

CHAPATER VIII (E)

CONDITIONS OF SERVICE AND CONDUCT OF TEACHERS IN NON-GOVERNMENT AFFILIATED COLLEGES

1. In these regulations -

- (i) 'college' means a college under private management affiliated to this University.
- (ii) 'teacher' shall include, Principal, Director of Physical Education, Tutor, Demonstrator, Instructor and Librarian in the service of a non-Government college affiliated to this University.

(i) SERVICE RULES

2.1. The appointment of every teacher, in a non-Government college affiliated to the Panjab University shall be on a written contract as per form prescribed by the University from time to time (prescribed form given in Vol. III of the Calendar).

Vacancies against permanent posts shall ordinarily be filled substantively within three months.

After an institution has been in existence for three years, not more than one-fifth of the number of teaching staff shall be on temporary basis.

2.2. Every teacher in an Arts and/or Science college shall be paid at least the minimum pay- scale as laid down by the University.

2.3. A teacher will ordinarily be appointed on one year's probation after which he will normally be confirmed if his work and conduct are found satisfactory. It would be obligatory on the part of a Governing Body to notify to the teacher in writing before the expiry of one year's probationary period, whether he had been confirmed or his period of probation had been extended and in absence of such a notice the teacher would be deemed to have been confirmed.

The probationary period shall in no case be extended beyond two years from the date of appointment.

3.1. No teacher shall be required to teach for more periods than the number laid down by the University; in addition, he shall undertake such co-curricular activities as may be assigned to him by the Principal.

3.2. If a teacher is given some extra teaching work temporarily, he shall be paid an allowance for the additional work according to the rates as may be determined by the Syndicate from time to time.

4.1. Every teacher shall be paid his salary regularly, but in no case later than the 10th of the month following that for which salary is due.

4.2. Annual increments shall be granted by the Governing Body to each teacher on the recommendation of the Principal and to the Principal on the recommendation of the Chairman of the Governing Body. Annual increment shall not be withheld without assigning any specific reason in writing and in case the Governing Body does not revise the order within 15 days of the teacher/Principal's representation, he shall have the right of appeal to the Vic-Chancellor.

Annual increment shall be given to every teacher on the 1st day of the month in which it falls.

4.3. A teacher appointed temporarily or on probation shall be entitled to summer

vacation salary as under:

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| (i) | Those who complete nine month's service, | ... | Full Salary |
| (ii) | Those who complete service for three months or more but less than nine months. | ... | Proportionate salary on the basis of full salary for nine months. |

Provided that -

1. a teacher who has served for less than three months will not be entitled to any salary for the period of summer vacation.
2. an appointment (temporary or on probation) of a teacher made against a substantive post, shall be on whole-time basis and if the same teacher is appointed in the following year also, he shall be entitled to full salary for the summer vacation irrespective of the period of service up to the date of commencement of the summer vacation, and the period of temporary service shall count towards his confirmation.
3. a permanent teacher in continuous service shall be entitled to full vacation salary.
4. no one shall draw salary for the period of summer vacation from two sources.
5. if a teacher leaves service of his own accord, he shall not be entitled to summer vacation salary or any portion thereof.

5. The Service record of a Principal/Teacher and the Annual Confidential Report on his work and conduct shall be maintained regularly. The person concerned shall be informed in writing in case there is an adverse report.

Every employee shall have the right to inspect his Service Book during the first quarter of the financial year and his signatures will be obtained in confirmation of his having inspected the Service Book.

A certified copy of the Service Book shall be supplied to the employee, if asked for by him on payment of a copying fee, as may be prescribed.

6. Every affiliated non-Government college shall prepare in accordance with Rules laid down by the Syndicate a seniority list of its teachers on the basis of persons in position as on 1-11-66 and supply the same to the University. Such lists shall be brought up-to-date every year as on November 1.

7. All whole-time teachers in Non-Govt. Colleges affiliated to the University, shall retire on attaining the age of 60 years and thereafter no extension in service shall be granted.

Every teacher shall retire from the service on the afternoon of the last day of the month in which his retirement falls.

8. The election of teachers' representative(s) shall be by simple majority vote. The date and time of election shall be fixed by the Principal and the voting shall be by secret ballot.

9.1. Subject to what is contained in Regulation Nos. 10, 11 and 12 the Governing Body of a non-Govt. College shall be entitled to determine the engagement of a permanent employee, for a sufficient cause, after giving him three months' notice in writing or on payment of three months' salary in lieu thereof.

