

CHAPTER XVIII

SERVICE CONDITIONS OF THE ESTABLISHMENT

(Under Section (44) of the Bharathiar University Act, 1981
[Act I of 1982].)

Statute 1 : GENERAL

1. **Title.** These Statutes shall be known as "Service Statutes" of the Establishment under the Bharathiar University.

2. **Application.** These Statutes shall be applicable to all establishments of the University not regulated by separate laws framed in accordance with the provisions of the Act and Statutes and to the academic staff as far as they are not inconsistent with the separate laws framed thereunder.

In the case of those on foreign service from Government Departments, local bodies or any other Universities, Public Sector Undertakings, etc., these statutes will be subject to specific terms, if any, on which the persons are lent on foreign service to the University.

3. **Relaxation.** — The Syndicate shall not relax any of the provisions of these statutes except the minor ones in exceptional cases in favour of an individual or a group of individuals as the Syndicate may deem fit:

Provided that if a doubt arises whether a provision may be treated as a minor one for purposes of this Statute the case shall be referred to the Chancellor for orders.

Statute 2 : DEFINITIONS

1. **Definitions.** In these statutes, unless the context otherwise requires:

- (i) 'Act' means the Bharathiar University Act, 1981 (Act I).
- (ii) "University" means the Bharathiar University, Coimbatore
- (iii) "Senate" means the Senate of the Bharathiar University.
- (iv) "Syndicate" means the Syndicate of the Bharathiar University.
- (v) "Vice Chancellor" means the Vice Chancellor of the Bharathiar University.
- (vi) "Government" means the Government of Tamil Nadu, unless otherwise defined.
- (vii) "Appointing Authority" means the appointing authority in respect of posts in the University shall be the authority empowered to make appointments under the Act.
- (viii) "Employee" means an employee of the Bharathiar University.
- (ix) "Department/School" means the University Department / School of study and research.

Statute 3: SCOPE OF APPLICATION

1. ***Kinds of appointments, applicability.*** — The University may engage any person to any service in the University either on contractual basis or on the basis of these statutes. In respect of contractual appointment, the contract conditions will prevail over these statutes. In regard to matters not specifically dealt with in the contract agreement, the provisions in these statutes will apply.

Statute 4 : CLASSIFICATION OF STAFF

Classification of Service. — The employees of the University shall be classified into four classes as in the case of Government servants. Changes in classification made by the Government from time to time will be applicable to the University employees also.

Statute 5 : RECRUITMENT

1. ***(a) Creation of Non-teaching Posts.*** — The Syndicate shall have the powers to create non-teaching posts from time to time according to the necessity.

(b) Mode of Recruitment. — Recruitment to the various posts shall be made by direct recruitment or by promotion from the lower category or on foreign service from Central or State Government or other Universities or Affiliated Colleges or from Public Sector Undertakings and local bodies. The ratio among direct recruitment, promotion and deputation shall be decided by the Syndicate from time to time.

2. ***Reservation.*** — The rules of reservation as in force applicable to Government service from time to time shall apply, in the case of Direct recruitment.

3. ***Criteria of Promotion.*** — All promotions shall be by selection based on merit from among candidates possessing the qualification prescribed, seniority being considered when merit and efficiency are approximately equal.

4. ***Selection Committee.*** — Except in the case of appointments to be made by or with the approval of State Government, all appointments will be made by the Syndicate on the recommendation of the Selection Committee constituted for this purpose under section 44-A of the Act, in respect of Professor, Associate Professor, Reader, Assistant Professor/Lecturer and Librarian.

In respect of Administrative and other non-teaching staff, the appointments shall be made by the Syndicate on the recommendation of the Selection Committee constituted for this purpose by the Syndicate. Such Selection Committee constituted shall consist of FIVE members as shown below:

Vice Chancellor	— Chairman
Two Syndicate Members	— Member (2)
External Member (other than Syndicate Member).	— Member (1)
Registrar	— Member (1)

5. (a) *Qualification, age, etc.* — The age, qualification, method of recruitment, etc. to the posts of Professor, Reader, Lecturer, Registrar, Controller of Examinations and Deputy Registrar, Assistant Registrar, Superintendent, Assistant, Junior Assistant, Typist, Steno-typist, Record Clerk/Attender, Office Assistant, Driver, Telephone Operator, Technician, etc., shall be as indicated in Appendix-I. In the case of teaching staff, the qualifications prescribed by the UGC for various categories shall generally be followed subject to such modifications as the Syndicate might consider necessary. The Syndicate reserves the right to prescribe/change or modify the qualifications, age, etc., for all teaching and non-teaching posts as and when found necessary from time to time. All appointments made by the appointing authority shall be deemed to have been on behalf of the University.

