



**THAPAR INSTITUTE**  
OF ENGINEERING & TECHNOLOGY  
(Deemed to be University)

## **General and Service Regulations**

## **PART – A : GENERAL REGULATIONS**

### **THAPAR INSTITUTE OF ENGINEERING & TECHNOLOGY, PATIALA**

#### **Preamble**

Thapar Institute of Engineering & Technology, Patiala has been declared an Institution deemed to be a University under Sectio-3 of the U.G.C. Act, 1956 by the Govt. of India, Ministry of Human Resources Development (Department of Education), New Delhi, vide notification No. F-9-12/84-U.3 dated December 30, 1985.

These Regulations have been framed under Rule 9 of Memorandum of Association read with Rule 57 of the Rules of the Institute. These Regulations replace the Service Rules and Ordinances of the Institute with effect from October 17, 1986.

#### **Short Title**

These Regulations shall be called “Regulations of Thapar Institute of Engineering & Technology, Patiala”.

The Regulations have been divided into three parts:

- Part –A : General Regulations
- Part-B : Service Regulations
- Part-C : Academic Regulation

#### **Part-A: GENERAL REGULATIONS**

##### **PLANNING AND MONITORING BOARD**

A-1 The Planning and Monitoring Board shall consist of the following members:

- (i) Director, TU (Ex-officio) – Chairman
- (ii) Director, LMTSOM (Derabassi Off Campus) (Ex-officio) - Member
- (iii) Deputy Director(s) (Ex-officio) – Member
- (iv) All Deans (Ex-officio)
- (v) Controller of Examination (Ex-officio)-Member**
- (vi) Heads of the Department / Schools / Centres (Ex-officio) – Members
- (vii) Head, Placement & Coordination (Ex-officio) – Member
- (viii) One member nominated by the Institute Grants Commission - Member
- (ix) Four outside experts to be nominated by the Chairman, Board of Governors - Members
- (x) Three persons nominated by the Director from amongst the Institute staff for their special knowledge – Members
- (xi) General Manager (Estate)**
- (xii) Deputy General Manager (CMS)-Member**
- (xiii) Registrar (Ex-officio) – Non Member Secretary**

##### **Powers And Functions Of The Planning And Monitoring Board**

A-2 The functions of the Planning & Monitoring Board shall be to examine the question and suggest measures for raising the standard of education and research.

- (i) to prepare short-; and long-term development plans of the Institute keeping in view objectives of the Institute as laid down in the Memorandum of Association and with due regard to national policy on education.
- (ii) to monitor the implementation of the approved plans of the Institute, and schemes sanctioned by the U.G.C., Ministry of Education and other agencies.
- (iii) to suggest measures for raising the standard of education and research, including strengthening of inter-disciplinary programmes, cooperation between

- Departments/Schools/Centres of the Institute and schemes for inter-action between the Institute, Industry and other educational institutions;
- (iv) to consider any matter referred to it by the Senate/Board; and
  - (v) to appoint sub-committees for specific purpose which may include persons other than the members of the Planning and Monitoring Board.

### **Term of Office of Members of the Planning and Monitoring Board**

- A.3.(i) All members of the Planning and Monitoring Board other than the ex- officio members, shall Hold office for a term of three years
- (ii) the planning and Monitoring Board shall meet at least twice a year.  
the procedure for calling a meeting of the Planning and Monitoring Board shall be the same as provided in Rule 29 of the Institute.
- (iii) one third of the total strength of the members of the planning and Monitoring Board shall form the quorum for a meeting.

### **BOARD OF STUDIES**

- A.4. The Board of studies for each Department/School shall consist of the members as provided in the Rules of the Institute.

### **Powers and Functions of the Board of Studies**

- A.5.(i) To recommend to SUGC/SPGC the procedure for the conduct of examinations, courses of Study, and syllabi;
- (ii) to recommend the panel of examiners of various subjects/examinations; and
- (iii) to deal with any matter that may be referred to it by the Senate.

### **BUILDING AND WORKS COMMITTEE**

- A-6 The Building and works committee shall consist of the following members:

- (i) Director, Ex-Officio – Chairman
- (ii) Deputy Director(s), Ex-officio
- (iii) Superintending Engineer, PWD (B&R) Patiala Circle, Ex-officio
- (iv) Head, Civil Engg. Department, Ex-officio
- (v) Two persons amongst civil Design Engineers/Construction Experts/Architects to be nominated by the Chairman of the Board for three Years.
- (vi) "one member having knowledge of Finance/Accounts to be nominated by Chairman, BOG for three years".
- (vii) General Manager (Estate)**
- (viii) Deputy General Manager (CMS)**
- (ix) Faculty Advisor (Civil and Electrical)
- (x) Registrar, Ex-officio - Secretary

\* The nomination will be for a period of three years or till they remain members of that body, whichever is earlier.

### **Powers and Functions of the Building and Works Committee**

- A-7:

- (i.) To be responsible under the direction of the Board for the Construction of all major capital works after securing from the Board the necessary approval;

- (ii.) To give approval for minor works and works pertaining to Maintenance and repairs, within the grant placed at the Disposal of the Institute for the purpose.
- (iii.) To cause to be prepared estimates of cost of buildings and other capital works, minor works, repairs, maintenance and the like;
- (iv.) To be responsible for technical scrutiny as considered necessary by it;
- (v.) To be responsible for enlistment of suitable contractors and acceptance of tenders and to give direction for departmental works where necessary; and
- (vi.) To settle rates not covered by tender and settle claims and disputes with contractors.

**Terms of office of the Members of the Building and Works Committee.**

A-8

- (i.) All the members of the Building and works Committee other than the ex-officio members shall hold office for a period of three years.
- (ii.) The Committee shall have power to co-opt invitees for specific purposes.
- (iii.) The procedure for calling a meeting of Building and Works Committee shall be the same as provided in the Rule 29 of the Institute.
- (iv.) The quorum of the meeting shall be 4 provided that atleast one out of the members mentioned in A-6 (iii), (v) and (vi) is present.

**SENATE UNDERGRADUATE COMMITTEE (SUGC)**

(SUGC will deal with B.E. programme)

A-9 SUGC shall consist of the following members:

- |        |   |            |
|--------|---|------------|
| (i.)   | Dean of Academic Affairs,<br>Ex-officio   | Chairman   |
| (ii.)  | Heads of the Departments;<br>Ex-officio   | Members    |
| (iii.) | Faculty-in-charge Under-graduate<br>programme from, each Department/<br>School; | Members    |
| (iv.)  | Two members nominated by the<br>Chairman, Senate;                               | Members    |
| (v.)   | Deputy Registrar (Academic &  | Non-Member |
| (vi.)  | Administration) (On behalf of<br>Registry)                                      | Secretary  |

**SENATE POST-GRADUATE COMMITTEE (SPGC)**

(SPGC will deal with M.E., M.Phil., M.Sc., M.C.A. and Ph.D. Programmes)

A.10 SPGC shall consist of the following members:

- |        |  |          |
|--------|--|----------|
| (i.)   | Dean of Research & Development;<br>Ex-officio    | Chairman |
| (ii.)  | Dean of Academic Affairs;<br>Ex-officio;         | Member   |
| (iii.) | Heads of the Departments/<br>Schools, Ex-officio | Members  |
| (iv.)  | Faculty-in-charge Under-graduate                 | Members  |

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>(v.) programme from, each Department/School;<br/>Two members nominated by the<br/>Chairman, Senate;</li> <li>(vi.) Deputy Registrar (Academic &amp;<br/>Administration) (On behalf of Registry)</li> </ul> | <p style="text-align: right;">Members</p> <p style="text-align: right;">Non-Member<br/>Secretary</p> |
|---|--|

**Powers and Duties of SUGC/SPGC**

A-11:

- (i.) To consider the recommendations of the Board of Studies regarding the conduct of examinations, courses of study and syllabi of various programmes and make recommendations to the Senate;
- (ii.) to consider and recommend to the Senate:
  - (a) academic awards and degrees;
  - (b) recognition of Universities/Boards and qualifying examinations for admission;
- (iii.) to consider and decide
  - (a) the procedure for registration of students & conduct of examination;
  - (b) over-loading and under-loading of credits.
  - (c) additional chances of courses.
  - (d) equivalent courses for substitution; and
  - (e) detention on account of sessions and/or attendance;
- (iv.) to prepare the report on academic performance of Students for placing before the Senate; and
- (v.) any other matter referred by the Senate/Chairman, Senate.

**Term of office and procedure for Meetings of SUGC/SPGC**

A-12:

- (i.) The term of all members, other than ex-officio Members, shall be two years
- (ii.) Half of the total number of members shall form the Quorum.
- (iii.) New Committees shall function w.e.f. first September.
- (iv.) A written notice of every meeting shall be sent by The Secretary to every member at least seven days Prior to the date of meeting. The notice shall state Place, the date and the time of the meeting.  
Notwithstanding the above provision, the Chairman Of the Committee may call an emergency meeting at a short notice to consider urgent special issues.
- (v.) The minutes of the meetings shall be prepared by the Secretary and circulated after obtaining the approval of the Chairman of the Committee.

**DEPARTMENTAL ACADEMIC AFFAIRS COMMITTEE (DAAC)**

(Each Department/School shall have one DAAC)

A.13 DAAC shall consist of the following members:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>(i.) Head of the Department,<br/>Ex-officio;</li> <li>(ii.) faculty-in-charge Under<br/>Graduate programme</li> <li>(iii.) faculty-in-charge Post-graduate<br/>Programme</li> <li>(iv.) faculty-in-charge of M.C.A.<br/>Programme (only in case of<br/>Electrical &amp; Electronics</li> </ul> | <p style="text-align: right;">Chairman</p> <p style="text-align: right;">Member</p> <p style="text-align: right;">Member</p> <p style="text-align: right;">Member</p> |
|---|---|

Engineering Departments)  
Nomination under (ii) (iii) & (iv)  
Will be made by Heads of the  
Departments/School.

### **Powers and Functions of DAAC**

A-14:

- (i.) To register students and to recommend the cases of under-loading, over-loading and additional chances to SUGC/SPGC for approval;
- (ii.) to compile date relating to examination and sessionals;
- (iii.) to organize the conduct of examinations;
- (iv.) to compile data relating to courses of study and syllabi for Board of Studies;
- (v.) to recommend detention cases to SUGC/SPGC; and
- (vi.) any other matter referred to it by SUGC/SPGC/ Senate.

### **Term of office of DAAC**

A-15:

- (i.) The term of all members, other than ex-officio Members shall be 2 years.
- (ii.) New Committees shall function w.e.f. first September.

### **SENATE RESEARCH COMMITTEE (SRC)**

- |      |  |          |
|------|--|----------|
| (i)  | Dean of Research & Sponsored Projects  | Chairman |
| (ii) | Six members to be co-opted by DORSP who have made significant contributions in research work | Members  |

The following Tier-I Committee will review the recommendations of the above committee :

- |       |                    |          |
|-------|--------------------|----------|
| (i)   | Director           | Chairman |
| (ii)  | Deputy Director(s) | Members  |
| (iii) | Dean, RSP          | Member   |

### **POWERS AND DUTIES OF SRC**

- (i) The Senate Research Committee will discuss all the matters pertaining to policies of Ph.D. programmes and other research parameters like consultancy, testing and IPR cell.
- (ii) Any other matter referred by the Senate/Chairman, Senate.

### **DISCIPLINE COMMITTEE**

A-16 Student Discipline

- (i.) For good and sufficient reasons, following punishments may be imposed on the students of the Institute for acts of indiscipline as given below
  - (a) Disrupt teaching, studies, examination, research or Administrative work, co-curricular or extra Curricular activity or prevent any member of the Institute and its

staff from carrying on his work, or do any act reasonably likely to cause such disruption or prevention, such as locking of offices or any other building;

- (b) Damage or deface any property of the Institute or do any act reasonably likely to cause such damage or defacing;
  - (c) Engage in any conduct which is, or is reasonably likely to be, clearly detrimental to Institute's purpose.
  - (d) participate in any activities, such as gherao, camping inside the boundaries of houses of teachers or officers, use of derogatory slogans, abuses and propaganda to incite hatred and violence, preparation for and resort to violence or destruction of property.
  - (e) Resort to ragging / sexual harassment in any form; and
  - (f) Take other actions which in opinion of the Director/ Deans/ Heads of Departments/ Librarian, warden and any other officer of the Institute performing administrative duties assigned to him within his purview, is unbecoming of the student.
- (ii) Minor Punishment
- a. Fine upto Rs. 5000/-
  - b. Fine adequate to recop the entire financial loss to the Institute
  - c. Suspension from Institute pending enquiry by a committee.
  - d. Vacation of hostel.
- (ii) Major Punishment
- (a) Fine exceeding Rs. 5000/-
  - (b) Rustication from Institute based on the findings of the enquiry committee for a semester or part thereof or for a greater period.
  - (c) Expulsion from Institute.
  - (d) Making an adverse entry in the character certificate to be issued by the Institute at the time of leaving the Institute.
  - (e) Debar a student from admission to any course offered by the Institute. Dean of Students Affairs shall have the authority to impose minor punishments after giving the students opportunity to be heard.

For major punishments, decision will be taken by the Deputy Director on the recommendations of the Students Discipline Committee constituted under A-17.

A-17 The Students Discipline Committee shall consist of the following members:

- (i) Dean of Students Affairs, Chairman  
Ex-officio;
- (ii.) four Professors of the Institute Members  
appointed by the Director.
- (iii.) One member from outside the Member  
Institute with judicial experience.  
appointed by the Director; and
- (iv.) Registrar, ex-officio, Member-Secretary

A-18 The term of office of the members, other than the ex-officio members of the Discipline Committee will be two years.

A-19 If a student is dissatisfied with the penalty imposed upon him, he may make a written appeal within 10 days, to the Director whose decision shall be final.

**POLICY FOR PREVENTION, PROHIBITION AND REDRESSAL OF SEXUAL HARASSMENT AT WORK PLACE**

**PART – B : SERVICE REGULATIONS**

**PART-B: SERVICE REGULATIONS**

- B-1 These Regulations shall be called the “Thapar Institute of Engineering & Technology, Patiala, Staff Service Regulations-1986”. They shall come into force with effect from October 17, 1986. This Regulations Supersede all service rules previously framed or applied to the staff of the Institute on matters specified herein.
- B-2 Unless the context requires otherwise, these Regulations shall apply to every person in the whole-time employment of the Thapar Institute of Engineering & Technology, Patiala, other than a person employed under the contingent establishment, who shall be governed by the terms as applicable in letter of appointment.

**DEFINITIONS:**

B-3 In these Regulations unless the context otherwise requires:

- (i.) “Appointment” means: appointment made according to the Terms and Conditions of these Regulations.
- (ii.) “Appointing Authority” means: the authority competent to make appointments to various categories of posts According to the Rules and Regulations.
- (iii.) “Average Monthly Salary” means: the average monthly Salary earned during the twelve complete months preceding the month in which the event occurs which Necessitates the calculation of average salary.
- (iv.) “Competent Authority” means: authority specified for Specific purpose in the Rules and Regulations.
- (v.) “Employee” means: any person appointed in the Institute.
- (vi.) “Permanent Post” means: a post carrying a definite rate of pay and sanctioned without limit of time.
- (vii.) “Pay” means: the amount drawn monthly by an employee as the pay which has been sanctioned for the post held by him substantively, or in an officiating capacity includes special pay, dearness pay or personal pay, if any, but no other allowances.
- (viii.) B “Personal Pay” means: additional pay granted to an Employee, (a) to save him from loss of substantive pay in Respect of a permanent post due to revision of pay or to any other reduction of such substantive pay otherwise than as disciplinary measure, or (b) in exceptional circumstances on other personal considerations.
- (ix.) “Service” means: the whole period of continuous service in the Institute including the period spent on leave except where specified otherwise in the Regulations.
- (x.) “Salary” means: the amount of the monthly pay & allowances granted by the Institute to an employee.
- (xi.) “Special pay” means; an addition in the nature of pay to the emoluments of a post granted in consideration of special duties or of a specific addition to the work or responsibility.



- (xii.) "Temporary post" means; a post carrying a definite rate of pay and sanctioned for a limited period.
- (xiii.) "Vacation" means: recess for the students between two semesters.
- (xiv.) "Vacation staff" means: staff entitled to vacation and permitted to be absent from duty for a specified period during the vacation.
- (xv.) "Warden" means; Warden of a Institute Hostel.

## **CLASSIFICATION OF STAFF**

B-4 The staff of the Institute shall consist of following categories

- (i.) Category: A-1: All teaching post having Minimum salary equal to or more than the Minimum salary for the post of Lecturer.

Category A-2: All non-teaching posts having minimum salary equal to or more than the minimum salary for the post of Lecturer.

Category B-1 Staff appointed in the pay Scales with the minimum pay starting at Rs. 2620/-per month and above, and not included in Category-A

Category B-2: All employees not included in categories A and B-1 and B-3.

Category B-3: Employees in pay scales with minimum pay less than the minimum pay of clerk.

- (ii.) The appointing authority in the case of category B, shall be Director. However if a selection committee recommends more than 5 increments over the minimum of the scale, the recommendation shall be placed before the Board for its approval. However, this clause is not applicable in the case of internal candidates, where pay is fixed under the normal rules.

