



(वाणिज्य महाविद्यालय, यवतमाळ ट्रस्ट रजि. क्र. ई-३२ द्वारा संचालित)

BABAJI DATEY KALA ANI VANIYA MAHAVIDYALAYA, YAVATMAL.

Shivaji Nagar, Yavatmal, Pin- 445 001 (MH)

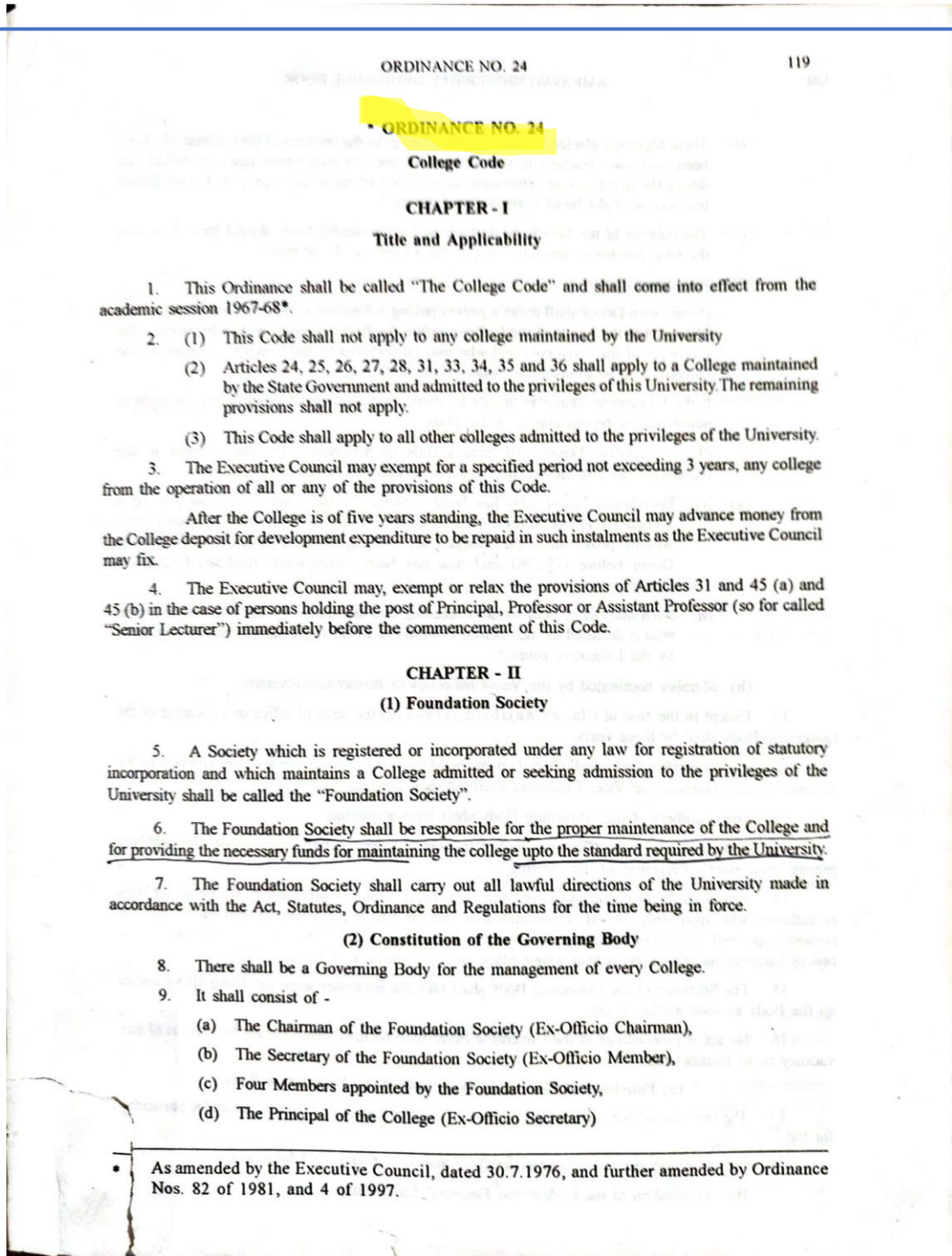
Affiliated to Sant Gadge Baba Amravati University, Amravati.

✉ principal@dateycollege.edu.in

🌐 www.dateycollege.edu.in

☎ 07232- 244053 📞 9423866402

6.2.2 The functioning of the institutional bodies is effective and efficient as visible from policies, administrative setup, appointment and service rules, procedures, etc.



- (e) Three Members elected from among themselves by the teachers of the College who have been confirmed teachers in that college for not less than seven years; provided that during the first five years after admission of the College to the University the confirmed teachers need not be of seven years standing,

The number of teachers to be elected on the Governing Body should be two in case the total number of teaching staff in the College is 15 or less ;

- (f) Foundation Donor :

(Foundation Donor shall mean a person paying a donation of not less than Rupees Fifty Thousand to the Funds of the College within the first five years of its admission to the privileges of the University and who may be declared by the Executive Council of the University to be Foundation Donor of the College);

If the Foundation Donor is unable to attend any meeting he should have the right to nominate one representative in his place;

(The Foundation Donor will have a right of nominating the one member of the Governing Body in lieu of him and not in addition to it);

- (g) (i) Foundation Donor who has been declared by the Executive council to be a Foundation Donor before 1-7-1961 or who, by virtue of his donation in accordance with the provisions of the College Code, was eligible to be declared the Foundation Donor before 1-7-1961 and who has been subsequently declared Foundation Donor;
- (ii) Such number of persons not exceeding two nominated by the Foundation Donor who is declared as such before 1-7-1961 or by his legal heirs as may be approved by the Executive council;

- (h) Member nominated by the Vice-Chancellor of Amravati University.

