

STATUTE ON

CLASSIFICATION, MODE OF APPOINTMENT, TERMS AND CONDITIONS OF SERVICE FOR SKILL ACADEMIC, NON-TEACHING & TECHNICAL STAFF.

(Under Section 10 (iv), 14, 22(b) & (c) of SVSU Act.)

1. Scope: -

These rules shall apply to all the Academic, Skill, Non-teaching and Technical employees of the Shri Vishwakarma Skill, Dudhola, Palwal, except the following categories:

- (a) Officers of the university as contained in the Act and Statutes of the University for Whom Separate terms and conditions are specified by the Chancellor.
- (b) Persons on deputation from Govt. of India or State Govt. or any Statutory Board or Corporation or university, who will be governed by the terms and conditions of the deputation;
- (c) Persons appointed on parttime basis;
- (d) Persons appointed on contract, who will be governed by terms and conditions of the contract:
- (e) Work charge employees; and
- (f) Casual labour/daily wagers
- (g) Persons engaged through contractor for specific job.

2. Definitions:

- (a) **“Appointing Authority”** means the authority empowered to make appointments to a post in the university which an employee for the time being holds.
- (b) **“Completed year(s)of service”** means the continuous service of the specified duration under the rules and includes period spent on duty as well as leave including Extra Ordinary Leave, unless otherwise provided.
- (c) **“Competent Authority”** means the appointing authority or such authority to whom the special powers are delegated by the Executive Council.
- (d) **“Cadre”** means the strength of a service or a part of a service sanctioned as a separate unit.
- (e) **“Duty”** includes:
 - (i) service on probation provided that such service is followed by confirmation; and
 - (ii) joining time
 - (iii) An employee may be treated on duty during the course of instructions or training in India & abroad.

- (f) **“Foreign Service”** means service in which an employee receives his/her pay with the sanction from any source other than the funds of the university.
- (g) **“Honorarium”** means recurring or non-recurring payment granted to an employee from the funds of the university as remuneration for special work of an occasional or intermittent character.
- (h) **“Joining time”** means the time allowed to an employee to join a new post or to travel to or from a station to which he/she is posted.
- (i) **“Leave Salary”** means the monthly amount paid by the university to an employee on leave.
- (j) **“Lien”** means the title of an employee to hold substantively either immediately or on the termination of a period or periods of absence, a permanent post, including a tenure post to which he/she has been appointed substantively.
- (k) **“Officiate”** An employee officiates in a post when he/she performs the duties of a post on which another person holds a lien. The competent authority may, if it thinks fit, appoint an employee to officiate in a vacant post on which no other employee holds a lien.
- (l) **“Pay”** means the amount drawn monthly by an employee as:
the pay, other than special pay or pay granted in view of his/her personal qualification, which has been sanctioned for the post held by him/her substantively or in an officiating capacity or to which he is entitled by reason of his/her position in a cadre.
- (m) **“Personal pay”** means additional pay granted to an employee: -
 - i. to save him/her from loss of substantive pay in respect of a permanent post, other than tenure post, or due to revision of pay or to any reduction of such substantive pay, otherwise than as a disciplinary measure; or
 - ii. in exceptional circumstances on other personal consideration.
- (n) **“Presumptive Pay”** of a post, when used with reference to any particular employee, means the pay to which he/she would be entitled that he/she held the post substantively and was performing its duties but it does not include special pay unless the employee performs or discharges the work or responsibility in consideration of which the special pay was sanctioned.
- (o) **“Special pay”** means an addition of the nature of pay to the emoluments of a post or of an employee granted in consideration of:
 - i. The especially arduous nature of the duties; or
 - ii. A specific addition to the work or responsibility and includes non-practicing allowance granted to doctors in lieu of permission to allow them to carry on private practice.
- (p) **“Permanent post”** means a post carrying a definite rate of pay sanctioned without limit of time.

