EMOLUMENTS, TERMS AND CONDITIONS OF SERVICE OF THE REGISTRAR (An Ordinance made under Statute 4 (2))

1. The Registrar shall be a whole-time salaried officer of the University and he shall receive pay besides allowances as admissible to the University staff, in the scale of Rs.4500-150-5700--7300 or as revised from time to time by the Executive Council. His appointment shall be for a term of five years and it may be renewed for similar terms.

Provided that in the event of the office of the Registrar being filled by obtaining the services of a person on deputation, the salary and other service conditions shall be such as may be admissible to him according to the deputation rules of his parent Govt./Department/ Institution/Service.

2. Registrar shall be provided with unfurnished University accommodation for which he shall pay rent at the usual rate.
3. Other conditions of service of the Registrar shall be as provided in the "Contract of Service of Officers" as approved by the Executive Council, subject to such other additional conditions as may be specified by the Executive Council.
4. The contract of service of the Registrar shall be signed, on behalf of the University, by the Officer performing the duties of the Registrar at that time.

Approved for incorporation by the EC - 10.10.1987.

Amended/Substituted for incorporation by EC - 2.12.1988.

CHAPTER XXIV

ORDINANCE ON THE EMOLUMENTS, TERMS AND CONDITIONS OF SERVICE OF THE FINANCE OFFICER (An Ordinance made under Statute 5 (2))

1. The Finance Officer shall be a whole-time salaried officer of the University and he shall receive pay and other allowances as admissible in the pay scale of Rs.4500-150-5700-200-7300 or as revised from time to time by the Executive Council. His appointment shall be for a term of five years and it may be renewed for similar terms.

Provided that whenever the office of the Finance Officer is filled by obtaining the services of an officer belong to the Audit & Accounts or other similar services on deputation, the salary and other similar service conditions shall be such as may be admissible to him according to the rules of deputation of the service to which he belongs.

2. The Finance Officer shall be provided with unfurnished University accommodation for which he shall pay rent at the usual rates.
3. Other terms and conditions of service of the Finance Officer shall be as prescribed in the "Contract of Service of Officers" approved by the Executive Council subject to such other additional conditions as may be specified by the Executive Council.
4. The contract of service of the Finance Officer shall be signed by the Registrar on behalf of the University.

Approved for incorporation by the EC - 10.10.1987.

Amended/Substituted for incorporation at EC - 2.12.1988.

CHAPTER XXV

ORDINANCE ON THE RESERVATION POLICY FOR SC/ST CANDIDATES IN MATTERS OF ADMISSION OF STUDENTS, APPOINTMENT OF LECTURERS AND APPOINTMENT & PROMOTION OF NON-TEACHING EMPLOYEES.

The concerned authorities of the University shall make the following reservation for the Scheduled Caste/Scheduled Tribe candidates in matters of admission of students and appointment to posts in the University. It shall be duty of the Officer, Committee or body concerned to ensure that the reservation percentage prescribed is duly observed and adhered to:

1. The following percentage of reservation of seats shall be made in all courses to which students are admitted in the University:
 - (i) 15% of seats in all courses for students belonging to Scheduled Castes;
 - (ii) 1/2 % of seats in all courses for students belonging to Scheduled Tribes;
 - (iii) Unfilled vacancies under either of the above clauses shall be interchangeable.
 - (iv) if sufficient number of SC/ST candidates are not available to fill all the reserved seats, the remaining unfilled seats shall be filled by eligible candidates from the general category.
2. The following percentage of reservation shall be made in appointment and promotion to non-teaching posts in the University:
 - (i) 15% of posts in all groups be reserved for the candidates belonging to Scheduled Castes;
 - (ii) 7 1/2 of posts in all groups be reserved for the candidates belonging to Scheduled Tribes;
 - (iii) The procedure of reservation of posts and fixation of roster points shall be as prescribed in this regard by the Government of India/University Grants Commission, from time to time.

3. The following percentage of reservation shall be made in respect of posts of Lecturers in the University:

- (i) 15% of posts shall be reserved for the candidates belonging to Scheduled Castes.
- (ii) 7 1/2% of posts shall be reserved for the candidates belonging to Scheduled Tribes.
- (iii) The procedure of advertisement of vacancies, screening of applications, interview of candidates by the Selection Committee and filling up of the vacancies shall be as per the guidelines prescribed in this behalf.

Approved for incorporation by EC - 2.12.1988

Amendment/Addition approved by EC - 4.2.1989