10. Except in the case of Clauses 9(a),(b),(d),(f) and (g) the term of office of a member of the Governing Body shall be three years.

11. The Governing Body shall elect its own Vice-Chairman from among its own members. In the absence of the Chairman the Vice- Chairman shall act as Chairman.

12. Five members of the Governing Body shall form a quorum.

13. In the absence of the Chairman and of the Vice-Chairman from any meeting, the members present shall elect a Chairman of the meeting.

14. A vacancy on the Governing Body shall be filled as soon as convenient by the person or body or authority who appointed, elected or nominated the person whose place has become vacant and the persons appointed, elected or nominated to a vacancy under 9(c), (e) and (h) shall be a member for the rest of the term for which the person whose place he fills, would have been a member.

15. The Secretary of the Governing Body shall take the necessary steps for filling all vacancies on the Body as soon as they occur.

16. No act or proceedings of the Governing Body shall be invalidated merely by reasons of any vacancy in its membership.

(3) Functions of Governing Body and of the Foundation Society

17. The Governing Body shall be responsible for the Management of the College and in particular for the -

- (a) management and regulation of the Finance, Accounts and Investments;
- (b) preparation of the Budget and Financial Statements;

- (c) institution of teaching and other posts;
and
 - (d) appointment of Teachers and other Servants of the College.
18. The Governing Body may make rules consistent with the provision of the University Act, Statutes and Ordinances with regard to-
- (a) laying down the procedure to be observed at its meetings;
 - (b) prescribing the manner in which its decision shall be given effect to;
and
 - (c) the management of the College.
19. The Governing Body shall submit to the Foundation Society not later than six months from the end of the year-
- (a) an annual report on the work of the college for the year ending 30th June;
 - (b) a Statement of the Annual Accounts for the year ending 31st March together with an Audit Report by an auditor approved by the Foundation Society;
and
 - (c) budget estimates for the ensuing year.
20. The Governing Body shall submit to the Foundation Society proposals for-
- (a) items of new expenditure not provided in the College budget exceeding Rs. 1,000/- in the case of recurring expenditure and exceeding Rs. 3,000/- in the case of non-recurring expenditure;
 - (b) institution of new teaching posts;
and
 - (c) any proposal involving liability on the Foundation Society or affecting directly or indirectly the rights of the Foundation Society or its members.
21. The Foundation Society for the proper discharge of its duties, functions and responsibilities may pass such resolutions as it may consider proper and forward the same to the Governing Body for necessary action.
22. In case it is not possible for the Governing Body to agree with the resolution or resolutions of the Foundation Society without detriment to the interest of the College, the difference may be referred to the Executive Council of the University for decision. Its decision shall be final.
23. (i) The Foundation Society or the Governing Body shall not-
- (a) without the previous approval of the Executive Council accept any donation in any form from a teacher of the College;
 - (b) by way of punishment terminate the service or reduce in pay of any teacher appointed on a written contract without holding an enquiry into the charges against the teacher.
- (ii) When any action is proposed to be taken against any teacher a statement of the charges against him shall be given in writing to the teacher, who shall have a reasonable opportunity of defending himself. The Governing Body shall then take into consideration the proceeding of the enquiry and report together with his previous service and character and come to a decision by a majority of two thirds of the members present at a meeting convened for the purpose. Such decision shall not be taken at an adjourned meeting.

CHAPTER III**The College Council and its Functions**

24. There shall be for each College, a College Council consisting of the Principal and all confirmed teachers of the College, providing that the above clause shall not apply to a college for the first two years from the date of admission and in such a college the Council shall comprise all teachers of that College.

25. The Principal and the Vice-Principal, if any, of the College shall respectively be the ex-officio President and the ex-officio Vice-President or Vice-Presidents of the Council.

26. The secretary shall be elected by the Council from amongst its members. He shall hold office for one year.

27. The Council shall meet at regular and frequent intervals :-

- (a) to discuss the progress of studies in the College,
 - (b) to bring to the notice of the College authorities the needs of the students,
 - (c) to make recommendations to the Principal or the Governing Body for improvement of the academic efficiency of the College,
 - (d) to bring to the notice of the Governing Body any matter affecting the rights and privileges of the teachers of the College as a class.
- and
- (e) to advise the Governing Body of the College and the Principal on such matters relating to the internal management of the college and discipline of its students as may be referred to from time to time.

28. Subject to the Statutes, Ordinances and Regulations of the University -

- (a) the College Council may advise the Principal and the Governing Body of College regarding the fixing of the maximum number of students to be admitted in each subject and each class and the preparation of the time-tables,
- (b) the Council's decision regarding the promotion and detention of students on the results of the College examinations shall be final.

CHAPTER IV**The Principal**

29. The Principal of the College shall be appointed by the Foundation Society.

30. The Foundation Society may appoint a Vice-Principal.

31. *Only persons with experience of University teaching upto the standard of the Bachelor's degree for a period of not less than ten years or with such other experience as may be deemed by the

*** Note :-**

In the event of an occurrence of a vacancy in the office of the Principal by reason of his transfer, resignation, proceeding on leave for a period of not less than one month, or for any reason the vacancy shall be filled in by a person qualified under the conditions prescribed in the above paragraph. Such substitute appointment shall be communicated to the Registrar by (i) the Chairman or the Secretary of the Foundation Society along with a copy of the Resolution of the Society in the case of Non-Government Colleges; and (ii) by the Director of Education or by the Director of Higher Education or by the Director of Technical Education or by any other competent authority in case of Government Colleges.