- (q) **“Probation”** means an employee appointed/promoted to a post and kept on probation for a specified period for determining his/her fitness for the eventual substantive appointment to the post.
- (r) **“Service”** means the whole period of continuous service including periods spent on leave.
- (s) **“Salary”** means the amount of monthly pay and allowance granted by the university to an employee.
- (t) **“Subsistence allowance”** means a monthly grant to an employee who is not in receipt of pay or leave salary.
- (u) **“Temporary post”** means a post carrying a definite rate of pay sanctioned for a limited time.
- (v) **“Time scale pay”** means pay, which, subject to any condition prescribed in these rules, rises by periodical increments from a minimum to maximum.
- (i) Time scales are said to be identical if the minimum, the maximum, the period of increment and the rate of increment of the time scales are identical.
- (ii) A post is said to be on the same time-scale as another post on a time scale if the two time-scales are identical and the posts fall within a cadre or a class in a cadre, such cadre or class having been created in order to fill all posts involving duties of approximately the same character or degree of responsibility in the service; so that the pay of the holder of any particular post is determined by his/her position in the cadre or class, and not by-the fact that he/she holds that post.
- (w) **“Substantive pay”** means the pay other than special pay, personal pay, dearness pays or emoluments classed as pay by the Executive Council, to which an employee is entitled on account of a post to which he/she has been appointed substantively or by reason of his/her substantive position in a cadre.
- (x) **“University”** means the Shri Vishwakarma Skill University, Dudhola, Palwal

3. Classification Level/Categories of Posts for Appointment:

The classification of posts for making recruitment and dealing other official matters are as mentioned below:

Sr. No.	Level of posts	Classification of posts
Academic / Non-Academic Posts	Level 10 and above	Group A
Academic / Non-Academic Posts	Level 7 to 9	Group B
Academic / Non-Academic Posts	Level 1 to 6	Group C
Non-Academic Skill Posts Technical Posts	IS scale	Group D

The categories and scale of posts and also the qualifications for appointment to various posts in the university service shall be as prescribed by the Executive Council, through rules.

4. Sanctioned posts

The State Government, Technical Education Department sanctioned **67 posts** vide Endstt.No. 44/45/2016-4TE 31.10.2016. The State Government vide letter no. 22133 dated 30.10.2017 empowered the Executive Council under Section 35 of the HVSU Act till 31.03.2018 for creation of any teaching or non-teaching post as per scales approved by the State Government/UGC to take care of the initial requirement. Accordingly, the matter for creation of teaching & non-teaching positions was placed before the Executive Council meeting held on 12/02/2018. Accordingly, the Executive Council has approved the creation of teaching and non-teaching posts as under:

A. Academic, Skill and Technical Posts:

S. No.	Name of Post	Level of pay	Created by Executive Council
1	Skill Professor	Level-14	27
2	Skill Associate Professor	Level-13	62
3	Skill Assistant Professor	Level-10	110
4	Master Skill Instructor	Level-9	06
5	Sr. Skill Instructor	Level-8	23
6	Foremen Instructor	Level-9	05
7	Skill Instructor	Level-6	71
8	Trainer / Lab Technician	Level-6	05
9.	Technical Posts	DL	54
		Total	356

B. Administrative Posts:

S. No.	Name of Posts	Pay Matrix level	Sanctioned Posts
1	Vice Chancellor	Rs.2,10,000/-(fixed) with special allowance of Rs 11,250/-per month	1
2	Registrar	Level-14	1
3	Controller of Examination	Level-14	1
4	Dean	Level-14	1
5	Librarian	Level-14	1
6	Dy. Director Sports	Level-13	1
7.	Deputy Finance Officer/ Controller	Level-12	1
8.	Deputy Librarian	Level-12	1
9.	Deputy Registrar	Level-12	3
10.	Dy. TPO	Level-12	1
11.	Dy. Director (Industry Integration Cell)	Level-12	1
12	Dy. Director (Capacity building)	Level-12	1
13	Executive Engineer Civil	Level-11	1
14	Public Relation Officer	Level-11	1
15	Sr. Accounts Officer	Level-11	1
16	Resident Medical Officer	Level-10	1
17	Law Officer	Level-10	1

S. No.	Name of Posts	Pay Matrix level	Sanctioned Posts
18	Assistant Registrar	Level-10	7
19	Hindi Officer	Level-10	1
20	OSD to VC	Level-10	1
21	Guest House/ Hospitality Manager	Level-10	1
22	SDO (Electrical & Civil)	Level-9	2
23	Network Administrator	Level-9	1
24	Website Administrator	Level-9	1
25	Section Officer	Level-7	2
26	Superintendent	Level-7	8
27	Accountant	Level-6	1
28	JE (Electrical, Horticulture & Civil)	Level-6	3
29	Law Assistant	Level-6	1
30	Store Keeper	Level-6	1
31	Personal Secretary	Level-6	2
32	Game Organiser	Level-6	1
33	Translator	Level-6	1
34	Senior Scale Stenographer	Level-6	3
35	Junior programmer	Level-6	1
36	EPBAX Assistant	Level-6	1
37	Staff Nurse	Level-6	1
38	Draftsman Civil	Level-6	1
39	Assistant	Level-6	14
40	Hostel Supervisor	Level-6	2
41	Sanitary Officer	Level-6	1
42	Pharmacist	Level-6	1
43	Electrician	Level-4	1
44	Driver	Level-4	3
45	Medical attendant	Level-2	1
46	Restorer	Level-2	1
47	Clerk cum DEO	Level-2	23
48	Library Attendant	Level-2	1