(b) ***Appointing the deputationists.*** — Nothing contained in the statutes regarding age, qualification, etc., shall preclude any employee who has been appointed on deputation from the Government / Public bodies/ other Universities/Affiliated Colleges from being appointed in comparable posts, if he/she is found to be suitable for regular absorption in the University Service.

(c) ***Special Qualification for technical and other Personnel.*** — Nothing contained in the statutes shall preclude the prescription by the Syndicate of any special qualifications for the technical and other personnel as additional qualifications (essential or desirable) as and when required.

(d) ***Revision of Qualifications.*** — Nothing contained in these statutes shall preclude the Syndicate in revising the- educational qualifications and age limit in accordance with the recommendations of the University Grants Commission for teaching posts and fixing the scales of pay for old and new administrative posts in accordance with the scales of pay for comparable posts in the Government of Tamil Nadu.

6. *Submission of Certificates.* — Every person appointed as member of the staff of the University shall, before actually joining the University produce:-

(a) Evidence of age,

(b) Evidence of educational qualifications,

(c) A certificate of Medical fitness from a Medical Officer, not below the rank of a Civil Assistant Surgeon that he/she is physically fit for the job and that he/she suffers from no disability, contagious diseases which would affect the discharge of his/her duties in the University.

7. *Temporary Appointment by Vice-Chancellor* — where it has become necessary owing to an emergency to fill immediately a vacancy in any non-teaching post, directly or by promotion and there would be undue delay in making such appointment in accordance with the statutes, the Vice-Chancellor may promote or appoint a person temporarily for a period not exceeding three months at a time but not exceeding six months in total or such appointee is regularised or replaced by a regularly selected candidate whichever is earlier, pending such promotion or appointment in accordance with the statutes, subject to the fact that such temporary appointee shall have all qualifications prescribed for that post.

8. All the non-teaching appointments should be made only by notifying the vacancies to the Employment Exchange.

Statute 6 : PROBATION

1. ***Period of Probation.*** — Every directly recruited employee of the University unless specifically exempted, shall be on probation for a period of two years within a continuous period of three years from the date of joining the University.

Provided that in the case of Class D employees, the probation shall be for a period of one year within a continuous period of two years from the date of joining duty.

2. ***(a) Completion of probation.*** — On completion of the period of probation, the University shall make an assessment of the work of the probationers and on the basis of such an assessment, either declare him/her to have completed his/her probation satisfactorily or terminate his/her services or extend his/her probation such period as is considered necessary, not exceeding one year to make a further assessment of his/her suitability provided such orders shall be issued within 3 months after the date of completion of probation. If on assessment, at the end of the extended period of probation, his/her work is found to be not satisfactory, his/her probation shall be terminated. Such an order shall be issued within 3 months after the date of the completion of the extended period.

(b) Those who have already completed probation in one cadre need not put probation in subsequent cadres when they are promoted to those cadres as per the Statute 5 (3) of Volume II.

3. ***Full Member.*** — Upon the University declaring that a probationer has satisfactorily completed the probation, he/she shall be regarded as a full member of the University service.

Statute 7 : FURNISHING OF SECURITY AND AGREEMENT

1. ***Security deposit.*** — Any person appointed to the categories for which security is considered necessary by the Syndicate, shall furnish the security as prescribed by the Syndicate or in any other manner prescribed by the Syndicate from time to time. The Vice-Chancellor may permit any part of the security to be collected from the pay of the individual in instalments.

2. ***Agreement for contract appointments.*** — All employees appointed on contract other than the persons drawn on foreign service shall execute an agreement in favour of the University in the prescribed format in a stamped paper.