Explanation :-

If the person appointed in such vacancy happens to be a person not fulfilling the prescribed condition for recognition as Principal such person shall not be a member of the University Authorities in his ex-officio capacity as the officiating Principal.

Academic Council to be equivalent to such experience in this behalf shall be eligible for appointment as Principal of a College.

32. The scale of pay of the Principal excluding allowances shall not be less than Rs. 600-50-900. Provided that in a College of not more than five years' standing the pay of the Principal may subject to the approval of the Academic Council, be less than Rs. 600/- per month for the first five years or any part thereof. Provided further that the scales of pay of the Principal of the Post-Graduate College shall not be less than Rs. 800-50-1200 excluding allowances.

33. The Principal shall be the Executive and Academic head of the College.

34. He shall participate in the teaching work of the College.

35. Subject to the general control of the Governing Body, the Principal shall be responsible for -

(a) the admission of students and discipline of the College;

(b) receipts, expenditure and maintenance of accounts;

(c) Management of the College Library;

(d) Correspondence of the College;

and

(e) Generally the administration of the college as an institution admitted to the privileges of the University.

36. A disciplinary action taken by the Principal against any student shall be final and shall not be liable to be revised by any Body or Authority.

37. The Principal shall retire on attaining the age of sixty.

CHAPTER V

1. Selection and Appointment of Teachers

38 (1) The appointments of the teachers of a College, other than temporary teachers for a period not exceeding one academic year shall be made by the Governing Body of the College, after inviting applications for the posts by public advertisement, and after considering the recommendations of the Selection Committee as per Article 39.

The letter of appointment of a temporary teacher shall specify the period of notice of termination on each side, but it shall not be less than one month.

A temporary teacher who resigns his services after giving notice shall not be entitled to his summer vacation salary.

(2) Such teachers shall be appointed on a written contract in the form prescribed in Schedule-A.

39. (a) The selection of all teachers to be appointed on a written contract shall be made after consideration of the recommendations of a Selection Committee of three members appointed by the Governing Body (which shall include the member appointed by the Vice-Chancellor on the Governing Body). Before the Governing Body proceeds to make the appointment, a copy of the proceedings of the Committee shall be forwarded to the Vice-Chancellor of the University who may make and forward to the Governing Body such observations relating to the appointment as he may deem fit in the interest of the Academic efficiency of the University.

(b) The Selection Committee shall be of -

(i) Chairman of the Foundation Society or his nominee (Chairman),

(ii) Principal of the College (Ex-officio Member),

- (iii) Nominee of the Vice-Chancellor (Ex-officio Member),
- (iv) Head of the Department of the subject concerned or the Senior most teacher of the subject in the college (co-opted).
40. A teacher already in service whose appointment is required to be made on a written contract shall enter into such contract within three months of the commencement of this Code.
41. Appointments of Professors may be made on written contract for a specified period. Such appointment shall be terminable according to the terms of the contract between the parties. In other respect they shall be subject to the provision contained in this Ordinance.
42. @ Every college with a standing of not less than five years which provides courses upto the standard of the Bachelor's degree of the University shall have on its teaching staff each subject of such courses, atleast one Assistant Professor (Senior Lecturer) provided, that this provision shall not apply for the first five years from the affiliation of such College in a particular subject.
43. Every College which provides instructions upto the standard of the Master's degree, shall have on its teaching staff, for each subject of such course, atleast one Professor.
44. (i) A College may appoint teachers possessing a Master's degree in the subject concerned for giving instruction to students in the practical work for courses in the respective faculties. Such teachers shall be designated as Demonstrators for the purposes of this Code.
- (ii) A College may appoint teachers possessing Master's degree for tutorial work in the subject in which they hold the degree. Such teachers shall be designated as Tutors.
45. * There shall be the following grades of teachers and their qualifications shall be as follows :-
- (A) Professor: - Who shall hold atleast a Master's degree not lower than a Second Class and a research degree of the status of a Doctorate, and who shall have experience of University teaching upto the standard of the Bachelor's degree for a period of not less than ten years including experience in Post-Graduate teaching for a period of not less than five years or a senior lecturer who shall have experience of University teaching upto degree classes for a period of 15 years including experience in Post-Graduate Teaching for a period of 5 years.
- (B) A Senior Lecturer :- Who shall hold atleast a Master's degree not lower than a Second Class and who shall have experience of University teaching upto degree classes for a period of not less than five years.
- (C) Lecturer :- For under-graduate teacher-
- (i) Atleast a Second Class Master's degree of a Statutory Indian University or any degree recognised as equivalent thereto with all or atleast 75 % papers in the subject concerned;
- OR
- (ii) A Doctorate Degree in the subject :
- Provided further that, a person having Master's degree in English with Third Division and a Diploma in Teaching of English from the Nagpur University will be qualified for a Lecturer in English for degree classes.

@ The operation of the Clause 42 effective from the session 1969-70.
* That the condition of five years teaching experience be relaxed to four years for those teachers in the Faculty of Medicine who join the Military Services to respect the call of the nation (Accepted by the Academic council, dated 25-6-1966).

Provided further that, for appointment of a Lecturer in *Tabla* the minimum qualifications shall be Matriculation with *M.Mus.in Tabla* in *Second Division*.