S. No.	Name of Posts	Pay Matrix level	Sanctioned Posts
49	Tracer	Level-2	1
50	Steno Typist	Level-2	2
51	Plumber	Level -2	1
52	Hostel Attendant	Level-1	2
53	Carpenter	DL	1
54	Class IV (Peon/ Mali/Security Guard/ Cook/Sweeper)	DL	33
	TOTAL		148

Total (A+B) = 504

Approved Posts by the State Government of Haryana

The issue relating to approval of these posts was referred to the State Government of Haryana and the State Government of Haryana (Finance Department) vide U.O. No. 1/51/2017-2FDII/9228 dated 22/11/2021 approved the following Post.

Sr. No.	Name of Post	Number of the Post	Pay Structure
Teaching Posts in UGC Pay Scales			
1.	Skill Professor	13	Level-14 as per UGC.
2.	Skill Associate Professor	27	Level-13 A as per UGC.
3.	Skill Assistant Professor	104	Level-10 A as per UGC.
Teaching Posts as per State Pay Scale			
4.	Master Skill Instructor	3	FPL-7
5.	Senior Skill Instructor	11	FPL-6
6.	Skill Instructor	66	FPL-6
	Total	224	
Non-Teaching Posts as per State Pay Scale			
7.	Technical Posts	54	DL
8.	Deputy Registrar	1	FPL-12
9.	Deputy Training and Placement Officer	1	FPL-9
10.	Deputy Director (Industry Integration Cell)	1	FPL-10

11.	Public Relation Officer	1	FPL-9
12.	Deputy Director Sports	1	FPL-10
13.	Deputy Director (Capacity Building)	1	FPL-10
14.	Resident Medical Officer	1	FPL-10
15.	Executive Engineer (Civil)	1	FPL-11
16.	SDO (Electrical & Civil)	2	FPL-9
17.	Law Officer	1	FPL-7
18.	Assistant Registrar	3	FPL-10
19.	Hindi Officer	1	FPL-7
20.	OSD to VC	1	FPL-8
21.	Network Administrator	1	FPL-9
22.	Website Administrator	1	FPL-9
23.	Section Officer	2	FPL-7
24.	Personal Secretary	2	FPL-6
25.	JE (Electrical Horticulture and Civil)	3	FPL-6
26.	Superintendent	7	FPL-7
27.	Law Assistant	1	FPL-6
28.	Store Keeper	1	FPL-2
29.	Game Organizer	1	FPL-6
30.	Accountant	1	FPL-6
31.	Translator	1	FPL-6
32.	Senior Scale Stenographer	3	FPL-6
33.	Junior Programmer	1	FPL-6
34.	EPBAX Assistant	1	FPL-6
35.	Staff Nurse	1	FPL-6
36.	Draftsman Civil	1	FPL-6
37.	Assistant	12	FPL-6

38.	Hostel Supervisor	2	FPL-6
39.	Electrician	1	FPL-4
40.	Sanitary Officer	1	FPL-6
41.	Medical Attendant	1	FPL-2
42.	Restorer	1	FPL-2
43.	Clerk-cum-DEO	17	FPL-2
44.	Pharmacist	1	FPL-6
45.	Driver	3	FPL-4
46.	Steno-typist	2	FPL-2
47.	Hostel Attendant	2	FPL-1
48.	Library Attendant	1	FPL-2
49.	Tracer	1	FPL-2
50.	Carpenter	1	DL
51.	Plumber	1	FPL-2
52.	Peon/Mali/Security/Guard/Cook/ Sweeper	13	DL
53.	Guest House/Hospitality Manager	1	FPL-6
	Total	159	

1.	Joint Director	02	As per existing remuneration
2.	Deputy Director	02	As per existing remuneration
3.	Assistant Deputy Director	06	As per existing remuneration
4.	Senior Skill Coordinator	01	As per existing remuneration
5.	Assistant Skill Coordinator	01	As per existing remuneration
	Total	12	

The University has taken up the matter relating to discrepancy in the post of pay and scale vide letter No. SVSU/2022/Estt./1559 dated 02/07/2022 and letter No. SVSU/2022/Estt./1602 dated 21/07/2022. The response of the State Government is still awaited.