Statute 8: NOTICE FOR LEAVING EMPLOYMENT

1. ***Notice by Fullmember*** — A full member of the staff of the University other than the staff in Class D shall not leave or discontinue his/her service on his/her own accord without first giving three calendar months notice or salary in lieu thereof.

2. ***Notice by others.*** — A probationer or temporary employee of Classes A, B and C and regular employee of Class D shall not leave or discontinue his/her service on his/her own accord without first giving one calendar month's notice or salary in lieu thereof.

have been appointed on probation shall execute an agreement in favour of the University in the prescribed format in a stamped paper.

Statute 9 : RETIREMENT

4t of retirement -- An employee of Classes A, B and C shall retire from the crsrt.. service on the last day of the month in which he/she completes his/her 58th year of age in respect of non-teaching staff and 60th year of age in respect of Teaching Staff.

Provided that class D employees should retire on the last day of the month in which he/she completes his/her 60th year of age.

Re-employment — Provided that the Syndicate may re-employ any such employee for one year in respect of non-teaching Staff, and two years in respect of Teaching Staff at a time and upto a period of two years in all in respect of non-teaching staff and five years in all in respect of teaching staff.

Statute 10: COMPULSORY RETIREMENT

1. **Teaching staff — (a)** Notwithstanding anything contained in these statutes, the Syndicate based on the recommendations given by a committee constituted by the Syndicate every year for this purpose of review shall, if it is of the opinion that it is in its interest so to do, have the absolute right to retire any University Teaching Staff by giving him/ her notice of not less than three months in writing or three months pay and allowances in the lieu of such notice, after he/she has attained the age of 50 years or completion of 30 years of active service.

(b) Any teaching staff after completion of 20 years of qualifying service or 55 years of age may opt to retire by giving notice of not less than three months in writing to the Syndicate.

2. **Non-teaching staff —** Notwithstanding anything contained in these statutes, the Syndicate based on the recommendations given by the Committee constituted by the Syndicate every year for the purpose of review shall, if it is of the opinion that it is in the Interest so to do, have the absolute right to retire any University non-teaching employee by giving him/her notice of not less than three months in writing or three months pay and allowances in lieu of such notice, at any time after he/she attained the age of 50 years or 55 years in the case of basic servants, as the case may be, or after he/she has completed 30 years of qualifying service.

Any non-teaching staff who has attained the age of 53 years or after his/her completion of 20 years of qualifying service may likewise opt to retire, after giving notice of not less than three months in writing to the Syndicate.

Explanation No. I — In computing the notice period of three months, the date of service of the notice shall be excluded; the period if any spent on leave during the notice period shall also be excluded.

Explanation No. II — When a University employee under suspension, against whom disciplinary action is pending, seeks to retire voluntarily ,under this statute, the Syndicate may withhold the permission sought for.

3. Review petition — Any employee compulsorily retired either under sub-clause (1) (a) sub-clause (2) above may, if he/she chooses to file a review petition, do so within 2 months to the Syndicate. A "Review Committee" which shall be specially constituted every year for this purpose by the Syndicate shall consider and make its recommendation: to the Syndicate. The decision of the Syndicate thereon shall be final.

Statute 11: SCALE OF PAY AND ALLOWANCES

1. **Pay and revision of pay** — The scales of pay admissible to various categories of posts in the University shall be fixed and revised by the Syndicate from time to time, provided such scales of pay fixed or revised shall be comparable to those adopted or accepted for similar posts under the Government and University Grants Commission:

Provided that the Dearness allowance, House Rent Allowance, City Compensatory Allowance shall be regulated as per the rules applicable to the employees of Government of Tamil Nadu from time to time.

2. **Sanction of advance increments** — All appointments shall ordinarily be made at the minimum of the scale of pay prescribed for the post, provided however that the Syndicate may authorise fixation of pay at a higher stage in the scale than that admissible in special cases for reasons to be recorded in writing.

3. **Applicability of fundamental rules** — The Fundamental Rules of the Tamil Nadu Government shall apply in general regarding pay fixation, increments, joining time, foreign service, etc., wherever it is not inconsistent with any of the provisions under these Statutes and the Act.

4. **Conditions for temporary appointment** — Whenever the University creates a temporary post for a specified period and specific purpose, the Syndicate may prescribe *ad-hoc* rules to govern the recruitment, qualification and scale of pay.