- (D) Tutor and Demonstrator :- Who shall hold atleast a *Master's Degree*.
- (E) Supervisor in Social Work:- Who shall hold *Post-Graduate Diploma or Degree in Social Work*.
- (F) Librarian :
- (i) A Graduate with degree in *Library Science* in case of a *College* admitted to the privileges of the University for *Post- Graduate Teaching* in the scale of pay of not less than Rs. 160- 10-330.
 - (ii) A Graduate with a *Diploma in Library Science* for other *Colleges* in the scale of pay of not less than Rs. 120-8-160-EB- 10-250.
 - (iii) Holder of a *Certificate in Library Science* or *Junior Diploma in Library Science* for the first ten years of existence of *College* in the scale of pay of not less than Rs. 80-5-130-EB- 8-170.
- (G) Physical Education Teachers :
- (i) A graduate of a recognised University with the *Post-Graduate Diploma in Physical Education (Full term)* of Nagpur University or any *Diploma or Degree in Physical Education* of an Institution of Physical Education recognised by an Indian University Grants Commission or State Government and considered as equivalent thereto in the scale of pay of not less than Rs. 150-10-250-EB- 15-400.
 - (ii) Under-Graduate with *Diploma in Physical Education* of recognised University or Institute in the scale of pay of not less than Rs. 80-5-130-EB-8-170.

2. Conditions of Service of Teachers.

46. The scale of pay of teachers excluding allowances shall be not less than the following, viz.-

- | | | |
|--|------|---------------------------|
| (a) Professor | | Rs. 400-25-700. |
| (b) Senior Lecturer | | Rs. 300-25-600. |
| (c) Lecturer | | Rs. 200-15-320-EB-20-500. |
| (d) Tutor, Demonstrator and Supervisor
in Social Work | | Rs.150- 10-200. |

In addition to the above scales of pay the teachers (including tutors and Demonstrators) shall be entitled with effect from 1-7- 1967 for (i) House Rent Allowance and (ii) Compensatory Local Allowance at rates and places sanctioned by the Government from time to time.

Provided firstly that a Tutor or Demonstrator who has obtained a Third Division in a Post-Graduate Examination of Amravati University and who has put in not less than two academic years service in the University or in a College affiliated to the University may be granted a certificate that he has become eligible for appointment as a lecturer in that subject in the University or in a college affiliated to the University.

Provided he appears at the Post-Graduate Examination in the same subject on payment of the fees prescribed for that examination and obtains not less than 48 per cent of the aggregate marks in Part I and Part II of the examination.

Provided further that in the case of a subject where laboratory work is required for the examination, he shall have attended a full course of laboratory instructions in that subject in a Department

of the University or in a College affiliated to the University and shall have submitted certificate to that effect signed by the Head of the Department or Principal of the college.

Provided further that such person shall not be allowed to take each of the examination of Part-I and Part-II for more than two times and he shall not be eligible for admission to the Post-Graduate Degree a second time.

47. Tutors and Demonstrators shall not be given any lecturing work.

48. (1) A teacher shall be entitled to get leave in accordance with the rules made by the Governing body, provided that a teacher who is appointed on a written contract shall be entitled to-

- (a) Casual leave of not less than ten days during an academic year,
- (b) leave on average pay for not less than ten days for every completed twelve months on duty,
- (c) leave on average pay for one-third of the period for which he has worked during the Summer Vacation in the case of a teacher who is entitled to such vacation and who is required by the College authorities to work during it,
- (d) leave on average pay on medical certificate for not less than one month for every completed twelve months on duty, subject to a maximum period of twelve months,
- (e) maternity leave (for lady- teachers) for not more than three months (of which atleast six weeks shall be after delivery), provided that such leave shall not be granted at interval of less than three years and not more than thrice during the whole service.

Provided that leave under clause (b),(c) and (d) may be accumulated, but leave on average pay may not be granted for more than thirty days at a time and leave on medical certificate may not be granted for more than three months at a time.

Provided further that leave on Medical Certificate may be granted on-half average pay for such further periods as the Governing Body may consider necessary one-half period of such leave shall be counted for the purpose of clause (d).

(2) Leave cannot be claimed as of right. It may be granted taking into consideration the exigencies of the college.

Provided that a teacher attending a meeting of the University Authorities, Bodies or of Committees appointed by the University or by the Maharashtra State Board of Secondary and Higher Secondary Education or by the Government may be treated on duty.

Provided further that if any matter is not specifically prescribed by this Ordinance No.24 shall be in accordance with the provisions contained in Ordinance No. 122, and in accordance with the Statute 'Implementation of U.G.C. Revised Pay Scales for University Teachers Statute 1979.'

49. In calculating the period of service of a teacher for any purpose, service shall be counted from the date of his appointment under the agreement in writing executed in accordance with Paragraph 38. The period of College Vacations shall count as periods spent on duty.

50. Any person specified in clause 45 holding a temporary appointment, who has been in the service of the college for a full academic year shall be entitled to full pay for the ensuing vacation. If such person is in service of the college for less than full academic year but for more than three months he shall be entitled to salary for the ensuing vacation in the same proportion as the number of days of his service bears to the total number of days in the academic year.

Provided that such person shall not be entitled to any pay for the Summer Vacation when he is officiating in place of another person on leave entitled to draw pay for the said vacation.

Provided also that such person shall not be entitled for such proportionate salary if he leaves the services of his own accord or if he is drawing salary for the same period from any other source.

Provided further that he does not draw any salary from any other source during the period of summer vacation for which he is entitled to the vacation salary.