5. Age of entry into the university service:

No person who has not attained the age of 18 years shall be appointed to any of the post in the university. The upper age limit for various posts will be prescribed by the Executive Council as mentioned in the recruitment rules.

6. Method and Procedure of Appointment:

- (i) The appointment of Skill Faculty and other academic staff shall be made as per the prescribed qualifications, experience and their mode of recruitment approved by the Executive Council.
- (ii) The appointment of non-teaching and technical posts shall be made as per the prescribed qualifications, experience and their mode of recruitment approved by the Executive Council.

Appointment to the posts may be made by direct recruitment/ promotions.

- (i) Direct recruitment shall be made after advertisement by the university.
- (ii) The appointment by promotion shall be made on seniority-cum-merit basis from the feeder cadres subject to the fulfilment of benchmark. Merit shall be determined based on Annual Performance Appraisal Report (APAR).
- (iii) The recruitment and promotion for employees shall be made in accordance with “Recruitment Rules” as laid down by the university and approved by the Executive Council from time to time.

7. Medical Certificate of Fitness on First Entry into the Service.

Every person, on his/her first appointment in the university, shall get him/herself examined by the Medical officer of the university or a Medical Officer approved by the competent authority and furnishes a medical certificate in the prescribed form. In case of rejection by the Medical Officer, the Vice-Chancellor may refer the case of the person to a specially constituted panel of doctors.

8. Physical Fitness for Efficient Discharge of Duties:

The appointing authority shall have the power to direct a university employee to appear before a Medical Board to test his/her physical fitness for the efficient discharge of the duties related to his/her post, whenever it has reason to believe that employee is not physically fit to carry out his/her duties satisfactorily. The employee concerned shall, however, has the right to appeal to the Vice Chancellor for referring his/her case to the Appellate Medical Board against the decision of the first Medical Board shall be final.

9. Verification of Character and Antecedents:

The character and antecedents of every Group A, Group B, Group C and Group D employees on his/her first entry into university service, shall be got verified in the prescribed form from the Deputy Commissioner/ District Magistrate concerned immediately after his/her joining the service in the university. However, the service of the concerned employee would be provisional till receipt of verification from the Deputy Commissioner/ District Magistrate and in case of adverse report based on any false claim, the same is liable to be terminated.

10. Probation and Confirmation:

The Executive Council has empowered the Vice-Chancellor to decide the cases of lifting of probation and confirmation of all categories of the employees.

- (i) Every person appointed to a permanent post in the university, whether by promotion or by direct recruitment, shall be on probation in such post for a period of one year provided that the appointing authority may, in any individual case, extend the period of probation for a further period not exceeding one year, the reasons thereof to be recorded in writing. Provided further that the employee shall be deemed to have been confirmed in his/her post on the lifting of his/her probation period unless the university informs him/her in writing of its intention not to confirm him/her before the lifting of initial probation period.

On the completion of the period of probation of an employee, the appointing authority may:

- (ii) If the work and conduct have, in its opinion, been satisfactory, confirm such person, from the date of completion of his/her probation period or if a permanent post is not available declare that he/she has completed his/her probation satisfactory.

Provided further that the period of extraordinary leave shall not count towards probation period.

- (iii) Where a person appointed to a post in the university on probation if, during his/her period of probation, found unsuitable for holding that post or has not completed his/her period of probation satisfactorily, the appointing authority may:
 - a) in case of a person appointed by promotion, revert him/her to the post held by him/her immediately before such appointment.
 - b) in case of a person appointed by direct recruitment, terminate his/her services
 - c) Extend his/her period of probation to the extent necessary as specified in sub rule (1) above.
- (iv) Every person appointed to a permanent post in the university by promotion or by direct recruitment shall, on satisfactorily completing his/her period of probation, be eligible for confirmation in that post.
- (v) No employee shall be confirmed in any post unless:
 - a) Such post is permanent and no one else holds a lien on the post.

- b) The service of the employee in the university is confirmed by the appointing authority.
- (vi) A person having been appointed temporarily to a post, is subsequently appointed on probation against a permanent post, shall commence his/her period of probation from the date of his/her regular appointment.