## **APPOINTMENT TO PERMANENT POSTS**

B-5(i) All appointments against permanent posts will be made by advertisement, but the Board shall have the power to decide on the recommendations of the Director that a particular post be filled by invitation, or by promotion from amongst the members of the staff of the Institute under a scheme approved by the Board.

- (ii) While making appointment the Institute shall make necessary provisions for the reservation of posts in favour of the Scheduled Castes and Scheduled Tribes in accordance with the decision of the Board.

- (iii) The minimum qualifications and experience for all Posts shall be approved by the Board.

B-6 Selection committee for filling the following posts shall be constituted in the manner laid down below;

- (i) In the case of Librarian, Industrial coordinator scale A & B, Workshop Supdt., Research Engineers/ Scientists and System Analyst-cum-programmer, the selection committee shall consist of:-

Director

Chairman

Two outside experts from a panel of names approved by the Board	Members
One outside expert from a panel of names approved by the senate;	Member
One professor of the Institute in the cognate area nominated by the chairman, Board by Governors.	Member

- (ii.) In the case of posts of deputy Registrar, Assistant Registrar, Deputy Librarian, Assistant Librarian, Demonstrator, Foreman, Senior Laboratory, Technician, Senior Instructor, Director Physical Education, Accounts Officer, Audit Officer, Medical Officer, Store-Purchase officer, Estate Officer, Assistant Engineer and Industrial Coordinator scale C & D, the selection Committee Shall consist of:

Director;	Chairman
Two outside experts from a panel of names approved by the chairman of the Board;	Members
Head of the concerned Deptt/ Schools/Centre; the Librarian or the Registrar as the case may be.	Member

- (iii.) In the case of other posts in Category : B-1 : the Selection Committee shall consist of :

Director;	Chairman
Head of concerned Department/ School/centre;	Member
An expert from the staff: of the Institute nominated by the Director; and	Member
Registrar	Member

- (iv.) The Quorum for the selection Committee under Clause 6(I) and (ii) shall be three, provided that atleast one member from amongst the outside experts is present. The Director shall select the experts from amongst the approved panel of names.

- (v.) In the case of all posts in category B-2 & B-3 the Director may, at his discretion, constitute such Selection committees as may be considered Appropriate by him.

- (vi.) **The Board of Governors at its 91<sup>st</sup> meeting held on June 30, 2009 approved the following constitution of selection committee for the selection of General Manager / Manager (Estate / Logistic / Civil / Networking / Linkage / Distance Education) :**

<b>Director</b>	<b>Chairman</b>
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<b>Deputy Director</b>	<b>Member</b>
<b>Two outside experts from a panel of names approved by the Board</b>	<b>Member</b>
<b>Registrar</b>	<b>Member</b>

(vi) **The Board of Governors at its 92<sup>nd</sup> meeting held on October 23, 2009 approved the following constitution of selection committee for the recruitment of Finance Officer :**

<b>Director</b>	<b>Chairman</b>
<b>Deputy Director</b>	<b>Member</b>
<b>Two outside experts from a panel of names approved by the Board</b>	<b>Member</b>

B-7(i) In the absence of the Director, Deputy Director shall be the Chairman of the selection committee in place of Director.

(ii) In the absence of the Deputy Director, the Director may nominate any member of the staff of the Institute to work on a selection Committee in his place.

B.8. No act or proceedings of any Selection Committee shall be called in question on the ground merely of the absence of any member or members of the Selection Committee. Provided that if any meeting of the Selection Committee is found necessary to fill a permanent post the Registrar shall give notice of the meeting to the members of the Committee at least twenty one days before the date of the Meeting.

## **APPOINTMENT TO TEMPORARY POSTS**

### **ADJUNCT PROFESSORS**

B-9 The appointment of Adjunct Professors shall be made in accordance with the procedure and terms and conditions given below:-

(i.) The Selection of the Adjunct Professor will be made on the recommendations of the following selection Committee:-

Director;	Chairman
Deputy Director;	Member
Head of the concerned department: and	Member
an expert from the staff of the Institute nominated by the Director	Member

(ii.) The proposals for appointment as Adjunct Professors will be considered on the basis of the resume of the candidate by the above Committee after obtaining the concurrence of

the employer. The appointment will be made after obtaining the approval of the Chairman, Board of Governors.

The Appointment of Adjunct Professor will be made for an appropriate period as may be decided by the Director but not less than one semester at a time.

- (iii.) The term and conditions of the Adjunct Professor will be approved by the Board from time to time. The Adjunct Professor will be paid honorarium on per lecture basis at rates as decided by the Board.
- (iv.) The out-station Adjunct Professor will also be paid TA/DA for every visit to the Campus in accordance with the rules of the parent organization. TA/DA will be paid at the end of each visit and the honorarium at the end of the semester.

### **VISITING ASSOCIATES**

B-10 The appointment of Visiting Associates shall be made in accordance with the procedure and terms and conditions given below:—

- (i.) The selection of Visiting Associates will be made on the recommendations of the following Selection Committee:

Director;	Chairman
Deputy Director;	Member
Head of Deptt. and	Member
One Professor in the Cognate area nominated by the Director.	Member

The appointment will be made after approval of the Chairman, Board of Governors on the recommendations of the above Committee:

- (ii.) The Visiting Associates will be appointed on the following terms and conditions:
  - (a) The minimum period of appointment shall be one semester, which may be extended to a maximum period of two years;
  - (b) The Visiting Associate shall draw a consolidated salary and other benefits as approved by the Board.

### **VISITING PROFESSOR/ASSISTANT PROFESSORS**

B-11 The following procedure shall be adopted for appointment to these posts:

- (i.) Persons to be appointed against these posts shall Fall in two categories:
  - (a) Those who are already working in an Institution in India; and
  - (b) Those who have retired, or are working abroad.
- (ii.) Following mode of selection shall be adopted for such appointments:

A Committee comprising the following shall Examine the bio-data in such cases after getting the written recommendations from two experts From the panel of names approved by the Board:

Director;	Chairman
Deputy Director;	Member
Head of Deptt/School/Centre;&	Member
One Professor in a cognate area Nominated by the Director	Member

- (iii.) The recommendations of the Committee will be put up to the Chairman, Board of Governors for approval. The terms and conditions for appointment as Visiting Professor shall be as under:

Category (a) The incumbent will be paid a minimum honorarium of Rs. 25,000/-p.m. and be provided rent free accommodation if available. If the accommodation is not available, the House Rent Allowance be paid as per Institute Rules and equal to the HRA paid to the respective category at the minimum of the scale, other terms and conditions being the same as heretofore.

Category (b) The Selection Committee shall make Recommendations on the merits of each case.

- (iv.) The minimum period of appointment, as Visiting Professor/ Assistant Professor shall be one semester.

## **PROCEDURE FOR APPOINTMENT OF PROFESSOR OF EMINENCE**

### **B-11 A**

1. The Institute Board/ a member of the Board may on the recommendations of the Director/ a member of the Board/ a member of the senate appoint an eminent person as Professor of Eminence on contract for period not exceeding 5 years However, the Board of Governors, on the recommendations of the Director may extend this term for another period of five years or less. Every such appointment and the terms there of shall be subject to the prior approval of the president of the Institute.

All such proposals will be processed in the Institute in accordance with the following procedure:

- (i.) The Chairman, Board/ The Director of the Institute/ a Member of the Board/a Member of the Senate may recommend the name of an eminent person for appointment as a professor of Eminence. On receiving the recommendations, the Chairman, Board of Governors may refer the matter to an Expert Committee appointed by him for the purpose.
- (ii.) The recommendations of the Expert Committee will be placed before the Board of Governors. If the Board approves the recommendations, the proposal will be sent to the President of the Institute for his approval before the appointment is made. The terms and conditions of the appointment including privileges such as free furnished accommodation, travel grant, secretarial support etc. will be decided in each case by the Expert Committee.

2. The Institute Board may also invite any person as Professor of Eminence on contract in the prescribed scale of pay and on the terms and conditions applicable to the relevant post for a period of 5 years with the provision of renewal of further period. Every such appointment and the terms thereof shall be subject to the prior approval of the president of the Institute.

**CONFERMENT OF THE TITLE OF “PROFESSOR EMERITUS”**

**B-11 B**

- (i.) The Institute Board may on its own or on the Recommendations of the Director/a Member of the Board/a member of the Senate confer the title Of “Professor Emeritus” on any distinguished Professor of the Institute at or after retirement in Recognition of scholarship & conspicuous service to the Institute, provided that no such title shall be Conferred unless the connection of the teacher With the Institute has extended over period of not Less than ten years.
- (ii.) The “Professor Emeritus” shall be for all purpose of courtesy and in ceremonial be on the same footing as a Member of the Senate, but shall not as such be entitled to membership of any Institute body or authority.
- (iii.) The honour thus conferred shall be enjoyed by the person concerned for period of three years. However, the Board of Governors may on the recommendations of the Director extend this term for another period of two years or less. The title of “Professor Emeritus” shall pertain to a particular subject and shall bear designation accordingly.
- (iv.) The “Professor Emeritus” may be paid such honorarium and traveling allowances etc; as may be fixed by the Board of Governors in individual cases.
- (v.) The “Professor Emeritus” shall be at liberty to accept and guide research work of the students studying for the Ph.D, degree of the Institute provided that in all such cases the Senate shall prescribe the procedure to be followed by the Professor concerned.

**B 11-C**

Revised UGC guidelines for the schemes of appointment of guest/part-time teachers, visiting Professor/visiting Fellows for undertaking Research/Project work and Emeritus Fellows accepted by the Board of Governors at its 13th meeting held on July 8, 1998 are given in Schedule B-X.

**OTHER TEMPORARY POSTS**

- B 12 (i) In case of lecturers if a post is to be filled Temporarily for a period not exceeding six months, the Director, may at his discretion, Constitute such Selection committees as may Be considered appropriate by him. Director Will have the power to approve such Appointments but these shall be reported to the Board in the next meeting.
- (ii) In case of posts in Category A, if a post is to be filled temporarily for a period not exceeding 12 months the Selection Committee shall consist of:

Director;	Chairman
Head of the Department/ School/Centre/Section; and	Member
An expert from the staff of the	Member

Institute nominated by the Director.

Chairman, Board will have the power to approve such appointments, but these shall be reported to the Board in the next meeting. Extension of the appointment of such employees may be made by the Board upto a maximum of two years.

**ALTERNATE MODE OF RECRUITMENT:**

1. By posting on internet, selection by discussion through internet and inviting candidates to campus promptly after he/she applies and
2. visiting premier institutions for talent hunt
3. initial screening through a committee of Sr. Faculty and Dean's representatives followed by the Dean Faculty and Director, suitable candidates are offered ranging from one to two year term employment. However, the candidate during this period would appear in the regular selection process to get absorbed in the permanent cadre.

B-13 All appointments made at the Institute shall be reported to the Board at its next meeting.

**(BOG 100<sup>th</sup> meeting held on February 24, 2012)**

**SENIORITY OF FACULTY**

1. Seniority of the employees shall be according to their respective Grade Pays. An employee with higher grade pay shall be considered senior.
2. The seniority in a particular Grade pay shall be according to date of joining in that grade pay. An employee who has joined earlier shall be considered senior.
3. The employees with identical date of joining in a grade pay, the date of joining in the immediately lower Grade pay shall be considered.
4. The employees with identical dates of joining and grade pays throughout their careers will be ranked in seniority based on their dates of birth, the employee born earlier will be considered senior.

**TERMS AND CONDITIONS OF SERVICE OF TEMPORARY EMPLOYEES**

- B.14.(i) The services of a temporary employee shall be liable to termination at any time by a notice in writing given either by the employee to the appointing authority, or by the appointing authority to the employee. The period of such notice shall be one month unless otherwise agreed to by the Institute and the employee.
- (ii) The other terms and conditions of service of such employees shall be such as may be specified by the appointing authority in the letter of appointment.

**APPLICATION FEE**

B-15 A candidate applying for a post in the Institute shall be charged application fee of Rs. 25/- (for category A), and Rs.50/- (for all other categories) in the form of Crossed Indian Postal Order/Bank Draft in favour of the Institute.

This fee shall, however not be charged form Scheduled Tribe and Scheduled Caste candidates and candidates applying from abroad and candidates sponsored by Employment Exchange.

### **PAYMENT OF T.A. TO CANDIDATES ATTENDING INTERVIEWS**

- B.16. (i) The candidates called for interview for the post of Professor may be allowed reimbursement of travel expenses to and fro upto Ist class Railway fare by the shortest route.
- (ii) The candidates called for interview for the post of Lecturer and Assistant professor may be reimbursed travel expenses to and fro upto Second class Railway fare by the shortest route.
- (iii) Director may at his discretion, sanction reimbursement of Railway fare to candidates called for interview for other posts.

### **MEDICAL FITNESS**

B-17 Every regular appointment shall be subject to the condition that appointee is certified by a Medical Authority, nominated by the Board, as being in Sound health and physically fit for service. Provided that the Board for sufficient reasons may relax the medical requirement in any particular case or cases subject to such conditions If any, as may be laid down by it. However, those appointees who have already produced the certificates of physical fitness from the prescribed authority to Institute on the initial appointment need not produce such a certificate again, on his new appointment or Promotion.

Provided further that in case of persons appointed on temporary basis or on fixed term appointment the production of certificate of physical fitness may be Dispensed with.

### **JOINING TIME**

B-18 The joining time shall be upto three months for Category A, and upto one month for category B. Provided that if the candidate is abroad the Joining time shall be upto six months. The Extension, if necessary may be granted by the Director.

### **PAY & ALLOWANCES**

B-19 The Pay scales and other allowances of all the employees shall be as adopted by the Board from Time to time.

B-20 An employee shall make a declaration of his age to the appointing authority at the time of his entry in to service based on his Matriculation or equivalent Certificate and in the case of non matriculates, such other documentary proof as may be acceptable to the authority upon which the age will be admitted. After the declaration of age and acceptance of the same by the authority it shall be binding on him and no revision of such age shall be allowed to be made at later date or any purpose whatsoever .

### **AGE OF ENTRY**

B-21 Person whose age is less than 18 years will not be appointed to any post in the Institute.



## **RECORD OF SERVICE**

B-22 There shall be a personal file for every employee in which shall be placed all papers, records and other documents relating to his service in the Institute. The file shall contain in particular, a service Book giving a history of his service from the date of his appointment including increment, promotion, reward, punishment and all other special events of his service career. The Service-Book shall also contain a leave account of the employee showing a complete record of all leave (except casual leave), earned as well as unearned taken by him.

## **WHOLE TIME OF AN EMPLOYEE**

- B.23(i) Unless in any case it be expressly provided for, the whole time of an employee shall be at the disposal of the Institute and he shall serve the Institute in such capacity and at such places as he may, from time to time, be directed by the supervisor/ Director.
- (ii) An employee of the Institute may be called upon to perform any work as may be assigned to him in the interest of the Institute.

## **COMPOSSIONATE APPOINTMENTS**

B-24 The dependents of the employees of the Institute who “die in harness”/retire from service on medical grounds may be employed as per the scheme given in Schedule B-1

## **ANNUAL INCREMENTS**

B-25 Annual Grade Increment shall ordinarily be drawn as matter of course, unless it is withheld and will be entered in the service Book with effect from the due date. No increment shall be withheld without assigning specific reasons in writing. An employee shall have the right to appeal to the next higher authority against the decision to withhold annual grade increment. In the case where appointing authority is the Board the appeal shall lie with the Board of Governors for review.

## **EFFICIENCY BAR**

B-26 Where an efficiency bar is prescribed in a time-Scale the next increment above the efficiency bar shall not be given without the specific sanction of the appointing authority on the recommendation of the Head of the Department/School/Centre.

## **PROBATION AND SUPERANNUATION**

- B-27
- (i.) All appointments to permanent posts in the Institute shall be made on probation for period of two years. Provided that if a confirmed employee of the Institute is appointed against a permanent post the period of probation shall one year.
- (a) The head of Department/ School/ Centre/ section shall be asked to send a report about the work and conduct of the employee with a definite recommendation for confirmation atleast two months before the expiry of the date of probationary period or otherwise.
- (b) The appointing authority shall have power to confirm an employee on the recommendation of the Head of the concerned Departments/ School/ Centre/ Section/ Unit.

- (ii) The appointing authority shall have power to extend the period of probation of an employee for such time and on such terms and conditions as he may find necessary.
- (iii) On completion of the period of probation or, the extended period of probation, as the case may be, the employee, shall, if his work and conduct has been satisfactory, be confirmed in the post and he shall, if his work continues to be satisfactory and he abides by the Service Regulations of the Institute, continues to hold his office till he attains the age of 60 years .