51. The Governing Body shall-

- (a) maintain Provident Fund for the benefit of the teachers appointed on a written contract;
- (b) credit to the account of each permanent teacher a monthly contribution of ten per cent of his monthly pay.
- (c) deduct from his monthly pay ten per cent of the pay and credit it to his account in the Fund;
- (d) make rules for the management of the Fund, which shall be subject to the approval of the Executive Council of the University. In lieu of the contribution of the Governing Body and at option of a teacher, the Governing Body shall pay the premium, in whole or in part, for such life insurance policy as may be selected by him.

52. On the application of a teacher, and Class-III, and Class-IV Non-teaching employee of the college, aggrieved by any decision of Governing Body, the Executive Council may cause an enquiry to be made and may make such order as it may deem fit and the Governing Body shall comply with it within such time as the Executive Council may fix.

SCHEDULE-A

Agreement with Members of Staff in Affiliated Colleges.

Agreement made this _____ day of _____ 19 _____ between the _____ of the first party and the Governing Body of the _____ College, through its Chairman/Secretary of the Second Part.

Whereas the College has engaged the party of the First Part to serve the college as _____ subject to the conditions and upon the terms hereinafter contained. Now this agreement witnesseth that the party of the First Part and the college hereby contract and agree as follows :-

1. That agreement shall begin from the _____ day of _____ 19 _____ and shall be determinable as hereinafter provided.

2. That the party of the first part is employed in the first instance, on probation for a period of one year and shall be paid monthly salary of Rs. _____ the period of probation may be extended by such further period as the party of the second part may deem fit, but the total period of probation shall, in no case, exceed two years.

Provided during the probation period, of the benefit of normal increment which falls due after completion of one year's service is given.

3. That the party of the first part shall be entitled to the benefit of the Provident Fund in accordance with the provision laid down by the College in this connection.

4. That the age of superannuation will be sixty years, the actual time of retirement for the party of the first part to be last day of the academic year in which he attains the age of sixty.

Provided that the Academic Council may, on the recommendation of the Governing Body, sanction extension for one year at a time upto the age of 65 years or for five such extensions at the most.

5. That the party of the first part shall be entitled to leave in accordance with the rules for the time being in force in the Institution.

6. That the party of the first part shall devote his whole time to the duties of his appointment and shall not engage, directly or indirectly, in any trade or business, or without the sanction of the Chairman of the Governing Body, take up any occupation which in his opinion is likely to interfere with the duties of his appointment.

7. That the party of the first part shall, in addition to the ordinary duties, perform such duties as may be entrusted to him by the Principal in connection with the social, intellectual or athletic activities of the college.

8. After confirmation the services of the party of the first part can be terminated only on the following grounds:-

- (a) Wilful and persistent neglect of duty,
- (b) Misconduct,
- (c) Breach of any of the terms of the contract,
- (d) Physical or mental unfitness,
- (e) Incompetence,
- (f) Abolition of the posts.

Provided firstly, that the plea of incompetence shall not be used against the party of the first part after he has served the part of the second part for five years or more.

Provided secondly, the services of the party of the first part shall not be terminated under clause (c) or (f) without the previous approval of Amravati University.

9. Except when termination of service has taken place under sub- clause (a) or (b) of clause (8), neither the party of the first part nor the party of the second part shall terminate this agreement except by giving to the other party three calendar months notice in writing or by paying to the other party a sum equivalent to thrice the monthly salary, which the party of the first part is then earning.

Notice period of termination of service by or of the staff on temporary or probationary appointment should be restricted to one month only.

10. Nothing in this agreement shall affect the right of the party of the first part to refer any difference or dispute arising out of this agreement to the Tribunal of Arbitration constituted under the provisions of the College Code Ordinance (No. 24 of Amravati University).

_____, 19 . Signed this _____ day of _____

(1)

(2)

In the presence of

(1)

(2)

* * * * *

ORDINANCE NO. 119*Examinations leading to the degree of Ayurvedacharya (B.A.M.S.)**

- * Not printed, (Comprising Prag-Ayurveda and 5 examinations of Main Ayurvedacharya). Second B. A. M. S. held for the last time in March-April 1978 exhausting additional two chances for the failures. Thereafter the failures under this course absorbed in the new Course under Ordinance No. 127 (B. A. M. S.) (Comprising Prag-Ayurveda, and 3 examinations of Main Ayurvedacharya), since repealed by ordinance No. 14 of 1981.

* * * * *

****ORDINANCE NO. 120****Examinations leading to the Post-Graduate Diploma in Linguistics**

- ** Not printed, since repealed by the Executive Council, dated 22/23-9-1977, from Academic session 1978-79, on introduction of the subject at the M. A. Degree level.

* * * * *

ORDINANCE NO. 121*Examinations leading to the Degree of (तंत्रशास्त्र पारंगत वास्तुविज्ञान) Master of Technology (M. Tech.) in Architecture (Urban Planning)**

- * As made by the Executive Council, dated 3/4.3.1973. Not printed, since repealed by Ordinance No.2 of 1997.

* * * * *

*** ORDINANCE NO 122****§ AMRAVATI UNIVERSITY TEACHERS' SERVICE AND CONDITIONS OF EMPLOYMENT ORDINANCE. 1972****CHAPTER I****Preliminary**

1. This Ordinance shall be called "Amravati University Teachers' Service and Conditions of Employment Ordinance, 1972". It shall apply to all full-time teachers of the University.
2. This Ordinance shall come into force with effect from 1st January, 1973.
3. This Ordinance shall apply to all the teachers employed by the Amravati University in its Departments and Institutions maintained by it.