11. Seniority:

An employee shall rank for seniority in the grade in the manner as mentioned below:

- (i) Persons appointed in a substantive capacity to any post prior to these rules shall retain the relative seniority already assigned to them.
- (ii) when any post is filled by open competition, the seniority of the applicants selected at the same interview shall be in the order of merit in which they are ranked by the Selection Committee and approved by the competent authority irrespective of the dates of joining the duties.

Inter-se-seniority of persons appointed by promotion on the same date, from within the university shall be the same as in the lower category of post from which they have been promoted/appointed unless otherwise specified by the Selection Committee/Establishment Committee for reasons to be recorded in writing.

12. Increments:

Grant of Increment.

- (i) The Head of office shall be competent authority to allow annual increment in normal course to subordinates working under him/her. The increment to Head of office shall be allowed by the next designated higher authority.
- (ii) On promotion to a post of higher level on the date of normal increment, first the normal increment in the level of feeder post shall be granted, if otherwise admissible under the rules on that day, thereafter, the pay shall be fixed in the level of promotional post.
- (iii) In case of death while in service, the normal increment on the 1st January or 1st July shall, subject to eligibility, be granted to the employee—
 - (a) actually, in case of death on the 1st January or 1st July while not on leave; and
 - (b) notionally, in case of death on or after the 1st January or 1st July while on leave provided the same would have been admissible had he/she been on duty on the date of death.
- (iv) Advance or non-compoundable increment(s) which are granted as a result of passing of certain examination, higher qualification or otherwise, shall be regulated by the relevant rules and orders issued from time to time by the competent authority.

Note. — No benefit of increment shall be admissible to a university employee who is not in service on the 1st January or 1st July, as the case may be.

13. Service qualifying for increment.

The following periods of service rendered by an employee appointed on regular basis shall be qualifying for the purpose of increment :-

- a) the period of service treated as qualifying service.
- b) the period of suspension, dismissal, removal, compulsory retirement, followed by re-instatement and treated as duty for the purpose of pay by the competent authority.
- c) any other period of service treated as duty for the purpose of increment by the competent authority.

Note 1.— In any case in which the Competent Authority is satisfied that the extraordinary leave was sanctioned for any cause beyond the control of employee or for prosecuting higher scientific, technical or professional studies connected with his/her duties, the same may be allowed to be counted for increment.

Note 2.— The period of suspension shall not be treated as qualifying service unless any such final decision for his/her period is taken by the competent authority.

Note 3.— The period of dies non, if any, shall not be treated as qualifying service.

Service Counting for Increments:

(i) The following service shall count for grant of annual increment in a time scale:

- (a) All duty in a post on a time scale counts for increment in that time scale;
- (b) Service in another post, other than a post carrying less pay, whether in a substantive or in officiating capacity shall count for increment in the time scale applicable to the post on which the university employee holds a lien;
- (c) If an employee, while officiating in a post or holding a temporary post on a timescale pay, is appointed to officiate in a higher post or to hold a higher temporary post, his officiating or temporary service in the higher post, shall, if he is re-appointed to the lower post or is appointed or re-appointed to a post carrying the same time scale of pay count for increment in the time-scale applicable to such lower post. The period of officiating service in the higher post, which counts for increment in the lower post is however, restricted to the period during which the employee would have officiated in the lower post but for his/her appointment to the higher post. This clause applies also to an employee who is not actually officiating in the lower post, at the time of his/her appointment to the higher post, but who would have so officiated in such lower post or in a post on the same scale of pay had he/she not been appointed to the higher post.
- (d) If an employee on reversion from an ex cadre post to the parent cadre is appointed to a post in a scale lower than that of the ex-cadre post but not on the time scale as the post held at the time of his transfer to the ex-cadre post, the service rendered in

the higher scale in the ex-cadre post, shall count for increment in the time scale applicable to the cadre post.

- (ii) Period spent on Foreign Service or on deputation shall count for increment.
- (iii) Service rendered in a time scale post during the period of probation shall count as service towards increments.
- (iv) Service rendered in a temporary post immediately preceding the appointment to a regular post shall count for increment provided the post is on a prescribed time scale;
- (v) All leave (except extra-ordinary leave taken otherwise than on Medical Certificate) and the period of deputation out of India shall count for increment in the time-scale applicable to a post in which an employee was officiating at the time he/she proceeded on leave or deputation out of India and would have continued to officiate but for his proceeding on leave or deputation out of India. Provided that the competent authority may in any case in which it is satisfied that the extra ordinary leave was taken for any cause beyond the control of employee or for prosecuting higher studies, direct that extraordinary leave shall be counted for increments.
- (vi) The increment shall be due from the date of joining the initial post.