## **SUPERANNUATION**

(BOG 125<sup>th</sup> MEETING HELD ON March 30, 2017)

### **B.27.A (i)**

(i) A faculty member will normally superannuate on last day of the semester in which she/he completes 60 years of age. The faculty member may be considered for extension upto the age of 62 / 63 / 65 years after superannuation. Five year extension shall be given only in exceptional cases. The extension will be given on the recommendations of the review committee consisting of the following:

- |    |  |            |
|----|--|------------|
| 1. | Director   | - Chairman |
| 2. | Deputy Director(s)                                 | - Member   |
| 3. | Dean, Faculty Affairs                              | - Member   |
| 4. | One outside expert to be nominated by the Director | - Member   |
| 4. | Concerned Head of Deptt.                           | - Member   |

- (a) The faculty member desiring extension beyond 60 years is required to submit an application at an age of 58 years. The application should be accompanied by the detailed bio-data with achievements and contributions in the last five years to the Institute.
- (b) The application and bio-data will be reviewed as per need, requirement and on the parameters of teaching, research, institutional activities, general behavior and commitment to the Institute. On the recommendations of review committee, the faculty member can be given extension for superannuation up to the age of 62 / 63 / 65 years with full salary. The faculty member will be intimated within two months of her/his request.
- (c) The faculty member desiring next term will have to again submit an application accompanied by detailed biodata three months before the completion of 62 / 63 years of age and same process of review will be followed for giving the extension up to age of 65 years. She/he will again be intimated within two months of her/his request.
- (d) Under exceptional circumstances, Director can request the Chairman, BOG to extend the services of any faculty member beyond the age of 65 years at a consolidated salary. Such cases will not follow the above process. The faculty member recommended for extension after 65 years of age will be re-employed at a consolidated salary.
- (e) The faculty member superannuating at the age of 60 / 62 / 63 / 65 years can also be considered for contractual faculty position on consolidated salary.

- (f) The faculty member will have to vacate the house after superannuation, as per Institute rules. However, suitable accommodation subject to availability may be given to faculty member if extension is given beyond date of superannuation.
- (g) All retirement benefits will be given at the time of superannuation.
- (h) No extension will be given to the faculty after attaining the age of 70 years.

(ii) A faculty member will superannuate on June 30, for the Academic Semester from January to May/June and 31st December for the Academic semester from July to December in order to ensure that there is no disruption of academic work/activity.

(iii) In case of non-teaching staff, an employee whose date of birth falls on any day of month other than the first of that month, shall on attaining the age of superannuation retire on the last day of that month which will be working day. However, an employee whose date of birth is the first of the month shall retire on the afternoon of the last day of the proceeding month.

(iv) The Board shall, if it is of the opinion that it is in the interest of the Institute to do so have the absolute right by giving an employee prior notice in writing, to retire that employee on the date on which he completes twenty five years of service or attains fifty years of age or on any date thereafter to be specified in the notice.

The period of such notice shall not be less than three months. Provided that if the notice period is less than the three months, the employee shall be entitled to claim pay and allowances for the period by which such notice falls short of three months.

(v) An employee may after giving at least three months notice in writing to the appointing authority retire from service on the date on which he completes twenty-five years of service or attains fifty years of age or on any date there after to be specified in the notice. Provided that if the notice period is less than three months, the Institute shall be entitled to claim pay and allowances for the period by which such notice falls short of three months.

(vi) The notice of voluntary retirement shall require acceptance by the appointing authority.

(vii) The employee, who decides to seek, voluntary retirement and has given the necessary notice to that effect to the Director shall be precluded from withdrawing his notice except with the specific approval of the appointing authority. Provided that the request for withdrawal shall be made before the intended date of his retirement. Provided further that the employee under suspension shall retire from service except with the specific approval of the board.

(ix) The board, may in exceptional cases grant re-employment to an employee who have attained the age of 60 years, on such terms and conditions as may be laid down by it. Provided that no employee shall be retained in service or re-employed beyond the age of 65 years. Provided further that in the first instance, the re-employment period shall not exceed three years.

## **LIEN AND DEPUTATION**

B-28 The appointing authority may allow an employee of the Institute to be on deputation to an outside agency on the terms and conditions as given in Schedule B-VII. An employee of the Institute on deputation with an outside agency shall be allowed to retain a

lien on his post depending upon the length of service put in by the employee in the Institute. The maximum period for which an employee can remain on Foreign Service will be as under:

Less than 5 Years	Nil
Service more than 5 Years but less than 10 Years in the Institute.	2 Years
Service more than 10 years in the Institute	3 years extendable upto a maximum period of 5 years (in two spells of one year each) at the discretion of the Board of Governors. However, this period can be availed in not more than three spells at different times during service in the Institute

**Note: Foreign service for the purpose of this Regulation will mean service outside TU**

**The Board of Governors at its 67<sup>th</sup> meeting held on 12.09.2002 agreed in principle for special consideration to be given to disabled persons for all categories for direct recruitment.**

**The Board decided that in case of disabled (blind, deaf and handicapped) persons such candidate is considered sympathetically at the time of recruitment and priority be given to him if the selection committee finds that the candidate will be able to cope up with the work for the post for which he/she is being considered.**

**BOARD OF GOVERNORS 110<sup>TH</sup> MEETING HELD ON MARCH 21, 2014  
(Amended in BOG 116<sup>th</sup> meeting)**

**TUITION & DEVELOPMENT FEE WAIVER FACILITY TO EMPLOYEES,  
WARDS AND SPOUSE**

**Thapar Institute of Engineering & Technology, Patiala**

100% of the Tuition and Development Fee waiver to the employees for PG and Ph.D. programmes.

The Institute will give freship to the spouse and two children (out of two children, one should be selected through general merit) of the employees equal to tuition fee and development fee on semester basis if he/she get admission in any programme offered by TU.

**Thapar Polytechnic College, Patiala**

50% of the Tuition & Development fee waiver to employee, spouse and one child in UG, PG and Ph.D. programmes offered by TU.

**SAI Lab, Patiala**

50% of the Tuition & Development fee waiver to employee, spouse and one child in UG, PG and Ph.D. programmes offered by TU.

1. In case a student admitted under this category withdraws for any reason and rejoining in another programme from next session, he will have to pay the amount equal to the waiver granted to the Institute before his/her case consider for fresh waiver. Likewise, if after the withdrawal of earlier admitted child, the another child is admitted and apply fee waiver, the above mentioned condition will be applied before release of fee waiver.
2. If an employee retires from the service, the benefit of fee waiver will continue for the self /wards / spouse of the employees for entire period of the duration of the programme even after his / her retirement (only for those who have been admitted before the retirement of the employee). This shall also be applicable where the employee expires during service.
3. The benefit of the fee waiver will continue to be extended to the employee, ward and spouse for next degree; if he successfully completes the previous degree.
4. All the employees who get the benefit of fee waiver for self, will have to submit a service bond that he / she will not leave the Institute within three years after the completion of programme, failing which total of fee waiver will be recovered from the employee. In case of fee waiver to spouse or child, the service bond shall be restricted to only one year post completion of the course and 50% amount of the fee waiver will be recovered if he /she left the Institute before one year.
5. This scheme is applicable for the regular permanent and tenure positions.
6. Tuition fee waiver facility in UG programmes will only be given to the spouse and wards only. The employees will not be entitled for the same.
7. 100% tuition fee and development fee waiver for the employees of Thapar Polytechnic College and SAI Lab for Ph.D. programme.

## **INSTITUTE EMPLOYEE'S WARD SCHOLARSHIP**

The wards of employees who are studying in the various programs shall be given Institute employee's ward scholarship subject to following conditions:

- 1 These scholarships shall be for wards of employees studying at TU only.
- 2 The employee will have to pay total fee at the start of every semester. The Institute will give scholarship to his/her ward/spouse equivalent to Tuition fee and development fee.
- 3 The Scholarship amount will be paid maximum for the normal duration of the program i.e. BE/BTech student will get for 8 semesters, ME/MTech for 4 semesters etc only.
- 4 This scholarship can be availed by spouse and maximum of 2 children provided one of the child gets admitted in open merit. A child who has taken scholarship at UG level can also take the benefit at PG and PhD level.
- 5 In case a student is eligible for merit scholarship offered by TU or by any other outside agency, he/she shall be entitled for that scholarship also in addition to Institute employee's ward scholarship.
- 6 This scholarship shall be given to the wards of those employees who are either regular or on term post of atleast 3 years duration.
- 7 While studying at TU, if father/mother of the ward superannuates or expires during service, the scholarship shall continue for the remaining normal duration of program as per clause 1. Such employee must have minimum of 15 years working at TU before superannuation.

**Board of Governors 81<sup>st</sup> meeting held on August 17, 2006**

**GRIEVANCE REDRESSAL COMMITTEE**

- (a) One Professor of the Institute in rotation for a period of two years – Chairman
- (b) One Assistant Professor of the Institute in rotation for a period of two years – Member
- (c) Registrar – Convener

The terms of reference of the Grievance Redressal Committee will be as under :

- i. Any employee of the Institute could address his grievance in writing to the Chairman of the Committee.
- ii. The grievance could be arising out of policy matters or personal reasons.
- iii. Whenever an employee wishes to put forth any claim or seeks redress of any grievance or of any wrong, which he deemed having been done to him, he must forward his case through proper channel, and shall not forward such advance copies of his application to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.
- iv. No employee shall be a signatory to any joint representation addressed to the authorities for redress of any grievance or for any other matter.
- v. The committee shall call for meeting within a week of receiving any grievance and submit its recommendations to the *Deputy Director* for his approval within a fortnight of having received a grievance. The process could be expedited at the discretion of the Chairman if the grievance be of such a nature which may need immediate attention.
- vi. Three members of the committee, present in person, shall constitute a quorum at any meeting of the committee.
- vii. If the complaint is against any member of the committee at paragraph 2 above, he /she shall not form the quorum of that committee in which his / her case is being heard of and decided. In such a case, the senior most person on the committee will co-opt another suitable member with the permission of Director to have the quorum of three members on the committee.
- viii. The decision of the Director as an appellate authority will be final

## FORWARDING OF APPLICATION FOR OUTSIDE EMPLOYMENT/ FOREIGN ASSIGNMENT OUTSIDE THE COUNTRY

### B.28.A

- |     |   |   |   |
|-----|---|---|---|
| (a) | Permanent employees (without any bond)                  | : | Two applications per years  |
| (b) | Permanent employees (with bond)                         | : | One application per year stating clearly the conditions of bond under which the person is serving and under which he could be released if selected. |
| (c) | Employees on Probation                                  | : | One application per year  |
| (d) | Temporary Employees                                     | : | Two per year  |
| (e) | Adhoc employee  | : | Any number, such staff members will not formally, be allowed to leave the service before the end of the semester .                                  |
| (f) | Application to be forwarded for foreign assignment etc. | : | The application for foreign assignment would be treated as one of the applications for employment as mentioned above.                               |
- (i.) Application of those employees will be forwarded for foreign assignment who have served the Institute at least for a period of 5 years
- (ii.) The duration of leave shall be two years which can be extendable to three years at the discretion of the Board of Governors
- (iii.) The leave shall not end or commence during the Semester
- (iv.) The application shall remain valid for a period of one year.

## APPLICATION TO BE FORWARDED FOR SCHOLARSHIP/FELLOWSHIP

### B 28-B

Application for Scholarship or fellowship would not be treated as application for employment.

Forwarding of application in this regard will not automatically entitle a candidate to the grant of leave etc. The employee will have to apply separately for leave etc. which will be considered as per the Regulations of the Institute.



## **Leave Rules**

B.29 The employees shall be entitled to grant of leave according to the Regulations given in schedule B-II.

## **Vacation Salary**

B.30.(i) All teachers of the Institute shall be vacation Staff.

(ii) The term and conditions for the grant of Vacation is given in schedule B-II.

## **Medical Attendance And Reimbursement Of Expenditure**

B.31 The employees shall be entitled to Medical facilities as per the Regulation given in Schedule B-III.

## **Contributory Provident Fund Scheme**

B.32 The employees shall be entitled to the contributory provident fund according to the Regulations given in Schedule B-IV.

## **Discipline Penalty & Appeal**

B.33.

(i.) Subject to the provisions in the Regulations, an employee of the Institute shall be liable to disciplinary action for acts of misconduct such as, negligence in the discharge of duty, in-subordination, any act prejudicial to the interest of the Institute or its property.

(ii.) The following penalties may for good and sufficient reasons, be imposed upon any employee of the Institute.

a. Censure

b. withholding of increments or promotion

c. Recovery from pay of the whole or part of any pecuniary loss caused to the Institute by negligence or otherwise.

d. Reduction to a lower service grade or post or to a lower stage in the same post.

e. Removal from the service of the Institute which shall not be disqualification for employment under the Institute.

f. Dismissal from service which shall ordinarily be disqualification for future employment under the Institute

(iii.) Except where otherwise laid down in these Regulations the authority competent to Appoint shall be competent to impose any kind of punishment including removal from service on grounds of misconduct or gross inefficiency etc. In the event of any such order or punishment by the competent authority the employee concerned shall have the right of appeal to the Board whose decision shall be final.

(iv.) The grounds on which it is proposed to take action under Regulation 33 (ii), i.e. and it shall be reduced to the form of a definite charge or charges which shall be communicated in writing to

the employee concerned and he shall be required within reasonable time to state in writing whether he admits the truth of all or any of the charges, what explanation or defense, if any, he has to offer and whether he desires to be heard in person. If he so desires or if the appointing authority so directs, an oral enquiry shall be held at which all evidence shall be heard as to such of the charges as are not admitted. The person charged shall be entitled to cross-examine the witnesses, to have such witnesses called as he wish provided that the officer conducting the enquiry may for reasons to be recorded in writing refuse to call any witness. The proceedings shall contain sufficient record of the evidence and statement of the findings and the grounds thereof.

- (v.) When it is proposed to take action under Regulation 33.2.1, 2 & 3, no order shall be passed imposing a penalty on an employee unless he has been given an adequate opportunity of making any representation that he may desire to make, and such representation, has been taken into consideration.

Provided that this condition shall not apply in a case where an order based on facts which has led to his conviction in a criminal court or an order has been passed superseding him for promotion to a higher post on account of the existence of unsatisfactory record.

Provided further that the requirements of this regulation may, for sufficient reasons to be recorded in writing, be waived where it is not practicable to observe them and where they can be waived without injustice to the employee concerned.

- (vi.) After the enquiry against an employee has been completed and after the punishing authority has arrived at a provisional conclusion that the penalty proposed is dismissal, removal or reduction in the rank of an employee be supplied with a copy of the report of the enquiry authority and be called upon to show cause within reasonable time, not ordinarily exceeding one month why the particular penalty proposed be not imposed upon him. Any representation submitted by the accused in this respect shall be taken in to consideration before final orders are passed.
- (vii.) In the case of an appeal against an order under this clause, the appellate authority shall consider:
- (a) Whether the facts on which the order was passed have been established;
  - (b) Whether the fact established afford sufficient ground for taking action;
  - (c) Whether the penalty is excessive, adequate or inadequate; and after due consideration shall pass such order as it thinks proper.

### **Termination of Service**

B-34

- (i.) The appointing authority shall have the power to terminate the services of an employee on one month notice without assigning any reasons, during the period of probation, or extended period of probation. Provided if the employee was appointed from within the Institute, he may be reverted to his former post in the Institute.
- (ii.) The Board shall have the powers to terminate the services of an employee by giving three month's notice in writing or on payment of three month's salary in lieu thereof, if on medical grounds including mental disability certified by a Medical authority nominated by the Board his retention in service is considered undesirable by the Institute.

- (iii.) The Board shall have the power to terminate the services of any employee on grounds of retrenchment by giving to the person or persons concerned 6 months notice in writing or 6 months salary in lieu thereof in case of permanent employees, and one month's salary in case of temporary employees. In case of retrenchment in a particular cadre the junior most employees will be retrenched, first. Such a notice or pay in lieu thereof shall not be required to be given when services are terminated on grounds of misconduct and/or discipline.
- (iv.) The appointing authority shall have the power to terminate the services of an employee convicted in the court of law for offences involving moral turpitude.
- (v.) An employee may terminate his engagement with the Institute by giving the appointing authority three month's notice in writing if he is a permanent employee and one month's notice in writing if he is a temporary employee, provided that the appointing authority may for sufficient reasons, either reduce this period or call upon the employee concerned to continue in service till the end of the academic session in which the notice is served.
- (vi.) An employee, before leaving the Institute service shall hand over the charge of his post to a duly authorized employee and shall return to the Institute all books, apparatus, furniture, etc., issued to him for his personal use and shall pay up in full, all the charges due from him for occupation of residential quarters, municipal taxes, water and electricity charges etc. If he fails to do so, the Institute shall have the power to recover the amount due from his last salary or from the Institute contribution to his provident Fund.
- (vii.) An employee, who is in the occupation of residential accommodation of the Institute, shall on leaving the service of the Institute, vacate the residence allotted to him by the Institute in accordance with the provisions of house allotment Regulations

#### **Suspension and allowances and leave during suspension**

B-35.

- (i.) Notwithstanding the provisions of the clause above, the competent authority may also place an employee under suspension under the following circumstances:
  - (a) Where disciplinary proceeding against him is contemplated or is pending, or
  - (b) Where a case against him in respect of any criminal offence is under investigation, enquiry or trial.
- (ii) An employee under suspension shall be entitled to a subsistence allowance of an amount equal to leave salary and dearness allowance(if any) which an employee would have drawn if he had been on leave on half pay:

Provided that where the period of suspension exceeds twelve months, the authority which made or is deemed to have made the orders of suspension shall be competent to vary the amount of subsistence amount for any period subsequent to the period of the first twelve months as follows:

- (a) The amount of subsistence allowance may be increased by a suitable amount not exceeding 50 percent of the subsistence allowance admissible during the period of the first twelve months, if in the opinion of the said authority suspension has been prolonged for reasons to be recorded in writing, not directly attributable to the employee.
- (b) The amount of subsistence allowance may be reduced by a suitable amount, not exceeding 50 percent of the subsistence allowance admissible during the

period of the first twelve month, if in the opinion of the said authority, the period of the suspension has been prolonged due to reasons to be recorded in writing directly attributable to the employee.