Exhibition of the Ordinance

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

- * As approved by the Executive Council, dated the 19th/27th November, 1972, and 21st July, 1973, and amended by the Executive Council, dated 18.9.1976, and further amended by Ordinance No. 4 of 1997.
- § Adopted from Nagpur University, as per provision of Section 108(2) of Amravati University Act, 1983, read with Section 115(2)(xii) of Maharashtra Universities Act, 1994.

Definitions

5. In this Ordinance unless there is anything repugnant to the subject or context :-
- (a) The "Act" means the Nagpur University Act, 1974 (Maharashtra Act. No. XXVI of 1974).
 - (b) The "Vice-Chancellor" means the Vice-Chancellor as appointed under Section 10 of the Act.
 - (c) The "Executive Council" means the Executive Council constituted under Section 23 of the Act.
 - (d) The "Registrar" means the Registrar appointed under Section 13 of the Act.
 - (e) "Competent Authority" means the Executive Council constituted under Section 23 of the Act.
 - (f) "Contract of Service" means an agreement entered into in writing between the Competent Authority or the Officer to whom the power is delegated by the Executive Council and the Teacher.
 - (g) "Department" means any Department of the University constituted and so declared by the Vice-Chancellor or the Executive Council as the case may be.
 - (h) "Institution" means any Institution or College run by the Nagpur University, either under Ordinance or directly by the University, or any Institution so declared by the Executive Council from time to time.
 - (i) "Teacher" means a Professor/ Assistant Professor/ Reader/ Lecturer/ Associate Lecturer/ Demonstrator/Tutor (excluding Part-time or Contributory Teachers appointed on contract for specific period) appointed by the University or Competent Authority.
 - (j) "Head of the Department" means a teacher in a Department for the time being appointed and as defined in Clause 1 of Statute 15.
 - (k) "Head of the Institution" means the Principal of the University College of Law, Director, L.I.T., Principal, University College of Education and will include any other person so declared by the Executive Council or the Vice-Chancellor for the Institution maintained or established by the University.

CHAPTER II**Classification**

6. The Teachers shall be classified as follows :-
- (a) Permanent Teachers,
 - (b) Probationary Teachers,
 - (c) Temporary Teachers.
 - (i) "Permanent Teacher" means a teacher who is appointed by contract in writing duly signed and who is in the exclusive employment of the University and who will be on permanent basis and who has been confirmed by an order in writing.
 - (ii) "Probationary Teacher" means a teacher who is appointed in a clear Vacancy, on probation upto two years and who is in exclusive employment of the University. The probationary period may be extended by the competent authority by a further period of one year. During the probationary period if the work is not satisfactory his services may be terminated with a notice of one month. The teacher shall be deemed to be confirmed and permanent teacher if no decision is taken by the Executive Council within a total period of three years.

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

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

- (iii) "Temporary Teacher" means a teacher engaged by contract in writing for specific period of specific work or who has been engaged on temporary basis as such.
- (iv) "Part-time Teachers" means a teacher appointed by the Competent authority in any Department or Institution maintained by the University and who will be governed by the conditions mentioned in the agreement of Service of Part-time Teacher.
- (v) "Contributory Teacher" means a person employed as a Contributory Teacher in the Department or Institution maintained by the University on specific terms of remuneration per lecture in any specialised field of study.

The Contributory Lecturers and Part-time Teachers shall be appointed by the Competent Authority. Section 57 of the Act shall not apply to these appointments.

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

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

8. Every teacher other than a part-time or contributory teacher, shall be recognised as a teacher of University by Committee to be appointed under Section 59 of the Act and the recognised teacher shall enjoy the privileges of the University as given in the Act, Statutes and other Regulations framed thereunder.

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

10. In case of emergency, Vice-Chancellor shall have power to appoint teachers under Section 11 (4) of the Act. Such appointments shall not be for more than one academic session during which the appointment is made.

Working Hours

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

Holidays

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

CHAPTER III
Recruitment and Promotions

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

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

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

OR

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

OR

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

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

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

Procedure of Appointment

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

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

Seniority

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

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

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

Promotions

18. (a) All departmental candidates selected for higher posts, under Section 57 of the Act, shall be deemed to be promoted to the higher posts.

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

The Head of the Department or Institution shall be appointed as per seniority as given in Statute No. 15. The Principal of the College shall be appointed subject to the provisions of Section 57 of the Act.

CHAPTER IV
Pay and Allowances

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

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

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

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

Increment

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

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

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

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

- (iii) If a teacher takes charges of the post in the Second half of a day, he shall for the purposes of calculation of pay and allowances be regarded as having taken the charge of it on the subsequent day.

Service Book

26. (a) Service Book shall be opened for every teacher on the permanent establishment in the University. It shall be opened immediately on his being appointed in the service of the University.
- (b) In the Service Book, every step in a University Teacher's Official life, including temporary and officiating promotions of all kinds, increments and leave of absence taken should be regularly and concurrently recorded, each entry being duly verified with reference to departmental orders, pay bills and leave statements (Registers), and attested by such officer as may be empowered in writing by the appointing authority. The date of birth should be verified with reference to documentary evidence and a certificate recorded to that effect stating the nature of the document relied on. In the case of an University employee the year of whose birth is known but not the month and date, the First July should be treated as the date of birth. When both the years and the month of birth are known but not the exact date, the 16th of the month should be treated as the date of birth. In case of a teacher who is only able to state his approximate age and who appears to the Resident Medical Officer to be of that age, the date of birth should be assumed to be the corresponding date after deducting the number of years representing his age from the date of his examination by the Medical Officer.