Statute 12 : RECORD OF SERVICE

1. **Service records** — A record of service of each employee of the University shall be maintained in the form and manner prescribed by the Syndicate, to include all details of service, pay drawn, leave, punishment, etc. Attested copies of the certificates regarding educational qualifications, age and other relevant tests passed, shall also be added. A duplicate copy of the Service Register may be maintained by the employees and entries therein can be got attested by the competent officers in the University.

2. **Performance file** — An annual performance file of the employee of the University shall be maintained in the manner prescribed by the Syndicate.

Statute 13 : LEAVE

1. **Kinds of Leave** — The following are the various kinds of leave admissible to the staff of the University:-

1. Earned leave
2. Surrender leave
3. Maternity leave
4. Unearned leave on medical certificate

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5. Unearned leave on private affairs
6. Study leave
7. Sabbatical leave (for teaching staff only)
8. Casual leave
9. Compensation leave
10. Leave on loss of pay

2. Earned leave (A) Temporary and probationers other than those belonging to basic service —

- (1) **Earned leave** Earned leave at 1/22 of duty period, limited to 30 days.
- (2) When temporary members and probationers are ousted, the leave at their credit will lapse.
- (3) Earned leave taken during probation period will extend the period of probation.
- (4) In vacation department, a reduction of 15 days earned leave per year should be effected.

(B) Approved probationers —

- (1) 1/11 of duty period limited to 180 days.
- (2) Approved probationers, if ousted for want of vacancy, the leave at credit will not lapse. It can be carried forward on re-appointment.
- (3) After completion of five years of regular service or on confirmation, the leave account will have to be recast (or recalculated) at 1/11th of duty period from the date of regular appointment.
- (4) **Vacation department —** A reduction of earned leave of 30 days with half pay per year should be effected in the leave account.

Note Leave salary for earned leave will be the full pay and allowance last drawn.

(C) Basic service (temporary and probationers) —

- (1) 1/22 of duty period, limited to 30 days.
- (2) When ousted from service, the leave at credit will lapse.
- (3) Earned leave taken during probation period will extend the probation.

(D) Approved probationers and confirmed basic servants —

- (1) 1/22 of duty period, limited to 60 days.
- (2) Approved probationers when ousted, the leave at credit will not lapse. It can be carried forward on re-appointment.
- (3) No recasting of leave account for basic service.
- (4) After completion of 5 years of regular service, earned leave is admissible at 1/11 of duty period, limited to 180 days just like other service.

(E) Reduction of earned leave in the case of the members availing vacations —

Earned leave at the rate of 15 days in the case of probationers and at the rate of 30 days in the case of approved probationers and confirmed members, will be reduced proportionately for every vacation enjoyed.

(F) **General** — Prefixing and suffixing holidays with earned leave are all allowed, but not sandwiching.

3. Surrender leave — (1) Surrender of earned leave shall be permitted while on duty and also while on all kinds of leave except extraordinary leave without allowance (without medical certificate) and unearned leave on private affairs.

(2) For surrender of earned leave not exceeding 30 days, the interval between one surrender and another shall be 24 months; for surrender not exceeding 15 days of earned leave, the interval shall be 12 months.

(3) Applications for surrender of earned leave can be made on or before the due date for surrender, applications received within a month from the due date shall also be allowed. The date of surrender shall be indicated in the application for surrender of earned leave.

(4) The leave salary shall be paid at 1/30th of the monthly salary for each day of surrender, irrespective of the number of days in the month in which the earned leave is sanctioned and irrespective of the fact whether the University employee is on duty or on leave other than extraordinary leave without allowance (without medical certificate) and unearned leave on private affairs.

(5) The total number of days of earned leave availed and the earned leave surrendered shall not exceed the maximum earned leave admissible to University employees.

4. Maternity leave — Approved probationer and permanent staff — (1) This leave shall be granted only to married women employees and to those having not more than three living children (children for this purpose means living children, children already born and died should be ignored), if they already got three living children, they are not eligible for this leave. (2) The maximum admissible maternity leave is 90 days and may be availed either before or after delivery. (3) This leave should be sanctioned only on the advice of the medical officer. (4) This leave may be combined with any other leave but should be supported by Medical Certificate.