- (c) No payment shall be made unless the employee furnishes a certificate that the employee is not engaged in any other employment, business, profession or vocation
- (d) A suspended person shall not be entitled to any leave for the period of suspension

#### **Pay on Reinstatement after suspension**

B.36 When an employee who was suspended is finally reinstated he shall get full pay unless the competent authority has expressly ordered a deduction to be made for suspension period as a punishment. In the case of dismissal, payment of the allowance shall be made in the accordance with the decision of the competent authority.

#### **Traveling and daily allowance**

B-37

- (i.) The employees of the Institute shall be entitled to traveling and daily allowance as prescribed by the Board from time to time.
- (ii.) The persons invited to attend a meeting of the Institute Authority, or a Selection Committee, or to conduct an examination may be paid T.A./D.A in cash/cheque according to the rates prescribed by the Board. Provided that if the payment of the return journey the person shall give a certificate that the return journey shall be performed in the manner as claimed in the bill.

#### **Inventions and Patents by the staff and students of the Institute**

B.38 The regulations regarding inventions and patents by the staff and students of the Institute are given in Schedule B-V.

#### **Residential Accommodation for staff**

B.39

- (i.) An employee of the Institute may be allotted a furnished or an unfurnished house, if available on Campus of the Institute subject to such terms and conditions as may be laid down by the Board.
- (ii.) The Board may authorize the grant of rent-free furnished or unfurnished accommodation or accommodation at concessional rent, to such staff as it considers necessary in the interest of the Institute.
- (iii.) House Allotment Rules are given in Schedule B-VI.

#### **Grant of permission to the non-teaching staff for higher studies**

B.39.

- (i.) Not more than 20% of the staff of a particular category shall be allowed permission for appearing in the examination, at a time, as private students

through correspondence courses/Part-time Courses etc. This permission will be given subject to exigencies of service but leave can be restricted to examination days only.

- (ii.) Institution shall not incur any financial liability.
- (iii.) No incentive increment will be permissible for acquiring higher qualification except where the staff member has undergone specialized to the nature of duties entrusted to him. The director was authorized to take a final decision in such cases.
- (iv.) Permission will be granted on the condition that the work of the Institute does not suffer. If it is found, that the staff member given permission is neglecting his work, the permission for higher studies is liable to be withdrawn.

### **Payment of Honorarium**

B.39.B When an employee holds current charge of another post involving higher responsibility in addition to his own substantive post for not less than 30 days, the Director may allow honorarium equivalent to 5 percent of the substantive basic pay of an employee.

### **General**

B.40 Any matter regarding conditions of service not covered by the provisions of these Regulations may be decided by the director with the approval of the Board, or under the powers which may be delegated to him by the Board as he may deem fit.

### **Power to Relax**

B.41 Where the Board is satisfied that the operation of any regulation causes undue hardship in any particular case, the Board may dispense with or relax the requirement of the Regulation to such an extent and subject to such conditions as it may consider necessary for dealing with the case in a just any equitable manner.

Provided that the Board reserves to itself the power to modify, and or delete any clause under these regulations, as may from time to time deem expedient. Provided further that the conditions of service of an employee shall not be varied to his disadvantages after his appointment.

### **Interpretation**

B.42 Not with standing anything contained in these regulations, the Board shall have the power to decide on any matter when any difficulty arises regarding the interpretations or implementation or any of the regulations.

B.43 Scheme for Grant of Gratuity to the Institute Employees is given in Schedule B-IX.

B.44 Any matter regarding conditions of service not covered by the provisions of the Rules and Regulations of the Institute may be referred to Board for advice. The decision of Board will be final.

## SCHEDULE B-I

### COMPASSIONATE APPOINTMENTS OF WIFE/SON/DAUGHTER OF DECEASED EMPLOYEE/EMPLOYEE WHO RETIRED ON MEDICAL GROUNDS

#### 1. GENERAL SCHEME

The director is competent to appointment on compassionate grounds in relaxation of procedure of recruitment through selection committee or Employment Exchange as laid down in service regulations but subject to the other requirements set out below, the wife/son/ daughter of an employee of the Institute who either dies in harness or is retired on medical grounds to all categories or is retired on medical grounds to all categories of post in the Institute.

#### 2. FILLING OF POSTS

The appointments made on compassionate grounds will not in any case exceed 50% of the vacancies in any calendar year after allowing for the reservations.

#### 3. ELIGIBILITY

The wife/son/daughter will be appointment com-passionate grounds only if they are eligible and suitable for the posts in all respects under the provision of service regulations of the Institute. Cases where the condition of the family is very hard and appointment can be made only by relaxation of educational qualifications, the director may relax educational qualifications in case of appointments to lowest rank posts viz Malies/ Sweepers/ Chowkidars/ Khalisis/ Peons/ Lab. Attendants. Where a wife/son/daughter applying for the post does not yet have the necessary qualifications and has to be given opportunity to acquire the requisite qualification. This relaxation will be permitted for a period upto two years. Beyond this no relaxation of educational qualifications will be admissible and the services of the person concerned are liable to be terminated.

The appointment made on compassionate grounds will be subject to the following conditions:

- (i) The person concerned fulfills the requirements of educational qualification and experience for the post as laid down in the Institute Service Regulations.
- (ii) The benefit of employment on compassionate grounds will be admissible to widow of a deceased employee provided she is not remarried.
- (iii) The benefit of appointment on compassionate grounds will be admissible to wife/son/daughter upto a period of 5 years after the death/ compulsory retirement on medical grounds of an employee.
- (iv) In deserving cases even where there is an earning member in the family, a wife/son/daughter of an employee who dies in harness leaving his family in indigent circumstances, may be considered for an appointment. The Director will satisfy himself that the grant of concession is justified, having regard to the number of dependents left by the deceased, the assets and liabilities left by him, the income of the earning member as also his liabilities, whether the earning member is residing with the family of the deceased employee and whether he is supporting the family of the deceased or not.

#### **4 DEATH DURING RE-EMPLOYMENT OR EXTENSION IN SERVICE**

The wife/son/daughter of an employee of the Institute who dies during the period of extension in service is eligible for the concession under the scheme of compassionate appointments. However, the benefit of this scheme is not admissible to those employees who pass away during re-employment.

#### **5 PROMOTIONS**

When a person has accepted a compassionate appointment to a particular post, the set of circumstances which led to his initial appointment, should be deemed to have ceased to exist and thereafter the person who has accepted compassionate appointment in a particular post should strive in career like his other colleagues for future advancement. Claims for promotions on consideration of compassionate will not be entertained.

#### **6 APPLICATIONS**

The applications for employment on compassionate ground will be submitted on a prescribed form as given in Annex-I of Schedule B-1.

PROFORMA REGARDING EMPLOYMENT OF DEPENDENTS OF INSTITUTE  
EMPLOYEES DYING WHILE IN SERVICE/RETIRED ON MEDICAL GROUNDS

PART-I

- I. (a) Name of the deceased/(Retired on Medical grounds ) Employee  
(b) Designation of the employee.  
(c) Date of death/retirement on medical grounds  
(d) Total length of service rendered  
(e) Whether permanent or temporary  
(f) Whether be longing to SC/ST/BC
  
- II. (a) Name of the candidate for appointment  
(b)\* His/her relationship with the employee  
(c) Date of Birth  
(d) Married/unmarried  
(e) Educational Qualifications  
(f) Whether any other dependent has been appointed on compassionate ground.
  
- III. Particulars of total assets left including amount of
  - (a) C.P.F Balance
  - (b) L.I.C. Policies
  - (c) Moveable and immovable properties and annual income earned there from by the family
  - (d) Any other property/ Deposit
  
- IV. Brief particulars of liabilities if any:  
\*In case of wife, an affidavit duly signed by the magistrate Ist class stating that she is not re-married is to be attached
  
- V. Particulars of all dependents of the employee (if some are employed their income and whether they are living together or separately)

S.No.	Name	Relationship with the employee & age	Employed or no particulars of employment and emoluments
1.			
2.			
3.			
4.			

VI. **Declaration**

I do hereby declare that the facts given by me above are to the best of my knowledge correct, if any of the facts herein mentioned are found to be incorrect or false at a future date, my services may be terminated.

Dated: \_\_\_\_\_ Signature of the candidate  
Mr./Miss/Mrs. \_\_\_\_\_ is known to me and the  
Facts mentioned by him are correct.  
Dated: \_\_\_\_\_ Signature of permanent  
Institute Employee  
Name



Address

I have verified that the facts mentioned by the candidate above are correct

Signature of the  
In-charge, Personnel &  
Administration Section

N.B

1. The applicant is required to submit original certificates issued by the competent authority along with a copy each thereof in respect of items II (c) & (d)
2. An affidavit in regard to items III (d), III (e), IV & V should be submitted along-with this form by the application

PART II

1. (a) Name of the candidate for appointment
  - (b) His/ her relationship with the employee
  - (c) Educational qualifications, age (date of birth and experience, if any)
  - (d) Post for which employment is proposed
  - (e) Whether the recruitment rules provide for direct recruitment
  - (f) Whether the candidate fulfils the requirement of the recruitment regulations for the post
  - (g) Apart from waiver of employment exchange procedure what other relaxations are to be given
- II. Whether the facts mentioned in Part-I have been verified by the office and if so indicate the records.
  - III. Personal recommendations of the Head of the Department/Section
  - IV. If the employee died/retired on medical grounds more than 5 years back, why the case was not sponsored earlier.

**LEAVE RULES FOR THE STAFF**

1. The provisions contained in this Schedule shall apply to all employees of the Institute
2. Definitions:

In this schedule unless the context otherwise requires

- (a) "Leave includes casual, earned, academic, study, sabbatical, half pay, commuted, extraordinary, maternity and hospital leave.
  - (b) "Earned Leave" means : leave earned in respect of periods spent on duty during vacation or otherwise.
  - (c) "Half Pay Leave" means: leave earned in respect of completed years of service calculated according to the provisions hereinafter contained.
  - (d) "\commuted Leave" means: leave as provided under paragraph 21.
  - (e) "Completed years service" means: continuous service of the specified duration in the Institute and includes period spent on duty as well as on deputation and leave including extraordinary leave.
3. Leave cannot be claimed as a matter of right. When the exigencies of the service so require, discretion to refuse or cancel leave of any description is reserved with the authority empowered to grant it.

**Chang in nature of leave.**

4. The nature of leave due and applied for by an employee cannot be altered at the option of the sanctioning authority, so , while it is open to the sanctioning authority to refuse or cancel leave due and applied for under this rule it is not open to him to alter the nature of such leave except as provided under Para 13.

**Authority empowered to sanction leave**

- 5 (i) Leave other than 5(iii) may be sanctioned by the Director or by a member of the staff to whom powers in respect have been delegated by the Director.
- (ii) The Chairman of the Board of Governors will have the power to sanction leave to Director except as provided under 5(iii)
- (iii) Study Leave to the employees of the Institute including the Director will be sanctioned by the Board of Governors.

**Commencement and termination of leave**

6. (i) Leave ordinarily begins from the date on which leave actually availed of and ends on the day preceding the one on which duty is resumed.
- (ii) Sundays and other holidays may be prefixed as well as suffixed to leave subject to any limit of absence on leave prescribed under each category of leave.

7. All kinds of leave, other than earned leave, shall automatically lapse on the date of actual retirement or resignation of an employee.

#### **APPLICATION FOR LEAVE**

8. (i) An application for leave shall be made to the authority competent to grant leave. In the application for leave the kind of leave required and complete address while on leave, shall be given.
- (ii.) Every application for leave on Medical grounds, if it is more than three days, must be accompanied by a Medical Certificate from the Institute Medical Officer or from a registered Medical practitioner having qualification not less than M.B.B.S. However, in the case of an employee in category B service, a medical certificate given by a registered medical practitioner or a registered Vaidya or Hakim/Homeopath will also be accepted. Provided that the Director, may, at his discretion, secure a second medical opinion from the Institute Medical Officer or Chief Medical Officer. In that case, it will be incumbent upon the employee concerned to appear before that authority for second medical examination and the Medical Authority so nominated shall express an opinion both as regards the facts of the illness and as regards the necessity for the amount of leave recommended. The fee, if any, to be charged for second medical opinion shall be paid by the Institute.
- (iii.) The mere submission of an application for leave does not mean that the leave has been sanctioned, the applicant should await orders of the competent authority and proceed on leave only after it has been duly sanctioned by the competent authority. Except in the case of emergency an employee who absents himself from duty without proper permission of the competent authority is liable to have his absence from duty without leave.

#### **Rejoining duty on return from leave on Medical Certificate**

9. An employee who has been granted leave on Medical Certificate shall be required to produce a Medical certificate of fitness before resuming duty.
10. Except with the permission of the authority which granted the leave, no employee on leave may return to duty before the expiry of the period of leave granted to him.
11. Continuous Temporary Service followed by permanent service without any break shall be included in permanent service for the purpose of computation of all kinds of leave
12. If an employee overstays his leave, he shall forfeit all salary during the time of his remaining so absent and if he overstays his leave for more than a fortnight his services are liable to be terminated.

#### **Conversion of One kind of leave into another kind**

13. (i) At the request of an employee the sanctioning authority may convert any kind of leave (except casual leave) including extra-ordinary leave, retrospectively into leave of a differed kind which may be admissible as on date on which the conversion is approved, but the employee cannot claim such conversion as a matter of right.
- (ii) If one kind of leave is converted into another the amount of leave salary and allowances admissible shall be recalculated and the arrears of leave and allowances paid and amounts overdrawn recovered, as the case may be.

### **Acceptance of Employment during leave**

- 14 An employee on leave may not take any service or accept any employment (including the setting up of a private professional practice as consultant, accountant or legal practitioner etc. ) without obtaining the prior sanction of the appointing authority in writing.

### **Counting of leave towards increment:**

15. All leave except the extra-ordinary leave will count towards increment. The competent authority may in any case in which it is satisfied that the extra-ordinary leave was taken on account of illness or any other cause beyond the control of the employee or for pursuing higher scientific and technical studies, direct that the extra ordinary leave shall count towards increment. In the case of extra-ordinary leave the date of increment shall be advanced by the period of such leave except as provided above.

### **Leave travel concession**

- 16 The Institute employees other than work charged employee shall be entitled to the leave travel concession as under
  1. Leave travel concession for journey to any place in India in every block of 4 calendar years commencing from April, 1990, the first block being 1990-93.  
In this concession for visiting any place in India is not utilized during a certain block of 4 years, it can be carried forward to the first year of the subsequent block of four years with the permission of the Director .
  2. Leave Travel concession for traveling to Home town in every block of two calendar years commencing from 1990-first block being of years 1990 and 1991. In case the leave Travel Concession for travel to any place in the India as specified at (1) is availed of in a certain block of 4 years by an employee, the said employee shall be entitled to avail of the leave travel concession for travel to his Home Town only once in that block of 4 years.

The above leave Travel Concession shall be admissible subject to the following conditions:

**BOG 102<sup>nd</sup> meeting held on July 27, 2012 revised the LTC entitlements as per following :**

Approved LTC Entitlement	
Grade Pay	Entitlement
Professor & above, Registrar, Finance Officer and Librarian	Economy Class by Air
Grade Pay $\geq$ ₹ 7600	AC 1st class by train.
Grade Pay $\geq$ ₹ 4200	AC II Tier class by train.
Grade Pay $\geq$ ₹ 2000	AC III Tier by train.
Others	Second Sleeper by Train.

1. Journey by other public transport shall be permitted; reimbursement shall be as per the entitlement.
2. If it is a package tour then only travelling expenses as per entitlement shall be reimbursed.
3. The claim will be made only by one person, if both (husband and wife) are working in the Institute.
4. The spouse if working anywhere else, he/she will give a certificate from the employer that he / she has not received any LTC or will not receive any claim for that period.
5. While availing LTC for any place in India (other than home town) the family is required to travel together. The family can travel separately to the home town, but the journey must be completed in the same calendar year.
6. The LTC claim bill will be passed on production of original tickets, boarding passes and bills.
7. In case of any discrepancy, the decision of the Director shall be final.
8. The Board at its 109<sup>th</sup> meeting held on Nov 29, 2013 approved the option of travel by private taxi for LTC purpose (as per individual entitlement as per class of travel according to grade pay).

- (i.) The reimbursement of actual fare will be allowed for entire distance covered both ways without any restriction.
- (ii.) The concession will also be admissible for journeys performed by the Institute employees during regular leave or casual leave, as the case may be, irrespective of the duration of leave.
- (iii.) The family definition for LTC purpose includes wife and husband as the case may be who is living with Institute employee, two dependent unmarried children and dependent parents with total income below ₹ 1.00 lacs per annum from all sources.

NOTE 1. The condition of alive children according to the above definition will not apply to the existing children or child born within one year or child born after one child.

NOTE 2. The definition of family in this context include only one wife.

- (iv.) Prior permission of the Deputy Director in case of category 'B' employees and Director in case of category 'A' employees should be obtained before undertaking the journey while availing of the concession in the prescribed application form.
- (v.) After the completion of journeys while submitting his claim, an employee will furnish a certificate and an affidavit in the prescribed proformas respectively.

Instructions issued by the Government of India for grant of Leave Travel Concession for visiting any place in India will apply mutates mutandis to all the Institute employees subject to the conditions mentioned in Para 2 above.

These instructions will take effect from April 1, 1990 and all journeys under Leave Travel Concession commencing on or after the date of issue of these instructions.