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

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

27. The service Book should be kept in the custody of the Registrar or any other officer duly authorised by the Competent Authority.

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

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

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

When a University Teacher's Service is terminated by removal or dismissal, his service book shall be retained for a period of five years or until the University Teacher's decease whichever is earlier, after which it will be destroyed. Provided that, if any legal proceeding in connection with the removal or dismissal is commenced against the University by the Teacher removed or dismissed from the service of the University, the Service Book shall be retained till the legal proceedings are finally disposed off by the last Court exercising appellate or revisional jurisdiction.

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

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

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

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

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

CHAPTER V

Leave

35. (1) Every Teacher in the University shall be governed by Leave Rules mentioned in Appendix "C".
- (2) Leave is earned by duty only. Leave cannot be claimed as of right. When exigencies of University Service so require, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant the leave.
- (3) No teacher shall remain absent without previous permission and order in writing from the competent authority and if he does so he may be liable for disciplinary action for misconduct. In case of emergency, however, it is essential that an employee should intimate in writing about his absence to the office on the same day.
- (4) It shall be the duty of the teacher to give his permanent postal address before proceeding on leave and not giving such an address shall amount to misconduct. Any notice or letter despatched to postal address so given shall be deemed to be sufficient service of such notice or circular on the teacher.
- (5) A leave account in the prescribed form shall be maintained by the Registrar in his office for each teacher in terms of all leave granted other than casual leave.
- (6) The leave rules for vacation staff shall be as mentioned in Appendix 'C'.

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

CHAPTER VI

Vacation

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

Grant of Lien and Deputation

37. (1) No teacher, who has put in less than two years' service shall be allowed to apply for outside posts. If he wants to apply for outside job he shall have to resign his post. Not more than two applications of a teacher shall be forwarded by the University in a calendar year.
- (2) Those who have put in more than two years' service and are confirmed may apply in writing to the competent authority through the Head of the Department or Institution,

stating reasons for asking for lien; no application shall be entertained and no teacher shall be allowed to leave the University Service unless there is a clear three months' notice. It shall be within the discretion of the Competent Authority to decide the period of lien and also conditions under which it will be granted. Lien will be granted generally in case of teachers who want to go for outside post, for furthering his educational prospects or acquiring higher knowledge. The Competent Authority shall record reason in writing while granting lien in other cases.

- (3) The University Teacher who has already been granted lien will have to apply for extension of lien before the expiry of his first year's lien, through his employer with whom he is working.
- (4) The lien should ordinarily not exceed two years. For good and exceptional reasons the Competent Authority shall have power to extend the lien.
- (5) In every case of lien a bond shall be executed by the teacher in the prescribed form indicating the date of his return to resume his duties in the University and in case of breach of the same, he shall be liable for reimbursement to the University as per conditions in the agreement. This will also include the cases of teachers who have gone on study leave.

CHAPTER VII

Conduct, Discipline and Appeals

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

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

40. (1) All teachers shall during the period of their service, engage themselves honestly and efficiently under the directions of the Competent Authority/Head of the Department/ Institution and shall make themselves in all respects useful to the University and shall not on their own account or otherwise, either directly or indirectly, carry on or be concerned in any trade or business.
- (2) Teachers are expected to spend the remaining time of their working hours, apart from their teaching periods, in useful work such as research and improvement of educational standard. The competent authority will provide the necessary facilities.
- (3) In addition to the teaching work teachers may be required to participate in any work for co-curricular and corporate activities of the College/ University including social and educational functions.
- (4) No full-time teacher shall accept part-time gainful employment in another educational/ cultural/literary/Industrial/Commercial establishment without obtaining written permission from the authorities of the University. He shall not be allowed to take private tuitions.
- (5) The teacher shall maintain the academic secrecy in connection with the setting of papers, conduct of examinations, valuation of papers, etc. and also keep secrecy of the matters which in their own nature require to be kept secret in the educational institutions.
- (6) The teacher shall maintain high educational standard and keep academic atmosphere in the University.

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

CHAPTER VIII

Suspension, Removal, Dismissal, Termination and Retirement Termination

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

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

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

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

Suspension

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

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

46. If as a result of enquiry the employee is not found guilty of misconduct, then the employee shall be reinstated and he shall be entitled to his normal full salary and allowances for the period of suspension, subject to adjustment of the subsistence allowance paid to him during the period of suspension. If, however, the employee is found guilty partially, but is retained in service, the period of suspension and his pay and allowances may be decided by the competent authority in each and every case. In case a teacher is found not guilty and the authorities decide not to reinstate him, he will be entitled to one month's salary for every completed year of service, subject to a maximum amount of Rs. 10,000/-.

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

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

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

Punishment

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

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

Appeal

50. The teachers shall have a right to refer, the decision of the competent authority arising out of the contract between him and the University, to the Tribunal or Arbitration (Section 74 of the University Act.)

Retirement

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

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

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

CHAPTER IX**Miscellaneous**

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

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

* * * * *

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

WHEREAS under the provisions of the Nagpur University Act, 1974 (Act No. XXVI of 1974), it is necessary that the employment of teachers in the University shall be under a written contract; and

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

This Agreement hereby executed this day of between the Amravati University constituted under Maharashtra Act No. XXVI of 1974 (hereinafter referred as "THE UNIVERSITY" OF THE ONE PART); and

.....