(5) During the period of maternity leave, full pay will be paid and this leave is not debited against leave account.

For temporary women employees — (1) Temporary women employees may also be given this leave, but they should have completed one year of service.

(2) They shall first be sanctioned available Earned Leave at their credit. The balance shall be sanctioned as maternity leave.

(3) Other conditions shall be the same as applicable to regular Government employees.

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Abortion or medical termination of pregnancy — (1) Married women employees may be sanctioned maternity leave in case of miscarrying or abortion or medical termination or pregnancy. (2) The period of leave shall be granted for six weeks from the date of abortion or medical termination of pregnancy. (3) The condition to sanction this leave is that abortion or medical termination of pregnancy should have taken place after 12 weeks but before 20 weeks of pregnancy. The termination of pregnancy should have been performed in Government hospitals or other institutions approved under the Medical Termination of Pregnancy Act, 1971. (4) The certificate from a Registered Medical Practitioner authorised under the Medical Termination of Pregnancy Act may be accepted for this purpose. (5) Temporary women employees may also be sanctioned this leave. But earned leave available at their credit shall be first sanctioned and the balance only as maternity leave. (6) The other conditions are the same like maternity leave. (7) In case of abortion taking place after 20 weeks of pregnancy, eligible maternity leave will be granted.

(Note — If the woman employee is on any leave and the confinement takes place during the leave, the maternity leave commences from the date of confinement.)

5. Medical Leave — (1) An employee of the University shall be granted leave on medical certificate for the period for which they are entitled as detailed below:-

Period of Service	Leave on Medical Certificate to which the employee may be entitled
i) Upto 5 years	3 months (90 days, i.e. 3 x 30 days)
ii) More than 5 years but less than 10 years	6 months (180 days, i.e. 6 x 30 days)
iii) More than 10 years but less than 15 years	9 months (270 days, i.e. 9 x 30 days)
iv) More than 15 years but less than 20 years	12 months (360 days, i.e. 12 x 30 days)
v) More than 20 years	: 18 months (540 days, i.e. 18 x 30 days)

(2) (a) For Services other than Basic Services :-

Temporary hands	: Nil
Probationers (who have completed 2 years but not declared the probation)	: 180 days in all/60 days at a time upto 5 years of service; 180 days exceeding 5 years of service
Approved Probationers Full members Leave Salary	: 540 days (18 x 30 days) and Full pay and allowances last drawn.

(b) For Basic Servants :-

Temporary	: Ni
Probationer (Completed one year of service)	10 days for every completed one year of service
Approved Probationers	: 10 days for every completed year of service
Permanent Basic Servant	180 days (i.e., 6 x 30 days)
After completion of years of service	: 540 days (i.e., 18 x 30 days) 15
Leave salary	: Full pay and allowance last drawn

Note The member should return to duty after the expiry of leave but this is not necessary in the case of leave preparatory to retirement, death or invalidation.

Medical Certificate — By whom to be issued? — Medical Certificate to avail leave or fitness certificate to join duty may be issued by a qualified Doctor not lower in rank than a Civil Assistant Surgeon in Government Service or University Doctor.

1. Reference to Medical Board —When and how? — Due to administrative reasons, the University employees who apply for Unearned Leave on Medical Certificate exceeding 60 days will be referred to the Medical Board by the competent authority and their opinion about the justification of leave will be sought for.

For this purpose, the staff member intending to go on 'UEL on MC' should submit his leave application before going on leave and in an exceptional case, where such advance application is not possible, he should submit leave application within 7 days from the date of entering into such leave. On receipt of such application and when the leave exceeds two months (60 days), reference to Medical Board should be made within 7 days.

If the member applying for leave failed to adhere to the time limit prescribed above or resorts piece-meal extension which may warrant a reference to Medical Board, there is no use in referring him to the Board after expiry of leave. Hence, in that condition, the Board can only certify the physical fitness and recommend further extension of leave in cases wherever necessary at the time of appearance. In cases, where the individual could not be referred to the Board before the expiry of leave, Unearned leave on Medical Certificate need not be granted but the absence may be regularised by sanctioning other kind of leave to which the member is eligible.