**The Board of Governors at its 94<sup>th</sup> meeting held on February 26, 2010 approved the revised TA/DA Rules and entitlement.**

**17 Casual leave:**

- (i) Casual leave is not earned by duty and, as such, an employee on casual leave is not treated absent from duty and his salary is not interrupted. Casual Leave cannot be claimed as a matter of right and its grant is always subject to the exigencies of service, and also to a maximum number of days in a calendar year shown against each category of the staff as bellow:

**BOG 100<sup>TH</sup> MEETING DECISION (24.02.2012)**

Type of Leave (Days)	Proposed Leave Rules (days)
Casual Leave	08
Spl. Casual Leave	10 Days (for Non Teaching Staff only)
Academic Leave	10 (Faculty Only)
Earned Leave	<b>Faculty:</b> 30 days (upto 30 days, one day leave is deducted for 2 days absence in Vacation) <b>Staff:</b> 30 days
Commuted Leave	Half Pay 20

**Note :**

1. Additional 7 days casual leave will be allowed to Chowkidars in lieu of their duties on Sundays and other Holidays.
2. In case of Work Charge staff, eight (08) casual leave shall be admissible

- (i) Casual leave may be granted as and when required at the discretion of the sanctioning authority, Provided that the total period of absence, including Sundays/or other holidays, prefixed and/or suffixed, shall not exceed 10 days at a time. Casual leave can not be combined with any other kind of leave.
- (ii) Six days special casual leave may be granted to the employees of the Institute who undergo sterilization operation under the family planning scheme.
- (iii) Institute employees enrolled in the Territorial army with the written permission of the Director, may be granted special casual leave for the period they are required to attend the Annual Training Camp of Course of instructions.

**17 (A) Compensatory Casual Leave:**

- (a) Compensatory Casual Leave may be granted to the Assistants/Stenographers, Clerks and Category-B-3 employees only.

- (b) Compensatory Casual Leave can be availed of within 90 days of the day in lieu of which it is claimed and will lapse after that.
- (c) Not more than three days of compensatory casual leave can be availed of at a time and it can be suffixed or prefixed to ordinary casual leave and Saturdays, Sundays and other Holidays.

**Note :**

The above staff should be called on Holidays only when it is very necessary with the prior permission of the head of the department/section after giving justification in writing.

**Academic Leave**

- 18. The director may grant upto the limit of 10 days in an academic year leave of absence from duty to a member of the teaching staff in connection with the following:
  - (i.) To deliver academic lectures at a Institute or a College or any professional institutions
  - (ii.) To attend meeting of Statutory Board of any committee constituted by Government or the bodies like institutions of Engineers (India).
  - (iii.) To inspect academic institutions attached to a Institute/Board.
  - (iv.) To attend an academic conference or any other work of an academic or technical nature.

**Sabbatical Leave**

18.A.1. Sabbatical Leave may be granted for one or more of the following objects, namely:

- (a) to conduct research or advanced studies in India or abroad;
- (b) to write text books, standard works and other literature;
- (c) to visit or work in industrial concerns and technical departments of Govt. to gain practical experience in their respective fields;
- (d) to visit or work in a Institute, Industry or Government research Laboratories in India or abroad and
- (e) any other purposes for the academic development of the staff member, as approved by the Board.

2. The Grant of sabbatical leave shall be subject to the following conditions, namely:

- (a) The period of Sabbatical leave shall not exceed one year at a time including vacations, if any, but the Board may grant in addition any other leave upto a maximum of 120 days, which the member might have earned during the service at the Institute.
- (b) a member of the academic staff shall, during the period of sabbatical leave be paid full salary and allowances as admissible under the normal rules in India but he shall not be entitled to any travelling allowance or any extra allowance in India or abroad:
- (c) a member of the academic staff shall not undertake during the period of sabbatical Leave, any regular appointment under any other organization in India or abroad; he shall, however, be free to receive a scholarship or fellowship or bursary or any other adhoc honorarium other than his regular employment;

- (d) a member of the academic staff availing sabbatical leave shall furnish a bond in the prescribed form to serve the Institute for a minimum period of three years on return to duty.

### “Duty Leave”

- 18 (B) “Director may grant upto the limit of 10 days in a Calendar year leave of absence from duty to Non-teaching officials of the Institute for attending meetings of the Institute Grants commission or any other central Body like DST, CSIR, ICAR, ICMR etc.”.

### Study leave

- 19 (a) Study leave may ordinarily be admissible to the employees of the Institute to pursue a special course of study or investigation of scientific nature. Provided that : except in exceptional cases at the discretion of the Board study leave shall be granted only (1) in the fields in which the interest of the Institute shall be served and (2) in such disciplines for which suitable facilities do not exist at the Institute.
- (b) Study leave shall not be granted to any employee of the Institute having less than five years service in the Institute or who has attained the age of 50 years. It shall not be admissible to the employees other than the permanent ones.

### NOTE:

The upper age limits may be relaxed on the recommendation of the Director provided the employee can serve the Institute for periods indicated under (e) of the rule, after his return from study leave:

- (c) (i) Emoluments During Study Leave:

#### **For M.Sc/ M.E/M . Tech. Courses:**

Half pay plus allowances admissible thereon, if sanctioned shall be payable for the normal, duration of the course, i.e. one to two years as applicable to the particular course which the applicant studies. Any leave taken thereafter shall be without pay.

#### **For Ph. D. Courses:**

Half pay plus allowances admissible thereon, if sanctioned, shall be payable for a period of not more than three years and thereafter the leave shall be without pay.

- (ii) If an employee is sponsored by the Institute for undergoing any specialized course or training in the interest of the Institute, he shall be given full salary and monthly allowances of not more than one fourth of his salary. In addition to the above, he shall be entitled to travelling expenses both ways.
- (d) Increments during the period of study leave:

#### **For M.Sc/M.E/M .Tech. Courses :**

On successful completion of the course, regular increments in the time scale, not exceeding two increments shall be allowed for the period of study leave which will be granted on return to duty and on production of a certificate from the Institution/Institute that the performance during the study period was satisfactory, Any extended leave without pay, if sanctioned, will not count towards increments.

#### **For Ph. D. Courses:**

On successful completion of the course regular increments in the time scale, not exceeding three increments, shall be admissible for the actual period of study leave which will be granted only on return to duty and on production of certificate from the Institution/ Institute that the performance during the study period was satisfactory.

- (e) An employee of the Institute who avails himself of study leave shall be required to execute a Bond, on the prescribed form, with two sureties to serve the Institute after his return from study leave for a period as indicated.



Period of Study leave	Period for which bond is to be executed Whether/or not allowed salary and /or allowance
One year or less	One Year
More than one year	Equal to the period of study Leave

- (f) An employee who avails himself of study leave must submit a duly certified report by his professor incharge on his progress and achievement every year during the period of his leave. A consolidated report should be submitted after return from leave.
- (g) Not more than 20% of the staff in a Department shall be granted study leave at a time subject to a maximum of two.
- (h) Period of Study Leave:  
**For M.Sc/M.E/M.Tech. Courses:**  
 Study leave, if granted, shall be dependant on the normal duration of the course of the Institute concerned, i.e. one to two years as applicable to the course.  
**For Ph. D. Courses:**  
 Study leave, if granted, shall be for two years in the first instance extendable by the Board of Governors on production of report of satisfactory performance and recommendation of extension in leave. In no case it shall be for more than four years.
- (i) No employee having availed himself of study leave once shall be entitled to this leave again before completing the Bond period.
- (j) If an employee fails to serve the Institute after his return from study leave for the full or part of the period mentioned in (e) above he shall pay to the Institute liquidated damages equal to full pay and allowances for the unserved portion of the bond period plus interest thereon at the prevailing bank rate on fixed deposit for one year if the payment is not made promptly on demand.
- (k) Incentive Increments:  
 (i) For M.Sc/M.E/M.Tech. Courses:  
 One incentive increment shall be given from the date on which the result of successful completion of the degree is announced, but it shall be sanctioned after the employee returns to duty. The date of regular increment shall not change.  
 Provided that two incentive increments shall be given to a person who does Ph. D. straight after B.Sc. (Engg.)/ B.E., from the date on the Degree is announced, but it shall be sanctioned after the employee returns to duty. The date of regular increment shall not change.  
 One incentive increment for any other improvement in qualification may be allowed provided prior permission has been taken for pursuing such studies and such improvement is directly related to the field of activity of the applicant. Provided further in no case an employee can earn more than two such increments throughout his service in the Institute.
- (l) If a person on return from study leave is promoted to the next higher scale of pay, his initial salary in the higher scale shall be fixed after taking into consideration the increments due to him in the lower pay scale.
- (m) Quality Improvement Programme:  
 If an employee is sponsored for Quality improvement Programme or any other similar Programme, he shall be entitled to benefits Specified under that programme. He shall however not be entitled to any incentive increments.
- (n) M.Sc/M.A (Applied Sciences & Humanities)

Since the basic qualification for recruitment in such cases is M.Sc./M.A. no study leave or increment will be admissible for M.Sc./M.A. .

For Ph. D. the rule as under (k) above for Ph. D.(Engg.) will apply.

**20. HALF PAY LEAVE**

- (a) Half pay leave admissible to an employee in respect of each completed year of service shall be 20 days.
- (b) Half pay leave may be granted to an employee on Medical grounds or for other reasons as approved by the Director. Provided that in case of a temporary employee no half pay leave will be granted unless the authority competent to sanction leave is satisfied that the employee will return to duty on the expiry of leave , except in the case of an employee who has been declared completely and permanently incapacitated for further service by medical authority.
- (c) Save in case of leave preparatory to retirement “leave Not due” may be granted to on employee in permanent service for a period not exceeding 360 days during his entire service. But this leave shall not exceeded 90 days at a time except in the case of illness of the employee himself where it can be extended to 180 days. Such leave shall be debited against the half pay leave the employee may earn subsequently.

**Note:**

Leave not due shall be granted only if the authority empowered to sanction leave is satisfied that there are reasonable prospects of the employee returning to duty on the expiry of the leave and shall be limited to the half pay leave he is likely to earn thereafter.

**21 COMMUTED LEAVE :**

**BOG 100<sup>TH</sup> MEETING DECISION (24.02.2012)**

Type of Leave (Days)	Proposed Leave Rules (days)
Commuted Leave	Half Pay 20

Commuted leave not exceeding half the period of half pay leave may be granted on medical certificate to an employee subject to the following conditions:

- (a) When the commuted leave is granted twice the period of such leave shall be debited against the half pay leave due.
- (b) (BOG 102<sup>nd</sup> meeting held on July 27, 2012) Commuted leave may be granted for half a day at a time. The employee shall take the permission of competent authority. However the commuted leave for 3 days or more shall have to be accompanied by the Medical certificate from a Registered Medical Practitioner.”
- (c) The commuted leave during the entire period of service shall be limited to a maximum of 240 days.

The total duration of earned leave and commuted leave taken in continuation shall not exceed 240 days Provided that no commuted leave may be granted under this Para unless the authority competent to sanction leave is satisfied that the employee will return to duty on its expiry.

**22. Earned leave admissible to the vacation staff:**

APPROVED BY BOG AT ITS 116<sup>TH</sup> MEETING HELD ON JUNE 29, 2015  
ALL EXISTING REGULAR EMPLOYEES

1.	Quantum of Earned leave per year	Vacation Staff (Faculty)	Other staff
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		One day leave is earned for 2 days working during vacation subject to maximum of 30 days per year.	30 days per year
		For computing earned leave, the period of extraordinary leave, duty leave, without pay leave availed, if any, shall be excluded from the working days & the actual credit of earned leave shall be granted on pro-rata basis.	
2.	Accumulation	The maximum accumulation shall be allowed @ 450 days for the entire duration of service.	
3.	Encashment of earned leave	Shall be allowed maximum of 300 days out of the credit accumulation of 450 days.	
4.	Leave preparatory to retirement	Out of the consolidated credit of maximum 450 days, an employee shall be allowed to avail upto 150 days of leave with pay as LPR.	
5.	General Conditions	<p>(a) The encashment shall be allowed only in cases of superannuation, voluntary / premature retirement, resignation and death of employee during service.</p> <p>(b) The encashment of leave shall be made at the rate of salary paid as on date of superannuation, voluntary / premature retirement, resignation and death of employee during service.</p> <p>(c) For the purpose of encashment the "Salary" is defined as - Basic pay, Grade Pay and also includes Dearness allowance. No other payment / allowances applicable to employees shall be considered as part of "Salary" for the purpose of determining the amount of leave encashment.</p> <p>(d) No encashment of leave and/or leave preparatory to retirement shall be permissible in cases of termination / dismissal.</p> <p>(e) For cases where employee is re-engaged or his term is extended after superannuation, the leave earned during such period shall not be encashable.</p> <p>(f) During the continuity of service of existing employee (employed before 1.7.2015) , if any of the employee is engaged in alternative category i.e. from vacation staff to non vacation staff or vice versa, the rules applicable to the revised category shall be applicable from the date of such change and all previous credits of EL shall be carried forward within and upto the limits prescribed above.</p> <p>(g) The earned leave shall not be credited for giving any paid duty during vacations like exam duty, summer term etc.</p>	

		<p>(h) Where a teacher combines vacation with Earned leave, the period of vacation shall be reckoned leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.</p> <p>(i) Minimum one year service is required, to be entitled for getting earned leave i.e. in cases where an employee serves the Institute for a period less than one year, he/she will not be entitled for any earned leave.</p>
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ALL NEW REGULAR RECRUITMENTS W.E.F. 1.7.2015 :

1.	Quantum of Earned leave per year	Vacation Staff (Faculty)	Other staff
		One day leave is earned for 2 days working during vacation subject to maximum of 30 days per year.	30 days per year
		For computing earned leave, the period of extraordinary leave, duty leave, without pay leave availed, if any, shall be excluded from the working days & the actual credit of earned leave shall be granted on pro-rata basis.	
2.	Accumulation	The maximum accumulation shall be allowed @ 120 days.	
3.	Encashment of earned leave	<p>Any credit exceeding the 120 days limit shall be encashed on yearly basis (maximum encashment can only be for 15 days / year). The total encashment during entire tenure of employee shall be limited to 300 days (including accumulated earned leave).</p> <p>Teaching Staff can encash maximum of 15 days out of the total leave earned during a year. The balance, if any can be used as vacations.</p> <p>Non teaching staff can encash 15 days and remaining 15 days can be used as vacations.</p>	
4.	General Conditions	<p>i. The encashment shall be allowed only in cases of superannuation, voluntary / premature retirement, resignation and death of employee during service.</p> <p>ii. The encashment of leave shall be made at the rate of salary paid as on date of superannuation, voluntary / premature retirement, resignation and death of employee during service.</p> <p>iii. For the purpose of encashment the "Salary" is defined as - Basic pay, Grade Pay and also include Dearness allowance. No other payment / allowances applicable to employees shall be considered as part of "Salary" for the purpose of determining the amount of leave encashment.</p> <p>iv. No encashment of leave shall be permissible in cases of termination / dismissal.</p>	

		<ul style="list-style-type: none"> <li>v. For cases where employee is re-engaged or his term is extended after superannuation, the leave earned during such period shall not be encashable.</li> <li>vi. During the continuity of service of employee, if any of the employee is engaged in alternative category i.e. from vacation staff to non vacation staff or vice versa, the rules applicable to the revised category shall be applicable from the date of such change and all previous credits of EL shall be carried forward.</li> <li>vii. The earned leave shall not be credited for giving any paid duty during vacations like exam duty, summer term etc.</li> <li>viii. Where a teacher combines vacation with Earned leave, the period of vacation shall be reckoned leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.</li> <li>ix. The entire continuous service shall be counted for encashment of leave.</li> <li>x. There shall be no leave preparatory to retirement.</li> <li>xi. Minimum one year service is required, to be entitled for getting earned leave i.e. in cases where an employee serves the Institute for a period less than one year, he/she will not be entitled for any earned leave.</li> </ul>
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Board of Governors (119<sup>th</sup> meeting held on 15.12.2015)

#### **LEAVE ENCASHMENT TO ADHOC / CONTRACT STAFF**

- (i) Only three years contract / Adhoc staff will be eligible for earned leave.
- (ii) 15 days earned leave will be given to the staff in a year.
- (iii) Minimum one year service is required to avail the leave.
- (iv) At the end of three years term, 50% of the balance leave shall be encashable.
- (v) If an employee leaves the Institute before the completion of three years term, no leave encashment shall be given to him/her.

The present employees working on three years contract shall be governed as per the term and conditions of their appointment letters till the completion of the term. After that they will be governed by the above new leave encashment regulations.

#### **Note:**

The existing employees shall, however, have the option either to continue to be governed by the existing rules or by this new provision, the option being exercisable within a period of two months from the date of issue of this amendment.

This will come into force w.e.f. .1.1.1986.

The work charge employees of the Institute have been granted 7 days of earned leave every year and leave encashment as per BOG decision vide its 103<sup>rd</sup> meeting dated 22.10.2012.