14. Rate of increment in Pay Matrix.

The increment @ of 3% in the pay matrix shall be as specified in the vertical Cells of the applicable Level in the Pay Matrix.

15. Date of Increment.

- (i) There shall be two dates for grant of increment namely, 1st January and 1st July of every year:

Provided that an employee shall be entitled to only one annual increment either on 1st January or 1st July depending on the date of his/her appointment, promotion or grant of financial upgradation.

Provided further that a employee who does not complete six months qualifying service before the date of normal increment due on 1st July or 1st January, as the case may be, his/her date of next increment shall be changed to 1st January or 1st July and shall be granted subject to admissibility.

- (ii) The date of next increment of an employee, who has been appointed or promoted or granted ACP level during the period between the—
 - a) 2nd day of January and 1st day of July (both inclusive), shall be the 1st day of January;
 - b) 2nd day of July and 1st day of January (both inclusive) shall be the 1st day of July.

16. Grant of increment while on leave on 1st January or 1st July

The increment due on the 1st January or 1st July shall, subject to eligibility, be granted notionally if the employee is on leave (other than casual leave) on that day and actually from

the date of joining duty after return from leave, provided the leave has been sanctioned by the competent authority.

Note.— Any period of absence without proper sanction of the competent authority shall not be considered as leave.

17. Date of increment if there is holiday on 1st January or 1st July

When an employee who has been appointed or promoted to a post is otherwise able to join his/her duty but could not join due to holiday, or series of holidays, falling on 1st of January or 1st July, and joins on forenoon of 1st working day of the month of January or July, i.e. on or after 2nd January or 2nd July, he/she shall be treated to have completed 6 months qualifying service upto 30th June or 31st December of that year for the purpose of grant of normal increment provided the same shall have been admissible to him/her on 1st July or 1st January, had there been no holiday or series of holidays on 1st January or 1st July. However, the pay shall be admissible from the date of actually joining duty and not from 1st January or 1st July. In all other cases the date of increment shall be 1st January or 1st July subject to completion of minimum six months qualifying service before that date.

18. Postponement of increment in case of non-qualifying service.

Where the qualifying service is less than six months before the date of next increment, on whatsoever reason, such as due to extraordinary leave without medical certificate, period of dies non, undecided suspension period, treatment of suspension period as non-duty, period of un-authorized absence, etc., it shall have the effect of postponing the increment and such case shall be re- considered on 1st January or 1st July and increment shall be granted subject to completion of minimum six months qualifying service before that date.

19. Increment on 1st January or 1st July while on duty.

When an employee is not actually present in office on the date of his/her next increment (i.e. on 1st January or 1st July) but under the rules he/she is on duty, like on training, tour, compulsory waiting period, availing joining time, vacation or otherwise, the normal increment shall be granted if the same shall have otherwise been admissible had he/she been in office on that day.

20. Grant of Advance increment.

An employee who performs work of exceptional merit may be granted advance increment(s) instead of additional increment(s) subject to following conditions:-

- (i) The maximum age of the concerned employee shall not exceed 55 years.
- (ii) He/She should have never been punished under Punishment and Appeals Rules in existence from time to time.
- (iii) It shall not be granted on one or more isolated incidents as the entire service record is the criteria for grant of advance increment.

It shall be given with effect from 1st January or 1st July and for a limited period i.e. up to the

date of next increment.

21. Grant of increment in case departmental test as a pre-condition.

On appointment by direct recruitment to a post where, as per provision in service rules, passing of any departmental test or fulfilling other conditions is a pre-requisite to get the normal increment and the same is qualified/fulfilled before the date of first increment due on the 1st January or 1st July, as the case may be, the normal increment shall be granted on the 1st January or 1st July if otherwise admissible. If the same is qualified thereafter, the increment(s) shall be granted notionally from the due date(s) at the rate applicable from time to time and actually from the last date of appearance of test(s) which has/have been qualified;

Provided that on appointment by promotion to such a post, the presumptive basic pay of feeder post shall, if it is more advantageous, be admissible till qualifying the departmental test or fulfilling of other conditions prescribed for normal increment of promotional post.