Provided that the Governing Body has the right to suspend an employee with immediate effect in case of gross misconduct or moral turpitude. In doing so he shall be served with a charge-sheet and informed in writing of the ground on which action is proposed to be taken.

9.2. A copy of the order of suspension together with a copy of the charge-sheet shall be sent

within a week to the Registrar who may direct that the teacher shall not be placed under suspension.

9.3. The period of suspension shall not exceed three months within which the case must be decided.

9.4. During the period of suspension the suspended teacher shall be paid half the pay plus allowances as subsistence allowance.

9.5. If ultimately the teacher is removed from service, notice for such removal shall not be required nor will any salary be paid in lieu thereof.

10. If a Principal/Teacher including the one appointed temporarily or on probation is dismissed or removed from service, the college shall send an intimation to the University, giving reasons, etc., within two weeks.

11.1. A permanent teacher may, at any time, terminate his engagement by giving the Governing Body three months' notice in writing or three months' salary in lieu thereof.

11.2. During the period of probation and when a teacher is holding a temporary appointment, the notice period required on either side shall be one month.

11.3. The period of summer vacation shall count towards notice period, and the salary in lieu thereof shall not be in addition to the summer vacation salary, but the teacher shall be entitled to the summer vacation salary, as admissible under the rules, or salary in lieu of notice period, whichever is higher.

12.1. For the benefit of the employees every college shall establish a Provident Fund for which it shall follow the general pattern of the Provident Fund Rules as may be laid down by the Syndicate.

12.2. Every whole time employee of the college appointed against a substantive post, shall, as a condition of his service, be required to become a depositor in the college Provident Fund.

***12.3.** The rate of subscription of an employee shall be 10 per cent of his +salary. He may, however, be permitted to subscribe towards non-contributory Provident Fund, provided the total subscription towards Provident Fund, i.e. contributory (10 per cent) as well as non-contributory shall not exceed 60% of the monthly +salary of the subscriber.

The contribution of the college towards the Provident Fund of a teacher shall be 10 per cent of his +salary and this shall be contributed at the end of each month. The college shall pay interest and the amount of such interest shall be placed monthly to the credit of each depositor.

When the calculation involves paise amounting to less than 50 it shall be ignored and when it amounts to 50 paise or more, full rupee shall be deducted.

Provided that where a higher rate of Provident Fund contribution already prevails, it shall not be reduced without the consent of the University.

The monthly rate of +salary of a teacher during any college year shall be taken to be that at which he draws +salary for the month of the college year.

N.B. - The College year is from 1st April to 31st March.

13.1. (i) In addition to the benefits of the Provident Fund a teacher at the time of retirement shall be granted by the Governing Body, a gratuity of a sum equivalent to one fourth of his **'Pay' last drawn for each completed six monthly period of qualifying

* To take effect from the year 1984-85.

+ Salary (for CPF deductions) means 'Pay' plus all allowances, excluding house rent allowance.

** 'Pay' as defined by the Punjab Govt. from time to time.

service subject to 16 1/2 (sixteen and half) times the ** 'Pay' provided that in no case gratuity shall exceed the amount as fixed by the Punjab Government from time to time for its employees.

In the event of death of a teacher while in service the gratuity shall be subject to a minimum of 12 times the **'Pay' of the teacher drawn at the time of his death provided that in no case shall it exceed the amount as fixed by Punjab Govt. from time to time for its employees.

(ii) A teacher shall have the option to be governed by the old provisions unless he opts to be governed by the new Regulations within one year from the date the amended regulations come into force.

13.2. A teacher who has put in not less than 20 years' qualifying service may, giving three months' notice in writing to the appropriate authority be permitted to retire from the service voluntarily. The appropriate authority may in special cases reduce or waive the period of notice.

13.3. A notice of voluntary retirement may be withdrawn subsequently only with the approval of the appropriate authority provided the request for such withdrawal is made before the expiry of the period of notice.

13.4. A notice of voluntary retirement, given after completion of 20 years' qualifying service will require acceptance by the appropriate authority if the date of retirement, on the expiry of the notice would be earlier than the date on which the employee concerned could have retired voluntarily under the existing provisions of Regulations. Such acceptance may generally be given in all cases except those (a) in which disciplinary proceedings are pending or contemplated against the teacher concerned for the imposition of a major penalty and the disciplinary authority having regard to the circumstances of the case, is of the view that the imposition of the penalty of removal or dismissal from service would be warranted in the case; or (b) in which prosecution is contemplated or may have been launched in a court of law against the teacher concerned. If it is proposed to accept the notice of voluntary retirement even in such cases, approval of the Governing Body shall be obtained. Even where the notice of voluntary retirement given by a teacher requires acceptance by the appropriate authority, the teacher giving notice may presume acceptance and the retirement shall be effective in terms of the notice unless the Governing Body issues an order to the contrary before the expiry of the period of notice.