### 23. Extra Ordinary Leave

- (a) Extra ordinary leave shall always be without pay and allowances and may be granted when no other kind of leave is admissible or when other leave being admissible the employee concerned specially applies in writing for the grant of extra ordinary leave.
- (b) Except in the case of a permanent employee the duration of extra-ordinary leave on any one occasion shall not exceed the following limits:
  - (i) Three months for less than three years completed service.
  - (ii) Six months, in the case of employee who has completed three years continuous service on the date of expiry of leave admissible to him under the rules and his request for such leave is supported by a Medical certificate.
  - (iii) Eighteen months when the employee is suffering from tuberculosis or leprosy etc and undergoing treatment in a registered clinic and a specialist.
- (c) The authority empowered to grant leave may commute retrospectively period of absence without leave into extra-ordinary leave.

Note:

The power of commuting retrospectively period of absence without leave into extra-ordinary leave is absolute and not subject to the conditions mentioned in sub-clause (a) above.

### Maternity Leave:

- 24 (a) All women employees other than those employed part-time and on daily wages are entitled for Maternity leave on full pay provided they don't have **(02) two or more living children**. The maximum period of Maternity Leave to the women employees shall be 180 days without the necessity of production of a medical certificate. Extension if any, beyond 180 days shall, however, be permitted by the grant of leave of the kind due. Any leave applied for in continuation of Maternity leave will be granted only it is supported by a Medical certificate from a competent medical authority.
- (b) Maternity leave not exceeding six weeks on account of miscarriage or abortion shall be admissible only in those cases where a women employee has only one living child. The others having two or more children shall not be entitled to avail of this concession but if required can be sanctioned, leave of the kind due on the production of a medical certificate.

### Hospital Leave:

- 25 (a) Hospital leave may be granted to an employee under Medical treatment for illness or injury directly due to risk incurred in the courses of his official duty.  
This concession will be available to such employee, the nature of whose duties exposes them to such illness or injury.
- (b) Hospital leave may be granted on full or half salary, as the Director may decide.
- (c) The period of Hospital leave shall be limited to three months on full salary in any period of three years.

Hospital leave on half salary counts for the purpose of this limit as half the period of leave on full salary.

- (d) Hospital leave is not debited against the leave account and may be combined with any other leave except casual leave which may be admissible, provided that the total period of leave after such combination shall not exceed 18 months.

**Vacation and Leave Salary**

- (a) An employee of the Institute entitled to vacation shall be eligible for pay and allowances at full rates during the period of vacation.
- (b) An employee who proceeds on earned leave is entitled to leave salary equal to the average monthly pay earned during the 10 complete months immediately preceding the month in which the leave commences, or the substantive pay to which the leave commences, or the substantive pay to which the employee is entitled immediately before the commencement of leave whichever, is greater. Provided that in case, the official is in permanent employment, who has continuously officiated in another post for more than three years, the leave salary shall be equal to the pay drawn immediately before proceeding on leave.
- (c) An employee on half pay leave or leave not due, is entitled to leave salary equal to half the amount specified in Sub-Rule (b)
- (d) An employee on commuted leave is entitled to leave salary equal to the amount admissible under Sub-Rule (b)
- (e) An employee on extra-ordinary leave is not entitled to any leave salary.

**27. Limit of total absence:**

No employee shall be granted leave which will keep him continuously absent from duty for a period exceeding three years. An employee ceases to be in the service of the Institute, if he is continuously absent from duty for a period exceeding three years.

**MEDICAL SERVICES OF THE INSTITUTE**

The Board of Governors at its 86<sup>TH</sup> meeting held on February 13, 2008 approved the following amended clause B-31 of the Service Regulations:

1. The Medical Allowance being paid Rs.250/- to all the employees of the Institute approved by the Board of Governors at its 48<sup>th</sup> meeting held on 25.5.1999 will stand revised as Medical reimbursement against the payment made by employees for himself or any member of his/her family for purchase of medicine, consultation fee, general health checkup, diagnostic tests etc. as Prescribed by the Physician/ Surgeon as under
  - a. Upto basic + Grade Pay less than Rs. 15000/- = Rs. 5000/- per annum
  - b. Basic pay + Grade Pay Rs. 15000/- to 27999/- = Rs. 10000/- per annum
  - c. Basic Pay + Grade Pay Rs. 28000/- and above = Rs. 15000/- per annum
2. **BOG 107<sup>th</sup> meeting held on August 19, 2013 revised the Medical allowance as per the following :**

<b>Basic Pay</b>	<b>Medical Allowance Approved 91<sup>st</sup> BOG</b>	<b>Revised Medical Allowance</b>
Below Rs. 15000/-	Rs. 5000/-	6000/-
Rs. 15000 to Rs. 27999/-	Rs. 10000/-	12000/-
Rs. 28000/- & above	Rs. 15000/-	18000/-

3. In addition to above the Institute Employees are covered under Mediclaim Insurance Policy through Insurance company for maximum 4 family members including self, spouse and 2 children. In absence of spouse & children, parents can be included provided their income is less than Rs. 1500/- per month. The premium is paid by the Institute.
4. The Accidental Insurance Policy of Rs. 10 Lacs per employee has been approved by the BOG in its 107<sup>th</sup> meeting held on August 19, 2014.
5. In case of spouse employed, No Objection Certificate from the employer is to be submitted certifying that any policy and or will not claim any reimbursement In case of additional members to be included, the same can be done by paying extra premium by the concerned employee.
6. Thapar Institute of Engineering & Technology has also made ESI Scheme applicable to its employees. The Act is applicable to all those persons employed (regular, Adhoc / contractual) whose gross salary is less than Rs. 15000/-

Under the policy following benefits are available to the employees:

1. The Institute makes a contribution @ 4.75% of salary / wages as against 1.75% payable by the concerned employee.
2. Leave on medical grounds is given to the employees on the basis of sickness certificate issued by ESI Medical office.
3. The employees covered under ESI Scheme are granted following medical benefits:
  - a. Outdoor as well as indoor treatment from the ESI Dispensaries / Hospitals for all dependants.
  - b. Maternity expenses for dependents female member.
  - c. Funeral expenses of the Insured person.



- d. Wages during leave treatment.
- e. Pension / family pension in case of permanent disablement / death.
- f. Dependent benefit.

The details of benefits are given at the website [www.esic.nic.in](http://www.esic.nic.in). The employees covered under ESI Scheme are issued smart cards, on the basis of these cards, the medical facilities can be availed. The addresses of ESI Office Patiala and the ESI Hospital are:

ESI Branch Office

ESI Branch Office #18, Gali No. 01,  
Desi Mehmandari, Near Bus Stand, Patiala

ESI Dispensary

ESI Dispensary, #169, Punjabi Bagh,  
Near Kaler Hospital, Patiala

#### **SCHEDULE B-IV**

All the employees shall be governed by The Employees Provident Fund Act, 1952 of Government of India. The Board of Governors at its 87<sup>th</sup> meeting held on July 28, 2008 has approved to transfer the EPF amount to EPF Commissioner, Punjab, Chandigarh.

## **INVENTIONS AND PATENTS BY THE STAFF AND STUDENTS OF THE INSTITUTE**

The Regulations shall apply to staff & students of the Institute:

- 1) Any invention made using Institute funds and facilities should be reported to the Director of the Institute. The report should include a statement as to the circumstances under which the invention was made and a statement as to its commercial possibilities.
- 2) Any invention made using Institute funds and/or facilities shall be the property of the Institute subject, however, to any arrangement between the Institute and any outside sponsored of research..
- 3) When patents are applied for any invention(s) made using Institute funds and/or facilities, they shall be applied in the name of the inventor(s) and the Director of the Institute. Patent(s) applications shall be made at Institute expenses.
- 4) Any agreement to license or assign inventions made using Institute funds and facilities must be approved by the Director in writing.
- 5) Inventions made apart from the Institute funds and/pr facilities may be pursued by the inventor on his own. They should, however, be reported to the Director for information and for possible conflict with the Regulations regarding invention and patents.
- 6) Any invention whether patented or not, which produces income from Licensing shall be subject to the following division of proceeds:
  - a) 50% to be shared between the Institute, the sponsorers and/or N.R.D.C.
  - b) 50% to Inventor(s)
- 7) Processing of Papers:
  - (i.) Request for filing patents should be submitted to the Director through the Head of the Department giving the following information.
    - a. Brief description of the item(s) to be patented.
    - b. Various uses of the item(s) to be patented. While forwarding the request, Head of the Department should satisfy himself, that there are no other claimants to the patent.
  - (ii.) Patent will be filed jointly in the name of the inventor(s) and the Director of the Institute. Institute will process the papers till its acceptance and bear all items of expenditure in connection with obtaining the patent (patent fee, patent attorney fee, getting blocks and diagrammed, printing and stationery charges and other incidental expenses).
  - (iii.) The patent application can be sent directly to the patent office or through any other agency or patent attorney as decided by the Director.

## SCHEDULE B-VI

### PROCEDURE FOR ALLOTMENT OF HOUSES AT THE CAMPUS OF THAPAR INSTITUTE OF ENGINEERING & TECHNOLOGY: PATIALA

### ELIGIBILITY CRITERIA FOR THE ALLOTMENT OF HOUSES TO THE STAFF OF THAPAR INSTITUTE, THAPAR POLYTECHNIC AND PTET.

Category with number of houses in bracket

A-Type (4 Nos.)	Director, Deputy Director, Chair Professor, Professor Emeritus and Senior most Professor
Type-V (old B-Type, 3 Nos., old type C, 10 Nos. = 13 nos.)	Professors and Equivalent
Type-IV (old C-I Type) 28 nos.	Assistant Professors and Equivalent & Principal Polytechnic
Type-III (Old C-II Type) {8 Nos. + 40 }	Lecturers and equivalent
Type-II {{old D-Type) , 8 Nos.	Ministerial Cadre & Technical Staff equivalent to Ministerial Cadre
Type-I {Old E-Type}, 47 nos.	Attendant/helper & equivalent

Note1: House Allotment Committee will process the allotment of all house on the campus except where specifically provided otherwise. For each category lists will be prepared in order of seniority.

Note2: Applications for the allotment of houses to the staff of the Polytechnic and the Hostels will be routed through the Principal, Polytechnic and the wardens respectively.

Note 3: For purposes of allotment, Trust staff will be treated at par will the Institute staff.

#### ALLOTMENT PROCEDURE

1. An employee may apply for lower category house but allotment priority would be decided on the basis of length of service from the date the employee entered into the category of the house for which he has applied.
2. An employee shall not be allotted a house if the employee's spouse is already an allottee but this rule shall not apply where the husband and wife are residing separately pursuant of an order of judicial separation made by a court.
3. If two allottees marry each other they shall surrender one of the two houses within one month of the marriage failing which allotment of the lower type of house shall be deemed to have been cancelled expiry of the aforesaid period of the one month and where both the houses are of the same type the allotment of one of these, as the Director may specify, shall be deemed to have been so cancelled.
4. For the purpose of allotment of a house of any type in a category seniority amongst all eligible employees who apply for house allotment (on prescribed form) shall be in accordance with the date when an employee becomes eligible for that category of houses, whenever an accommodation shall be issued by the Registrar inviting applications within 10 days of the date of notification: **Provided further that no such notification will be issued during vacations for the teaching faculty.**

5. An employee who accepts or is not willing to Accept the allotment of a house of a category lower than that to which he is eligible, will maintain his seniority in the category of houses to which he is eligible for further allotment.
6. Director may allot a house out of turn to an employee in his category in the interest of the Institute by recording the reasons in writing.
7. The director may, if he thinks it necessary, reserve or set aside a particular house or a set of houses for any specific purpose.
8. An allotment of a house in a higher category for which there is no eligible candidate the allotment of that category of house will be made to any employee eligible for a house in a lower category provided that the allottee gives an undertaking to vacate the house on one week's notice when an alternative house is offered to him and on one month's notice when no alternative house is offered to him.
9. An allotment shall be effective from the date the house is occupied by the allottee and shall continue until:
  - a) It is cancelled or is deemed to have been cancelled under allotment rules: or
  - b) It is surrendered by the allottee; or
  - c) The allottee ceases to be eligible to occupy Eligibility the house.
10. In case an allottee declines to accept the allotment of a house to which he is eligible & the fact has not been intimated to the Registrar in writing within three days of the date of issue of the allotment order or having accepted it relinquishes it and there is no other candidate for the house even under 8 of allotment procedure, then he/she will not be entitled to any House Rent Allowance according to these Rules for the period the house remains vacant.
11. Re-allotment within the same type of house will ordinarily be avoided . However, a mutual exchange in the same type of houses may be allowed by the Director.

## **HOUSE ALLOTMENT RULES**

Following terms and conditions shall govern the allotment of houses to the staff of the Institute.

Definitions: Under these terms and conditions unless the context otherwise enquires:

- (i.) “ Staff” means an employee of the Institute.
- (ii.) “ House” means a residential house of Institute.
- (iii.) “ Allottee” means the employee to whom a house has been allotted.
- (iv.) “ Family means the wife, husband, children, parents, brothers and sisters residing with and dependent on an allottee.
- (v.) “Seniority” of an allottee for the purpose of allotment of a house shall be as decided under these rules.
- (vi.) “License Fee” means the amount payable monthly in accordance with the Institute Rules.
- (vii.) “Allotment” means to grant license to an employee of the Institute to accept a house or a portion thereof, for use by him as residence.
- (viii.) “Procedure” means the procedure approved by the director for allotment of houses.
- (ix.)

### **ELIGIBILITY**

Clause – 1

An allottee’s eligibility for allotment of category of houses shall be approved by the Board Of Governors from time to time.

Rules For Allotment :

Clause –2

The Director shall approve the procedure for the allotment of houses.

Powers Of Allotment :

Clause – 3

The power to allot the houses under these terms and conditions shall vest in the Director. The Director shall appoint an Allotment Committee to advise him on all matters relating to the allotment of houses in accordance with the rules.

**Allotment Order :**

Clause – 4

The allotment order shall be issued by the Registrar to each allottee after obtaining the approval of the Director.

**Allotment Prior to these rules.**

Clause –5

All allotments of houses made before the commencement of these Terms and Condition shall be deemed to have been duly made under these Terms and Conditions notwithstanding the fact that an allottee may be in occupation of a house of a category to which the allottee is not eligible.

## **Cancellation of allotment**

### Clause – 6

The allotment of house will be deemed to be cancelled from a specific date under following circumstances:

- (i.) Cancellation of allotment by the Director for breach of rules under clause 30. The cancellation order shall specify the date.
- (ii.) Retirement, termination, resignation or any other circumstances in which the allottee ceases to be an employee of the Institute/Polytechnic. The cancellation will be effective from the date of specific event. However, on a written request by the allottee the Director may permit retention of the house on normal license fee upto the periods indicated below :
  - a) Cancellation of allotment \_\_\_\_\_ One month
  - b) Retirement \_\_\_\_\_ Three months
  - c) termination, resignation or any other circumstances in which the allottee ceases to be an employee of the Institute/Polytechnic. \_\_\_\_\_ One month

Further, under circumstances of extreme hardship, Director may permit retention of house for a maximum period of three months on the following terms on payment of:

- a) for the first month @ 20% of pay
- b) for the second month @ 30% of pay
- c) for the third month @ 50% of pay.

In case an allottee continues to stay in the house without permission or overstays beyond the right to disconnect supply of Water and Electricity or take any other necessary step for the vacation of the house and recover license fee at penal rates as decided by the Director from time to time.

**Note :** Pay will mean the pay or last pay of the allottee.

## **License**

### Clause –7

In every case the allottee shall be deemed to be a license and not a tenant.

## **Fitness for Occupation**

### Clause – 8

The Registrar of the Institute shall issue a notice to each allottee that the house allotted to him is fit for occupation.

## **Occupation**

### Clause – 9

An allottee shall occupy the house allotted to him within 15 days from the date of issue of the allotment order to him or from the date of issue of the notice to him that the house is fit for occupation, whichever is later failing which the House at the rate of 20% of his pay.

### **Temporary Occupation**

#### Clause –10

An employee may be permitted temporary occupation of any vacant house for a period not exceeding seven days for ceremonial or religious purposes on payment of license fee of 20% of his pay plus water, electricity and other charges for the period of occupation.

### **Fitting & Fixture**

#### Clause-11

An allottee shall be required when he occupies and vacates the house to sign an inventory of the fact that he is getting only subsistence allowance plus water, electricity and other charges.

### **Rent & Water Charges**

#### Clause 12

An allottee will pay license fee in accordance with Institute Rules as in force from time to time and water charges as fixed by the Director from time to time

### **License Fee Chargeable from allottees**

#### Under Suspension

#### Clause -13

An allottee under suspension will continue to pay the same license fee which he was paying before suspension irrespective of the fact that he is getting only subsistence allowance plus water, electricity and other charges.

### **Electricity Charges**

#### Clause-14

Each allottee shall pay for the Electricity consumed by him at the rate approved by the Punjab State Electricity Board for domestic supply from time to time.

### **Payment of license fee and other charges.**

#### Clause-15

An allottee shall pay the license fee and all other charges as may be levied from time to time regularly within the period notified for their payment unless the same are recovered from the allottee's salary .

### **Proper Use**

#### Clause-16

An allottee shall use the house strictly for the purpose of the allottee's or his family residence and shall maintain the house and the compound in a clean and hygienic condition.

#### Clause-17

An allottee shall not permit trees planted in the compound of the house to be felled or chopped save with the consent of the Director.

#### Clause-18

An allottee shall ensure that no water is wasted by leakage in the water supply fittings or by Careless or extravagant use of the same and forthwith report to the incharge Maintenance any damages to or defect in the building, water, sanitary or electrical Installations and fixtures and furniture for necessary repairs.