22. Increment after maximum of the level.

Where an employee arrives at maximum of the level he/she shall not be entitled to any increment above the maximum or last cell of his/her level.

23. Regulation of increment during the period of probation.

The normal increment shall be admissible on 1st January or 1st July, subject to eligibility, on appointment as 'Probationer' or 'on Probation' by direct recruitment or otherwise unless any provision contrary to his/her rule exists in the terms and conditions of appointment or in service rules regulating the service conditions of the post held.

24. Fixation of pay:

(i) Fixation of entry level pay:

On first appointment to a post, the entry level pay shall be fixed at first cell of the functional level or as recommended by the Selection Committee/Establishment Committee/Departmental Promotion Committee (DPC) as approved by the Competent Authority.

(ii) Fixation of Pay on promotional post:

On appointment by promotion to a post of level higher than the functional or ACP level, pay shall be fixed—

- a) with the benefit of one increment in the Level from which the employee is promoted and he/she shall be placed at a Cell equal to the figure so arrived at in the Level of promotional post and if no such Cell is available in that Level, he/she shall be placed at the next higher Cell: or
- b) equal to entry level pay of the promotional post; whichever is higher.

25. Fixation of Pay on Reduction to a Lower Post

Reduction to lower post or level

(i) While drawing pay in functional level

On reduction to a feeder post as a measure of punishment, the pay shall be fixed equal to presumptive pay in the—

- a) functional level of feeder post which would have been admissible had he not been promoted; or

- b) one step down in ACP level of feeder post if he/she was promoted while drawing pay in ACP level of feeder post which is identical to functional level of promotional post held at the time of punishment.

Once the pay is fixed in lower level, the annual increment(s) shall be admissible under the normal rules. On re-appointment by promotion on the same post, in both the cases the pay shall be regulated as per the provisions of the State Government Rules.

26 Special Pay, Personal Pay, Honoraria, etc.

- a) The Executive Council may sanction to employee(s) in special circumstances such special pay, on such conditions as it may deem fit.
- b) The competent authority may sanction honorarium on such terms & conditions, as it may deem fit.

Except when the authority sanctioning it orders otherwise, personal pay shall be reduced by any amount by which the recipient's pay may be increased and the same shall cease as soon as his/her pay is increased by an amount equal to his/her personal pay.

27. Leave Regulations;

- (i) Leave regulations as laid down by the Executive Council from time to time shall be applicable.
- (ii) Wilful absence from duty for more than a week may involve forfeiture of appointment. In such cases, a notice shall be given to the employee by registered/speed post, at his/her address given in his/her service book, to report for duty to the Registrar within a given period. In case the employee does not report for duty, or the notice is not delivered to him/her, a copy of the notice shall be pasted on the entrance of his/her house at his/her local address. If still the employee does not report, another notice shall be published in the Newspaper, giving him/her final opportunity to report for duty. If he/she fails to do so, his/her appointment in the university service shall stand forfeited on the expiry of final notice.
- (iii) The competent authority may order the forfeiture of appointment from the date, the employee is wilfully absenting himself/herself from duty.
- (iv) While settling his/her final dues, the expenditure incurred in connection with the publication of notice in newspaper and the amount in lieu of notice period of one month/three months required for tendering resignation from the service of the university shall be recovered from the employee concerned. If an employee reports for duty after publication of notice in the newspaper and prior to expiration of notice period, the expenditure incurred by the university on publication of notice in newspaper shall be recovered from the employee. However, in genuine cases, the competent authority may wave off fully or partially recovery of the amount in exceptional cases.

28. Benefit of Provident Fund, Pension/NPS, Gratuity etc.

Employees of the university shall be entitled to the benefits of the Provident Fund, Pension/NPS, Gratuity, Insurance Scheme, Ex-gratia etc. as per the provisions given in the rules/regulations.

29. Charge of Office:

The charge of an office must be handed over by the relieved employee both the relieving and relieved employee being present. The competent authority may relax the condition of both the employees being present, under the circumstances it may deem appropriate.

30. Combination of Appointments:

The Competent Authority may appoint an employee already holding a post in a substantive or officiating capacity to officiate as a temporary measure in one or more of other independent posts at one time.