13.5. While granting gratuity to a teacher retiring voluntarily, weightage of up to five years would be given as an addition to the qualifying service actually rendered by him. The grant of weightage of up to five years will, however, be subject to the condition that the total qualifying service after allowing the weightage should not in any event exceed 30 years of service.

Explanation: Qualifying service means continuous service rendered to the College by a teacher other than in a temporary or ad hoc capacity.

(ii) LEAVE RULES .

14. A leave account shall be maintained by the Head of the Institution.

15. A teacher shall be entitled to leave as per rules in the University Calendar, Volume III.

** 'Pay' as defined by the Punjab Govt. from time to time.

(iii) CONDUCT RULES

16.1. No teacher shall take part in, subscribe to, or assist in any way, any movement which tends to promote feelings of hatred or enmity between different classes of subjects of the Indian Union or to disturb public peace.

16.2. No teacher shall stand for election to Parliament/State Legislature/Local Bodies without the prior permission of the Governing Body.

17. No teacher shall, except with the previous permission of the Governing Body own wholly or in part, or conduct or participate in editing or managing of any newspaper or any periodical, or act as correspondent of a newspaper.

18. No teacher shall in any manner criticise adversely in public the administrative actions of the Governing Body of his college.

19. No teacher shall, except in accordance with any general or special order of the Governing Body or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any employee or to any other person, to whom he is not authorised to communicate such document or information

20.1. No teacher shall engage himself/herself directly or indirectly in any trade, occupation or business or undertake any employment by private tuition.

Provided that a teacher may undertake honorary work of a purely social or charitable nature or occasional work of a literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer but he shall undertake or shall discontinue such work, if so directed by the Principal, and in the case of the Principal, if so directed by the Governing Body. Provided further that no permission shall be necessary for examination work of this University or other Indian Universities/Deemed to be Universities/Institutes of National importance including Public Service Commissions and other statutory bodies when the total emoluments accruing from such work do not exceed Rs.10,000/- per annum, and for all examination work for which additional emoluments are expected, the previous permission of the Principal or the Governing Body as the case may be, shall be necessary.

20.2. No teacher shall appear in an examination without the prior permission of the Principal.

20.3. No teacher in an affiliated college shall write a guide or a help-book or cheap notes. He shall follow the procedure laid down by the University in case he intends to publish any work

21. A teacher shall avoid habitual indebtedness or insolvency. A teacher who becomes the subject of legal proceedings for insolvency shall forthwith report the full facts to the Principal of his college.

22. No teacher shall bring or attempt to bring any outside influence to bear upon the authorities of his college to further his interest in respect of matters pertaining to his service in the college.

23. A teacher may become a member, representative or office-bearer of any association representing or purporting to represent teachers or any class of teaching profession, and participate in its deliberations and, with the permission of the Principal, hold its meetings on the premises of the college, provided such association satisfies the following conditions:

- (a) Its membership is confined to teachers or a distinct class of teachers and it is open to all such teachers or class of teachers, as the case may be.
- (b) It is not in any way connected with any political party or organisation or does not engage in any political activity.

(iv) GENERAL

24.1. Every teacher shall at all times serve efficiently, act in a disciplined manner and maintain absolute integrity and devotion to duty.

24.2. Unless in any case it be expressly provided for, the whole time of a teacher shall be at the disposal of the college and he shall serve the college in such capacity and at such places as he may, from time to time, be directed by the Principal/Governing Body of his college, subject to such conditions as may be laid down by the University.

24.3. No teacher in a college shall apply for any other job or scholarship without the previous sanction of the Principal of his college or in case of the Principal without the previous sanction of the Managing Body. Provided that a person appointed on contract basis may apply for a job if the job for which he is applying is to commence from a date after the expiry of the period of contract.

24.4. Save in exceptional circumstances, no teacher shall absent himself from his duties without having first obtained the permission of the authority provided in the leave rules.

24.5. No teacher shall take part in any activity which in the judgment of the Principal is calculated to lead to indiscipline in the college.