### **Additions and Alterations to building etc.**

#### Clause-19

An allottee shall not make any additions or alterations to the building fitting or electrical installation or make extensions to the electric or water supply lines without the specific permission of the Director in writing.

### **Cattle/pet Animals**

#### Clause-20

No cattle shall be kept in the house or in its compound . Care should be taken to ensure that pet animals do not cause any inconvenience to others.



**Inflammable Materials.**

## Clause-21

No inflammable materials in bulk shall be stored in the houses or in their compounds.

**Damages & Theft.**

## Clause-22

An allottee shall be personally responsible for any damages beyond normal wear and tear to the house fixture, furniture, sanitary fittings, electrical installations, fencing etc. provided in the house or theft of any of these items during the period he occupies the house.

**Maintenance**

## Clause-23

An allottee shall allow the maintenance staff of the TIET or the workers of authorized contractors to have access to the house at all reasonable hours to inspect the building, water, sanitary, electrical installations and fixture and furniture and to carry out such repairs to them as the Director may consider necessary for the proper maintenance of the house. In all such cases, the Incharge Maintenance will, as far as possible arrange to send prior intimation to the allottee.

**Infectious disease**

## Clause -24

Incidence of any infectious disease shall be reported by the allottee to the Medical Officer of the Institute immediately and all precautions taken to prevent spreading of the infections.

**Sub letting**

## Clause-25

No allottee shall sublet a house or any portion thereof to anyone under any circumstances.

## Clause-26

If an allottee sublets a house or any portion or garage thereto he shall without prejudice to any other action that may be taken against him be required to vacate the house. Provided further that it shall not apply to out houses.

**Leave**

## Clause-27

An allottee on Study Leave/Extraordinary leave/ QLP leave/deputation may be permitted to retain his house provided his family continues to occupy the house upto the following periods from the commencement of his leave/deputation on payment of normal rent.

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (a) If the employee remains in India  | For a maximum period of 3 months. |
| (b) If the employee goes out of India | For a maximum period of one year. |

**Death**

## Clause-28

If an allottee dies while in service, his family may be permitted to retain the house for three months from the date of his death free of license fee provided further that his family may be allowed to retain the house upto the end of Academic year if his children are studying on normal license fee for the remaining period.

**Notice for Vacating****House vacation report**

## Clause-29

An allottee shall give notice of his vacating the house in writing to the Registrar of the TIET at least ten days in advance. If he fails to do so the allottee shall be responsible for payment of license fee for the number of days by which the notice given falls short of 10 days. An allottee

shall submit a vacation report to the Registrar or the TIET on the days he vacates the house which the Registrar of TIET shall acknowledge on the same date.

**Breach of Rules**

Clause 30

If an allottee commits any breach of these Terms and Conditions the allotment for uses the house or permits it to be used for any purpose other than what is stated under clause 18 or conducts himself in a manner which in the opinion of the Director is prejudicial to the maintenance of harmonious relations with the allottee's neighbor peace or sanitation in the Campus or if it is found that the allottee has knowingly or written statement with a view to secure the allotment the Director may without prejudice to any other disciplinary action that may be taken against the allottee.

- (a) Cancel the allotment of the house to the allottee and
- (b) Declare the employee ineligible for any fresh allotment of a house for a period of one year.

**Hardship**

Clause-31

If the Director is satisfied that the operation of any of these terms and condition may cause undue hardship in a particular case, he may dispense with or relax such term and condition to an extent and in such a manner as he may consider necessary.

**Interpretation**

Clause-32

On any question of interpretation of these Terms and Conditions, the Director's decision shall be final

**Application Form for Allotment of Residential Accommodation in the Institute**

1. Name of the Applicant  
(in Block Letters)

2. Designation

4. (a) Date from which continuously.

employed in the Institute

Including Study leave and

Foreign Service

(a) Period of Leave/QIP/Extraordinary/Foreign Assignment

From .....to.....

From.....to.....

From.....to.....

5. Whether Temporary/Permanent.

Name of the Department/School./Centre/Section /Unit

(a) Do you or your spouse or minor children own a house in Patiala

(b) If yes, give its location and rental value.

Scale of Pay

Emoluments for the purposes of house rent

To be filled by A/C Section)

Declaration

I certify that my spouse or my minor children do not own a house in Patiala

I agree to abide by Institute house allotment rules as amended from time to time.

Date.....

Signature of the Applicant

To be completed by the Registrar

The facts stated by the applicant have been verified and found correct. His declaration about owning a house

has been specifically verified with reference to the available records.

Dated.....

Registrar

**EMPLOYEES CONDUCT REGULATIONS**

**1 APPLICATION:**

The provisions contained in this schedule shall apply to all employees of the Institute

**2 DEFINITIONS:**

In this schedule unless the context otherwise requires,

- i) “Competent authority” means:
  - (a) “Board of Governors” in the case of the Director and the Deputy Director.
  - (b) “The Director” in the case of all other employees.
- ii) “Members of the family” in relation to an employee include:
  - a) The wife, child or step-child of such employee residing with, and dependent on him and in relation to an employee who is a woman, the husband residing with her and dependent on her, and
  - b) Any other person related, whether by blood or by marriage to the employee or to such employee’s wife or husband legally separated from the employee or child or step-child who is no longer in any way dependent upon him or her, or whose custody the employee has been deprived of by law.
- (iii.) “Service” means service under the Institute.
- (iv.)

**1. GENERAL**

- i) Every employee shall at all times maintain integrity and devotion to duty, and also be honest and impartial in his official dealings, and do nothing which is un-becoming of any employee of the Institute.
- ii) An employee shall at all times be courteous in his dealings with other members of the staff, students and members of the public without prejudice on the basis of caste, creed, religion, race or sex.
- iii) Unless otherwise stated specifically in the terms of appointment, every employee is a whole time employee of the Institute, and may be called upon to perform such duties, as may be assigned to him by the competent authority during or beyond scheduled working hours and on holidays and Sundays. These duties shall inter alias include attendance at meetings of committees to which he may be appointed.
- iv) An employee shall be required to observe the scheduled hours of work, during which he must be present at the place of his duty.
- v) Except for valid reasons and/or unforeseen contingencies, no employee shall be absent from duty without prior permission.
- vi) No employee shall leave station except with the prior permission of the person authorized to sanction leave. Whenever leaving the station, an employee shall inform the sanctioning authority the address where’ he would be available during the period of his absence form station.

#### **4. JOINING OF ASSOCIATION BY EMPLOYEES**

- (i.) No employee shall join, or continue to be a member of an association the objects or activities of which are prejudicial to the interests of the Institute or public order, decency or morality.

#### **5. DEMONSTRATION AND STRIKES**

No employee shall:

- (i.) Engage himself or participate in any demonstration which is prejudicial to the interests of the Institute, public order, decency or morality, or which involves contempt of court, defamation or inciting students or employees.
- (ii.) Resort or, in any way, abet any form of strike in connection with any matter pertaining to his Service or the service of any other employee.

#### **6. CONNECTION WITH PRESS RADIO OR T.V.**

- (i.) No employee shall, except with the prior sanction of the competent authority, own wholly or in part or conduct or participate in the editing or management of any newspaper or any periodical publication.
- (ii.) No employee shall, without the prior sanction of the competent authority or in the bonfire discharge of his duties, participate in a radio broadcast or telecast or contribute any article or write any letter to any newspaper or periodical or write a book or issue a pamphlet either in his own name or anonymous/pseudonymously.

Provided that no such sanction shall be required if such broadcast/telecast or such contribution or wiring is of a purely literary, artistic or scientific nature.

#### **7 UNAUTHORIZED COMMUNICATION OF INFORMATION**

No employee shall, except in accordance with any general special order of the competent authority or in the performance in good faith of the duties assigned to him, communicate directly or indirectly, any official document or any part thereof or information to any other employee or any other person to whom he is not authorized to communicate such document or information

#### **8. EVIDENCE BEFORE A COMMITTEE OR ANY OTHER AUTHORITY**

- (i.) Save as provided in sub-regulation (iii) below, no employee shall, without the prior sanction of the competent authority give evidence in connection with any enquiry; conducted by any person, committee or authority.
- (ii.) Where any sanction has been accorded under regulation
- (iii.) above, no employee giving such evidence shall criticize the
- (iv.) policy or any action of the Institute or the Government
- (v.) Noting in this regulation shall apply to:
  - (a) The evidence given at an enquiry before a committee appointed by the Board of Governments, the Director of the Institute, Government and parliament or any state legislature: or
  - (b) The evidence given in any judicial enquiry: or
  - (c) The evidence given in any departmental enquiry ordered by an officer subordinate to the Director of the Institute, authorized to do so.

#### **9. SUBSCRIPTION**

No employee shall, except with the prior sanction of the competent authority ask for or accept contribution to, or otherwise associate himself with the raising of any funds or other collections in cash or in kind in pursuance of any object other than for religious or charitable purposes.

## **10. GIFTS**

No employee shall, except with the prior permission of the competent authority, accept or permit his wife or any other member of his family to accept from any person other than relations any gift of more than a “trifling value”.

## **11. PRIVATE TRADE OR EMPLOYMENT**

No employee shall, except with the prior sanction of the competent authority engage directly or indirectly in any trade or business or private tuition or undertake any other employment outside his official assignments.

Provided that an employee may, without such sanction undertake honorary work of a social or charitable nature or occasional work of a literary, artistic or scientific nature subject to the condition that his official duties do not thereby suffer; but he shall not undertake and shall discontinue such work if so ordered by the Director.

### **Explanation:**

- (i.) Canvassing by an employees in support of the business of insurance agency, commission agency etc., owned or managed by his wife or any other member of his family shall be deemed to be a breach of this sub-regulation.
- (ii.) Every employee shall inform in writing to the Director, if any member of his family is engaged in a trade or business or owns or manages an insurance agency or commission agency.
- (iii.) No employee shall without the prior sanction of the Director, except, in the discharge of his official duties take part in the registration, promotion or management of nay back or other company which is required to be registered under The company Act, 1956 (1 of 1956) or any other law for the time being in force or any co-operative society for commercial purposes.

Provided that an employee may take part in the registration , promotion or management of a co-operative society substantially for the benefit of the employees registered under the co-operative society Act 1912(2 of 1912) or any other law for the time being in force or of a literary, scientific or charitable society registered under the societies Registration Act or any other law in force.

- (iv.) No employee may accept any fee for any work done by him for any public body or any private person without the sanction of the competent authority.

## **12. INVESTMENTS, LENDING AND BORROWING**

- i) No employee shall speculate in any business nor shall he make or permit his wife or any member of his family to make. Any investment likely to embarrass or influence him in the discharge of his official duties.
- ii) No employee shall lend money at interest to any person nor shall he borrow money from any person with whom he is likely to have official dealings.

## **13 INSOLVENCY AND HABITUAL INDEBTEDNESS**

An employee shall so manage his personal affairs as to avoid habitual indebtedness or insolvency. An employee against whom any legal proceeding are Institute for the recovery of any debt due from him or for adjudging him as an insolvent shall forthwith report in writing full facts of the legal proceedings to the competent authority.

**Note:** The burden of proving that the insolvency or indebtedness was the result of circumstances which with the exercise of ordinary diligence, the employee could not have foreseen, or over which he had no control, and had not proceeded from extravagant or dissipative habits, shall be upon the employees.

#### **14 VINDICATION OF ACTS AND CHARACTER OF EMPLOYEES**

- i) No employee shall, except with the prior sanction of the competent authority have recourse to any court or to the press for vindication of any official act which has been the subject matter of adverse criticism, or to an attack of a defamatory nature.
- ii) Nothing in this regulation shall be deemed to prohibit any employee from vindicating his private character or any act done by him in his personal capacity and when any action for vindicating his character or any act done by him in personal capacity is taken, the employee shall submit a report in writing to the competent authority regarding such action.

#### **15. USE OF POLITICAL OR OTHER INFLUENCE**

No employee shall bring or attempt to bring any political or other influence to bear upon any Superior authority to further his interests in respect of matters pertaining to his service under the Institute.

#### **16. REPRESENTATION**

- (i.) Whenever an employee wishes to put forth any claim or seeks redress of any grievance or of any wrong which he deems is done to him, he must forward his case through proper channel, and shall not forward such advance copies of his application to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.
- (ii.) No employee shall be a signatory to any joint representation addressed to the authorities for redress of any grievance or for any other matter.

#### **17 APPROACH TO MEMBERS OF THE BOARD OF GOVERNORS**

- (i.) No employee shall approach any member of the Board of Governors with a view:
  - (a) to have a question put or resolution or motion moved on a matter connected with his condition of service or any disciplinary action against him; or
  - (b) to further any object which is capable of embarrassing the Institute.
- (ii.) Direct communication to or a personal interview with the president of the Institute or members of the Board of Governors without the permission of the Director shall be treated as contravention of the discipline of the Institute.

#### **18. TAKING PART IN POLITICS AND ELECTION**

- (a) No employee shall take part in, subscribe in aid of, or assist in any way any political movement
- (b) No employee shall seek election to parliament, state Legislature on the recommendations of the Director.

#### **19 BIGAMOUS MARRIAGES**

- a) No employee who has a living wife/husband shall contract another marriage without first obtaining the permission of the competent authority, notwithstanding that such subsequent marriage is permissible under the personal law, for the time being applicable to him.
- b) No employee shall marry and person who has a living wife/husband without the permission of the competent authority.

## **20. SERIOUS MISCONDUCT**

- (i.) Violation of provisions of any of these Regulations;
- (ii.) Participation in a strike, abetting, instigating or acting in furtherance of the same;
- (iii.) Disobedience of any order, non compliance of a regulation or habitual neglect of work;
- (iv.) Theft, fraud or dishonesty in connection with the Institute property;
- (v.) Willful damage to the Institute property;
- (vi.) Willful absence from duty after the expiry of leave;
- (vii.) Refusal to accept a charge sheet, order or any other communication;
- (viii.) Conviction in a court of law;
- (ix.) Misbehavior, use of abusive language or insolence; and
- (x.) An act involving "moral turpitude".

## **21. CRITICISM OF THE INSTITUTE**

No employee shall, in any radio broadcast or telecast or in any document published anonymously or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion.

- i) Which has the effect of an adverse or unwarranted/Criticism of any current or earlier policy or action of the Institute; or
- ii) Which is capable of embarrassing the relations between the Institute and the central Government or any state Government or any other Institute or organization or member of the public.

Provided that nothing in sub-regulation (ii) above shall apply to any statements made or views expressed by an employee in his official capacity or in the due performance of the duties assigned to him.

## **22. CRIMINAL PROCEEDINGS**

- i) An employee who gets involved in some criminal proceedings, shall immediately inform in writing the competent authority through proper channel to which he is attached, irrespective of the fact whether he has been released on bail or not.
- ii) An employee who is detained in police custody whether on criminal charges or otherwise for a period longer than 48 hours, shall not join his duties in the Institute unless he has obtained written permission to that effect from the Director of the Institute.

## **23. INTERPRETATION**

The decision of the Board of Governors on all questions relating to the interpretation of these Regulations shall be final.