31. Notice Required for Removal/Resignation from Service

- (i) An employee on probation can be removed by the Competent Authority at any time without assigning any reason to him/her by giving one month's notice in writing or payment of one-month salary in lieu of notice period. The employee on probation may also resign from the university service at any time by giving one month's notice in writing to the competent authority or by depositing one month's salary in lieu of notice.
- (ii) A confirmed employee shall be required to give three months' notice in case he/she desires to be relieved, or in lieu of such notice, he/she shall pay to the university salary for three months or for the period by which such a notice falls short of three months. Provided that the competent authority may reduce the period of notice or waive the condition of notice mentioned in sub-clause (i) and (ii) above on the part of the employee, on the specific request of the employee with proper justification.

32. Age of Retirement:

- (i) Every employee shall retire from the service, on the afternoon of last day of the month in which he/she attains the age of 60 years.
- (ii) An employee may seek voluntary retirement by giving three months' notice in writing to the competent authority after completion of 20 years of service or on medical grounds if he/she is certified to be suffering from some disease or disability which may render him/her unfit to continue in service. Provided that in the case of an employee under suspension, it shall be open to the competent authority to refuse permission to an employee for retirement under this clause.

33. Service Book:

- (i) A service book in the form prescribed by the university shall be maintained for every employee holding a substantive post or officiating in a post or holding a temporary post likely to last for more than one year. Such a book shall be supplied by the university free of charge. The service book shall be maintained by and kept in the custody of the Registrar or an officer specially authorised for this purpose. The service book shall not be given to any employee who is proceeding on leave or who quits university service. A certified copy of the service book, may however, be supplied as per university rules on request on retirement, discharge or resignation on payment of copying fee of Rs.200/-.
- (ii) Every step in the official life of an employee must be recorded in his/her service book and each entry must be attested by the Head of the Branch or, if himself/herself is the Head of the Branch, by his/her immediate superior. The Head of the Branch must see that all entries are duly made and attested, and that the book contains no erasing or over-writing, all corrections being neatly made and properly attested.
- (iii) Personal certificates of character must not unless the Registrar so directs, be entered in the service book of the concerned employee.

NOTE:

- (i) Special precaution should be taken at the time of filling up page 1 of the service book specially in respect of the date of retirement of an employee. The Officer authorized to 'maintain service books shall perform his/her important function himself/herself personally and attest the date of birth entry in token of his/her having done so. It shall be based on Matriculation/Higher Secondary Certificate or an equivalent certificate where the date of birth is indicated. In the case of the employees where the minimum academic qualification is not laid down and the employee has not passed matric/higher secondary examination, the date of birth shall be based on the certificate issued by the university Medical Officer or designated by the university.
- (ii) In case where only the year of birth of an employee is entered the 1st of July of that year shall be taken to be his/her date of birth. If the month is also given, but not the date, 16th of the month shall be taken to be his/her date of birth.
- (iii) Date of birth cannot be altered unless the employee concerned applied for correction of his/her age as recorded, within one year from the date of his/her entering university service. The Competent authority, however, reserves the right, to make a correction in the recorded age at any time whenever it gets sufficient evidence/proof to satisfy it that the age recorded in a particular case has been incorrectly entered or has been otherwise manipulated with the object that the employee concerned may derive some unfair and undue advantage therefrom, the action against him/her will be without prejudice to any 'other disciplinary case being taken in the matter. The Registrar will, however, have the discretion to refuse or grant such application and no alternation shall be allowed unless it is proved to his/her satisfaction that the date of birth as originally given by the

applicant was a bonafide mistake and that he/she had derived no unfair advantage therefrom.

- (iv) It shall be the duty of every employee to see that his/her book is properly maintained. The officer-in-charge of books may permit the employee concerned to examine his/her book should he/she at any time desires to do so.

34. Performance Appraisal Report:

Such officers as may be prescribed by the Executive Council shall submit Performance Appraisal report confidentially each year in the form prescribed by the university on the work and conduct of the employee who had served under them for a period not less than three months in the year immediately preceding and forward their reports to the Registrar/Vice-Chancellor within the prescribed period.

35. Essential Services:

The employees placed on watch and ward duty, maintenance of public health services, electricity and such other services as the competent authority may order, shall be regarded as staff of essential services.

36. Recruitment:

The recruitment of the employees of the university shall be made in accordance with the "Recruitment Rules" as laid down by the university from time to time

37. Disciplinary:

The disciplinary matters of the employees shall be dealt as per 'Disciplinary Rules' as laid down by the university from time to time.

38. Residuary Conditions of Service:

Any matter relating to the conditions of service of an employee for which no provision is made in these rules shall be decided by the Vice Chancellor and reported to the Executive Council.