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

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

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

OR

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

Now this Agreement witnesseth as follows

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

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

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

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

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

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

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

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

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

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

7. The second party shall employ himself/herself efficiently and diligently to the best of his/her ability and shall devote his/her whole time to the duties of his/her service and shall not engage himself/herself or be interested direct or indirectly in any trade, business, occupation or employment, private consultancy or technical advice, any agitation or movement prejudicial to the interest of the University or any authorities of the University and will not absent himself/herself from duties without having first obtained written permission from the Vice-Chancellor or Head of the Department or other prescribed authorities, except in case of an emergency or accident or sudden illness certified by a competent medical authority or any Officer duly authorised in this behalf by the University.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. The second party shall be entitled to the benefit of contributory Provident Fund or any retirement benefits applicable from time to time admissible in the University and the University shall have a right to deduct from the salary of the second party the provident fund/gratuity fund and also such other dues which the University may be entitled to receive from the second party. The second party shall also be entitled to other benefits which will be provided from time to time.

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

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

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

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

23. Nothing in this agreement shall affect the right of the second party to refer any difference or dispute arising out of this agreement to a Tribunal of Arbitration constituted under the provisions of Section 74 of the Nagpur University Act. The said Tribunal shall consist of one member appointed by the Executive Council, one member appointed by the second party and Umpire appointed by the Chancellor. The decision of the Tribunal shall be final and no suit shall lie in any Civil Court in respect of any matter decided by the Tribunal.

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

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

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

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

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

Party No. 1

Party No. 2

APPENDIX-B

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

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

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

This Agreement hereby executed this day of between the Nagpur University constituted under the Maharashtra Act No. XXVI of 1974 (hereinafter referred to as "THE AMRAVATI UNIVERSITY" OF THE ONE PARTS), AND

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

AND WHEREAS the Executive Council of the University at its meeting held on has decided to appoint/appointed the SECOND PARTY OF THE SECOND PART as part-time or contributory Lecturer in the Department of in this University at a fixed pay of Rs. per month or fixed remuneration of Rs. per lecturer according to the resolution of the Executive Council, WHEREAS it is necessary to have the agreement or contract to be executed by the employee in service; and

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

Now this Agreement witnesseth as follows :-

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

- (i) That his services shall be purely temporary and liable to be terminated with one month's notice.
- (ii) That he will be governed by leave and other rules framed by the Executive Council from time to time.
- (iii) That the contributory teacher shall only be entitled to the remuneration fixed per lecture. That his services shall be liable to be terminated with a week's notice.
- (iv) That the second party shall also be entitled to other benefits if any decided by the Executive Council.

- (v) That the services of the Part-time teacher shall be liable to be terminated with one month's notice or one month's salary in lieu of notice. He shall be entitled to leave and other facilities as decided by the Executive Council in respect of his employment.
- (vi) Teachers appointed on a contributory basis shall be liable to be terminated with 8 days remuneration in lieu thereof.
- (vii) Party No. 2 shall be liable for disciplinary action and will work under the overall control of the Head of the Department or under whom he works and also of the Vice-Chancellor and Executive Council.

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

Party No. 1

Party No. 2

APPENDIX-C LEAVE RULES FOR UNIVERSITY TEACHERS.

Casual Leave

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

DUTY LEAVE

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

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

Half Pay leave

- (i) University Teacher in permanent employ, shall be entitled to leave on private affairs and on medical grounds at the rate of 20 days of each completed year of service.
- (ii) Subject to the exigencies of service, a University teacher may be granted leave half pay upto the limit of such leave due to him either on private affairs or on medical grounds provided that leave granted on medical grounds shall be subject to the production of a medical certificate from a registered Medical Practitioner or the Medical Board of the University and for a period not exceeding that recommended by such medical authority. Teachers availing leave on medical grounds must produce fitness certificate from that medical authority on resumption of duty. Such leave shall not be granted as leave preparatory to retirement.

Commuted Leave

- (i) A University teacher may at his option have the half pay leave due converted into half the amount of full pay leave. Such converted leave shall be commuted as commuted leave and shall be granted only on production of a medical certificate from a registered Medical Practitioner or University Medical Board subject to a limit of 240 days during the entire service.
- (ii) Commuted leave shall not be granted for more than 120 days at a time, but it can be combined with compensatory leave, or vacation (summer/Diwali) provided the total period of absence shall not exceed 240 days.

Maternity Leave

- (i) A lady teacher in the permanent service of the University shall be eligible for Maternity Leave on full pay for a period not exceeding 90 days from the date of its commencement or to the end of 45 days from the date of confinement, whichever is earlier, provided that such leave shall not be granted for more than thrice during the entire service, including miscarriage.
- (ii) Such leave shall not be granted to a temporary or a probationary teacher who has not put in at least one year of continuous service.
- (iii) Maternity leave may be prefixed or suffixed to 6 weeks Summer, Diwali vacation compensatory leave and half pay leave on production of medical certificate from a registered Medical practitioner or University Medical Board. Maternity leave shall not be debitable to the leave account.

Extra-Ordinary Leave

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

Rules for Study Leave to University Teacher.

1. General :

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

2. Eligibility :

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

3. Nature of Leave :

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

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

(i) Promotion.

(ii) Annual Increments; and

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

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

4. Duration of study leave

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

5. Allowances :

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

6. Execution of Bond :

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

* * * * *

%ORDINANCE NO. 123

Examinations Leading to the Degree of (कला स्नातक)

Bachelor of Fine Art

% As approved by the Executive Council, dated 22/23.9.1977. Not printed, since repealed by Ordinance No.2 of 1997.