**MODEL TERMS AND CONDITIONS OF DEPUTATION IN RESPECT OF INSTITUTE EMPLOYEES**

1. Period of foreign service Upto 3 years from.....i.e. the date of relinquishing the charge of the present post. He can however, be recalled earlier if exigencies so require
2. Commencement of Foreign service The foreign service will commence on the date on which he hands over the charge of the post in the Institute and on the date on which he assumes charge of this post in the Institute on return from foreign service
3. Joining time and Transfer T.A. He will draw pay either in the scale of his post in the Institute along with allowances admissible to the Institute employees plus deputation allowances @ 10% of his pay subject to maximum of Rs. 500/- at outstation and 5% subject to maximum of Rs. 250/- at the same station or the scale of his deputation post (along with allowances ) in which case deputation allowance will not be admissible
4. Pay and Allowances He will be entitled to T.A. and joining time both on joining post on foreign service and on reversion there from to the Institute under the rules of this Institute. The expenditure on this account will be borne by the foreign employer.
5. T.A. During the period of foreign service To be regulated under the rules of the foreign employer
6. Contributory Provident fund During the period of foreign service, he will continue to subscribe towards contributory provident fund to which he may be subscribing when he is placed on foreign service in accordance with the rules of such funds. The borrowing agency shall pay contributory Provident Fund Contributions matching to the employee's own share of subscription. In case the contributions are not paid within the specified period, the foreign employer shall pay interest on unpaid contribution @ 2 paisa per day for Rs. 100/- from the date of expiry of that period upto the date on which the contributions are finally paid.
7. Leave Salary The foreign employer shall pay the leave salary contribution 11% of pay drawn in foreign service within 15 days of the close of the financial year or at the end of foreign service whichever is earlier. In case the contributions are not paid within the specified period. The foreign employer shall pay interest on unpaid contributions' @ 2 paisa per day for Rs. 100/- the date of expiry of that period upto the date on which the contributions are finally paid
8. Death-cum-Retirement Gratuity The foreign employer shall pay contributions on account of death-cum-retirement gratuity at the rate of 4% of the maximum of the pay scales of the post for each six months completed period of service with the foreign employer within 15days of the close of the financial year or at the end of foreign service whichever is earlier. In case the contributions are not paid within the specified period, the foreign employer shall pay on unpaid contributions @ 2 paisa per day for Rs. 100/- from the date of expiry of that period upto the date on which the contributions are finally paid

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|-----|---|--|
| 9.  | Medical Attendance                            | Not inferior to that allowed by the Institute to its own employees from time to time . The cost will be borne by the foreign employer.   |
| 10. | Leave Travel Concession                       | As allowed by the Institute to its own employees from time to time   |
| 11. | Disability                                    | The foreign employer will pay leave salary in respect of disability incurred in or through foreign service even though such disability manifests itself after the termination of foreign service   |
| 12. | Pecuniary loss caused to the foreign employer | He will be liable to recovery from his pay the whole or part of any pecuniary loss caused by him to the foreign employer while on foreign service. By negligence or breach of orders, by giving him suitable opportunity to explain his position. Such a recovery will be made under the order of the appointing authority from his pay while on foreign service or on reversion there from as the case may be   |
| 13. | Group Insurance Scheme                        | He will contribute monthly towards Group Insurance Scheme and the monthly deduction made from his pay will be sent by the foreign employer to the Register of the Institute by the 7th of each month in case he opted for this scheme  |
| 14. | Treatment of Deputation Allowance             | Deputation Allowance shall be treated as ‘pay’ for the grant of Compensatory Allowance, Dearness Allowances, Leave Salary/I.R./D.A. and House Rent Allowance.  |
| 15. | Next below Rule                               | <p>Following shall apply as the “Next below Rule”</p> <p>An Institute employee out of his regular lien will not suffer by forfeiting officiating promotion which he would otherwise have received, had he remained in his regular line.</p> <p>The fortuitous officiating promotion of some one junior to an Institute employee who is out of the regular line, does not in itself give rise to a claim under this rule.</p> <p>Before such a claim is established; it should be necessary that: all the Institute employees senior to the Institute employee who is out of the regular line have been give officiating promotion.</p> <p>It is also necessary that the Institute employee next below him should have been given promotion, unless in any case the officiating promotion is not given because of inefficiency, unsuitability or leave.</p> <p>In the event of one or more of the three bars mentioned above, of being applicable to the Institute employee immediately below the Institute employee outside</p> <p>His regular line, the same Institute employee even more junior should have received officiating promotion and the Institute employees, if any, in between that should have been passed over for one of these reasons.</p> |
| 16. | Counting of Foreign services for increment    | Foreign service counts for increments in the time scale applicable to the post in the Institute service in which the employee concerned holds lien as well as the posts or posts, If any, on which he would hold lien but for his proceeding on foreign service.   |

**SCHEME FOR GRANT OF GRATUITY TO THE INSTITUTE EMPLOYEES**

**(As amended after 100<sup>th</sup> BOG)**

1. The Institute shall grant gratuity to its whole time employees for their good, efficient and faithful service and shall exclude the following :-
  - i) Apprentices and trainees;
  - ii) Employees on deputation;
  - iii) Re-employed persons beyond 60;
  - iv) Casual and non-regular employees;
  - v) Employees on contract;(Except where terms of contract provide for payment of Gratuity)
2. Gratuity shall be payable to an employee in the following circumstances:-
  - i) at the time of retirement at the age of 60 years of compulsory/ voluntary retirement as per the service Regulations.
  - ii) Discharge on abolition of post.
  - iii) Death while still in service of the Institute or disablement due to accident or disease.
  - iv) Retirement due to incapacity on account of bodily or mental infirmity.
  - v) At the time of resignation on completion of five years of qualifying service in accordance with the provisions of Gratuity Act 1972 in addition to the other provisions of the gratuity existing in the Regulations
3. Notwithstanding anything contained in Para(2) above Gratuity shall not be admissible to any employee:
  - (a) Who has been dismissed or removed from service for misconduct, insolvency or inefficiency.
  - (b) Whose services have been terminated for any act, willful omission or negligence causing any damage or loss to, or destruction of property belonging to the Institute.
  - (c) The gratuity payable to an employee may wholly or partially be forfeited:
    - i) if the services of such employee have been terminated for his serious or disorderly conduct or any other act of violence on his part **or**
    - ii) if the services of such employees have been terminated for any act which constitutes any offence involving moral turpitude.
    - iii)
4. **Calculation of Gratuity as per Clause 4.2 of The Payment of Gratuity Act 1972:** For every completed year of service of part thereof in excess of six months, to pay gratuity at the rate 15 days' wages on the rate of wages last drawn by the employee concerned, where the fifteen days wages shall be calculated by dividing the monthly rate of wages last drawn by twenty-six and multiply the quotient by fifteen. The amount payable as gratuity shall in no case exceed the **maximum ceiling of Rs. 10.00 Lacs (Rupees Ten Lacs).**
5. The term emoluments for the purpose of calculating gratuity benefit shall mean Basic Pay, Grade Pay / Academic Grade Pay and Dearness Allowance admissible to an employee on the date of his retirement or on the date of his death.
- 6) The gratuity shall be sanctioned by the Board of Governors in the case of staff members falling in Category 'A' and by the Director in respect of all other staff members.
- 7) Each employee shall make a nomination conferring on one or more persons of his family the right to receive the gratuity in the event of his death while in service or after quitting service but before payment of gratuity is made, indicating the shares payable to each member; in the case of an

employee having no family the nominations may be made in favour of a person or persons or a body of persons, corporate or incorporate.

- 8) An employee who is eligible for gratuity as per the terms of the Regulations shall send a notice within 30 days from the date of gratuity becomes payable, to the Institute in triplicate for further necessary action.
- 9) The work charge employees of the Institute have been covered under gratuity scheme as per BOG decision vide its 103<sup>rd</sup> meeting dated 22.10.2012.

## SCHEDULE B-X

### REVISED GUIDELINES FOR THE SCHEME OF APPOINTMENT OF GUEST/PART-TIME TEACHERS VISITING PROFESSORS/ VISITING FELLOWS, RETIRED TEACHERS FOR UNDERTAKING RESEARCH/ PROJECT WORK & EMERITUS FELLOWS/ TEACHING/ RESEARCH ASSISTANTSHIP

#### A. GUEST /PART TIME TEACHERS

Appointment of guest/part-time teachers in the Universities and colleges will be on the following terms and conditions:

- a. Guest/Part-time teachers may be appointed in exceptional circumstances in such specialized fields/ subjects where the work load does not justify the appointment of a full time regular teacher through out the academic year.
- b. Guest/Part-time teachers may be appointed only against sanctioned posts. Such appointments should be kept to the barest minimum.
- c. The qualifications for guest/part-time teachers should be the same as those prescribed for the regular teacher of the Institute.
- d. The procedure followed by the Institute for making temporary faculty appointments in the Institute may be followed for appointing guest/part-time teachers.
- e. Guest/Part-time teachers may be appointed initially for a period not exceeding one academic term which could be renewed after each term with the total tenure of appointment of an incumbent not exceeding 5 years.
- f. Part-time teachers may be appointed on the same basis as temporary teachers not on a permanent basis.
- g. Guest/Part-time teachers may not be treated like regular members of the faculty for the purpose of voting rights or for becoming the members of the Board of Studies.
- h. Persons more than 60 years of age should not be appointed as guest/Part-time teachers.
- i. Joint appointment may be made in the case of teachers of one Institution participating in the teaching and research programmes of another institution in the same town. Teachers of one institution may not be appointed as guest/part-time teachers in another institution. Their participation may, however, be encouraged under the scheme of visiting teacherships.
- j. The rates of fixed honorarium payable to guest/part-time teachers in the universities and colleges may be as under:

Work load per week	Honorarium per menses
4-6 hours per week	Rs. 1,000/-
7-10 hours per week	Rs. 1,500/-
- k. In the case of special lectures not exceeding say six to eight lectures by an Expert, Rs. 100/-per lecture be paid to the lecturer.
- l. Guest/part-time teachers may not be given the benefit of allowances, provident fund, pension, gratuity etc. normally admissible to regular

Teachers in an institution, They may, however be given the leave benefits as those given to the teachers appointed on adhoc/temporary basis.

- m. A regular teacher appointed in a department of an institution should not be eligible for any remuneration for teaching the subject to students of another department of the institution. If however, a regular teacher is working over and above the normal work load and is not granted equivalent adjustment/relief in the work load in his department for delivering extra lectures in another institution/department he could be paid a suitable honorarium to be decided by the institution.

#### NOTE

- (i) The honorarium for practicing lawyers to provide clinical training to LLB students be fixed at Rs. 1500/- per month.
- (ii) In the case of full time teachers engaged for teaching under the UGC scheme of restructuring of courses who are now being paid honorarium of Rs. 50/-per lecture for science and computer science based subjects and Rs. 30/- per lecture for commerce and Home Science based subjects, payment per lecture be dispensed with and the same formula be applied as recommended above in the case of guest/part-time teachers.
- (iii) In case qualified teachers for teaching B.Sc. (Gel.) Computer Science are not available, the Institute/College may avail itself of the opportunity of appointing a lecture or a visiting faculty @ Rs. 100/- per hour as remuneration
- (iv) The Faculty/Lecturer be invited to teach the entire course and not for a few periods.
- (v) Efforts should be made to train Institute's college's own teachers of Mathematics and Physics etc. in Computer Science.

**B VISITING PROFESSORS:**

**BOG 102<sup>nd</sup> meeting held on July 27, 2012 approved the following**

1. A Visiting Professor should be an eminent scholar in his field. Generally a person who has held or is holding the post of a Professor should be considered for appointment as Visiting Professor. In case Institute desires to appoint any other person under the scheme of appointment of Visiting Professors the Institute should send the necessary bio data etc. and obtain the prior concurrence of the Board.
2. The tenure of appointment of a Visiting Professor shall be one year and the minimum not less than six months. The Visiting Professor shall be eligible for reappointment.
3. A Professor of Thapar Institute of Engineering & Technology shall not be appointed as a Visiting Professor immediately before or after superannuation.
4. If a person working abroad on a permanent basis is invited as a Visiting professor, a Institute may meet the cost of international air travel by economy class by the direct route. This will not be applicable to a person who is returning to India at the end of his foreign appointment to take up the Visiting Professorship. Visiting professors appointed from within the country may be paid travel expenses in accordance with the rules of the Institute.
5. It is expected that when a serving person is appointed as Visiting Professor, the parent Institute would give him academic leave without pay.

**C. VISITING FELLOWS**

1. A Visiting fellow should be a scholar of eminence in his subject. Superannuated persons upto the age of 65 years may also be considered for appointment as Visiting fellows be not less than two weeks and the maximum upto 8 weeks. The following expenditure be met out of the grant placed at the disposal of a Institute for appointment of Visiting Fellows.
  - a) Payment of daily allowance not exceeding Rs. 200/- per day for visits upto one month. For visits beyond one month, the rate may be as in the case of Visiting Professors.
  - b) Travel expenses be met in accordance with the rules of the Institute.
  - c) It is expected that the parent institution will grant to the Visiting Fellow academic leave with pay and allowance as usual for the duration of the appointment as Visiting fellow, if a serving person is appointed as visiting fellow.
3. It is expected that the host Institute would provide accommodation to the Visiting Fellow in the Institute Guest House free of charge.
6. The same person may not be invited as Visiting Fellow more than once in a year in the same Institute.
7. A Institute while sending the accounts of the grants paid would also send a brief report of the benefits accrued to the Institute by the appointment of Visiting Fellow(s).

**D. EMERITUS FELLOWS**

1. The scheme is intended to utilize the services of highly qualified and experienced superannuated Professors in universities who have been actually engaged in research and teaching improvement programs of the UGH on the preceding years to enable them to pursue active research in their fields of specialization as also to help the commission in monitoring of educational programme initiated by the Institute Grants Commission.
2. The fellowship carries an honorarium of Rs. 4,000/- per month fixed.
3. The fellowship will be available ordinarily for a period of two years but not beyond the age of 65 years.
4. The awardees will be provided a non-lapsable contingent grant of Rs. 10,000/- per annum for Secretarial assistance, travel, stationery postage, telephone rental, consumables etc. He could also be provided additional modest financial support to enable him to pursue his research and academic activities on the merits of each case.
5. The Institute agreeing to provide facilities to the awardees would be expected to allow the Emeritus fellow the usual facilities in the department in which he could work as also suitable residential accommodation; suitable accommodation may, however, not mean accommodation in accordance with his entitlement as professor in the Institute but would imply respectable accommodation looking to the needs of the Scholar if not at the original level perhaps at a more modest level.
6. A fellow selected for the award under the scheme should normally join the fellowship within a period of three months from the date of the award. In special cases a further extension in the joining time may be allowed upto three months from the date of the award.
7. A fellow desiring to accept assignments with foreign agencies would be required to obtain prior concurrence of the U.G.C. Programmes for which he has requisite competence, for example, to help in status report writing, working out curriculum to be commended to the Universities, evaluating research, project reports etc.

## **TEACHING ASSOCIATE**

### **1. ELIGIBILITY**

The Associateship may be granted to the candidates out of those admitted to the Ph.D. programme. Only those candidates will be considered who have obtained minimum CGPA of 7.00 (10.00 point scale) or first division in their qualifying examination on the basis of which they have been admitted to the Ph.D. programme.

The Dean RSP shall invite the applications from the Heads of Deptts. The Heads of the Deptts shall send the applications duly recommended. On the basis of merit, DRSP shall recommend the same to the Director for award of Teaching Associateship to the deptt. candidates in order of merit.

### **2. NUMBER AND VALUE OF THE ASSOCIATESHIP**

- a) A quota of four positions of Teaching Associates is allocated to each Department/School in the Institute.
- b) The selected TAs shall be paid an Associateship of Rs. 13,000/- (including contingency) per month.

3. **DURATION:** The Teaching Associateship shall be granted for a period of one semester and may be extended or renewed further. Casual leave as entitled to the regular employees shall be given.

### **4. General Conditions : The following conditions will apply:**

- a) A scholar who has been selected for the award will be given 8-12 hours of teaching (Tutorials and Practical) per week.
- b) A scholar who has been selected for Teaching Associateship shall not be eligible for any other fellowship, stipend or scholarship form the Institute or form any other source.
- c) A scholar who has been selected for Teaching Associateship shall be liable to pay tuition fee and other dues as prescribed by the Institute from time to time.

## **METHOD OF RECRUITMENT – ALTERNATIVE OPTIONS FOR APPOINTMENT OF VARIOUS POSITIONS IN THE INSTITUTE**

The Board of Governors at its 97<sup>th</sup> meeting held March 14, 2011 approved the method of recruitment – Alternative options for appointment of various positions in the Institute as per the following :

### **1. Recruitment through Regular Advertisement in News Papers/TU Website**

- Recruitment should be done atleast once a year (same as current practice), and may be twice in a year, if there are sufficient number of applications, depending upon the requirement of the departments/schools. Faculty advertisement should be on TU website through out the year.
- Outcome of the results should be communicated to the selected candidates within 1-month from the date of Interview so that TU does not lose good candidates.
- Waiting list also needs to be prepared, and it should be valid for 6-months which can further be extended by another 6-months.
- TU should also advertise in International website such as [www.higheredjobs.com](http://www.higheredjobs.com), [www.jobs.ac.uk](http://www.jobs.ac.uk), and [www.academickeys.com](http://www.academickeys.com), etc.

### **2. Recruitment when CVs are received at TU/by Invitation**

From time to time, CVs are received for possible placement in TU. And TU may also invite CVs from exceptionally good candidates. Following procedure would be followed in such cases.

- DOFA will invite initial comments from the concerned department/school.
- Candidate would be called for presentation. Presentation will be arranged in the department. Head of the departments/schools will coordinate this process in consultation with DOFA. A departmental committee consisting of HOD, two senior faculty members of the department/school will send a report to DOFA. Report should clearly indicate about (i) Seminar delivery style/teaching capacity, (ii) technical knowledge, (iii) candidate's teaching/research plan for next 3-5 years. DOFA or his nominee will also attend the presentation, and will give his/her assessment separately to DOFA.



- After the presentation in the department, candidate will have interaction with the DOFA/DIRECTOR.
- In the event of candidate found suitable for TU, he/she should be given 1-2 years of appointment. Within 1-2 years, candidate should appear in interview through regular selection process. In case, he/she finally makes it through regular selection process, his/her service at TU prior to regular selection should also be counted towards probation period. This will give sense of feeling of stability to the good candidates.
- In case of exceptionally good candidates, it is further suggested that a selection committee (as per current practice in case of regular selection) be constituted to consider the case at the earliest.

### **3. Recruitment by Visiting Premier Institution in different regions**

Office of Dean of Faculty Affairs publicize vacancies in TU to various premier Institutions in different regions of the country, and then visiting those places to interact with the potential candidates.

Following procedure would be followed in such cases.

- A committee consisting of (i) DIRECTOR & DOFA, (ii) Concerned HOD/senior faculty member of the department/school, and (iii) expert(s) from that Institution/region, will evaluate the candidate in terms of (i) Seminar deliver style/teaching capacity, (ii) technical knowledge, (iii) candidate's teaching/research plan for next 3-5 years, etc.
- Depending upon the suitability of the candidates, he/she may be given regular or contract appointment. Outcome of the results should be communicated to the selected candidates within 3-4 weeks from the date of Interview so that TU does not lose good candidates.
- In case of contract appointment of 1-2 years, details given in para 4 of Item 2 would be followed.

### **4. Use of Electronic Media**

There are occasions when good CVs are received from abroad and far off places. In such cases, University may also go for use of electronic media in interacting with the candidates and subject experts as well by arranging a 3-way conference, and such cases may be considered in absentia for regular/contract appointment.