When UEL is split up: If the UEL on MC is split up in any way and the total of UEL on MC availed in different spells (the UEL on MC applied from the date of proceeding on leave to the date of rejoining duty) exceeds 60 days, such member should be referred to the Medical Board even though the UEL on MC is not availed continuously.

2. UEL on MC for T.B., etc. — Need not be referred to Board UEL on MC for T.B., Leprosy, Cancer and Hansons disease may be granted to employees provided:

(i) that in the case of T.B. a certificate issued by a recognised T.B. Specialist (Assistant or Civil Surgeon);

(ii) that the case of treatment for leprosy, a medical certificate issued by a Medical Officer working in a recognised leprosy institute (getting Government grant) with the seal of the institution; or specialists working in the respective branches of Government hospitals;

(iii) that, in the case of treatment of cancer and Hansons disease, a certificate issued by the specialists working in the respective branches of Government hospitals. In the above cases, they need not be referred to Medical Board eventhough the UEL on MC applied for by them, exceeds two months.

3. In-patients — Whether to be referred to Medical Board? — Reference to Medical Board is not necessary in case of in-patients admitted in Government Hospital or in approved private nursing homes though the leave applied for exceeds 60 days provided that the Superintendent of the concerned hospital certifies that the individual was actually under treatment and not kept for diagnosis.

Similarly, leave advised after discharge in continuation (co-terminus) of the treatment need not be referred to the Medical Board, if a certificate is issued by a Civil Assistant Surgeon serving in the hospital where the employee was under treatment before discharge.

6. Unearned leave on private affairs (on half pay) —

(1) Leave on private affairs — An approved probationer is eligible for six months (180 days) of unearned leave on private affairs subject to the condition:

(i) that he can avail this leave only up to 3 months (90 days) during the first 10 years of service.

(ii) at any one time he can avail the 'UEL on PA' only upto the maximum limit of 3 months (90 days)

Leave salary shall be half of pay last drawn plus full allowances.

(2) In the case of basic servants — Temporary probationers, approved probationers and full members upto 15 years of service ... Nil. After the completion of 15 years, clause 6(1) above shall apply.

7. Study leave — The employees of the University shall be eligible for study leave as detailed below:-

(1) Conditions — The member should have completed, atleast five years of service, and there should be three years before retirement and should belong to A and B class of members and should execute a bond prescribed.

(2) **Quantum of leave** — Study leave shall be granted twelve months at a time and 24 months in all.

(3) **Purpose** — The purpose of grant of such leave is to study scientific or technical problems or courses of instructions in or outside India

(4) **Leave salary** — Pay allowed during study leave is half pay plus study allowance, if deputed by the University.

8. **Sabbatical leave** — All teaching staff who have put in six years of continuous and confirmed service are eligible for sabbatical leave of six months with full salary and allowances during which period they will be permitted for study purpose to go or work in other Universities in India or to do research outside the Bharathiar University with the permission of the Syndicate. This leave cannot be combined with any other leave except the summer or winter vacation. Those who avail sabbatical leave are not eligible for any earned leave for the period which qualifies for sabbatical leave.

9. **Casual leave** — Casual leave may be granted upto a limit of 20 days in a calendar year, but absence on casual leave shall be treated as duty for purpose of calculation of other leave. The maximum period for which a University employee may absent himself continuously on casual leave (including availing of gazetted holidays) shall not exceed ten days. Casual leave can be granted for half a working day.

10. **Grant of leave** — The casual leave shall be sanctioned by the Vice-Chancellor for the Heads of Departments, Deans, Registrar, Controller of Examinations and Finance Officer; the Heads of departments for the teaching and non-teaching staff of their departments; the Registrar for the non-teaching staff excluding those belonging to Examination Section and Finance Section; the Controller of Examination for those belonging to Examination Section and the Finance Officer for those belonging to the Finance Section. The Vice-Chancellor shall sanction the earned leave, medical leave to Heads of Departments, Deans, Registrar, Finance Officer, Controller of Examinations, teaching staff and employees of Class A category. The Registrar shall grant these leave to the non-teaching staff of class B, C, and D.

11. **Recall for duty** - Leave cannot be claimed as a matter of right; and when exigencies of service of the University so require, discretion to refuse or revoke leave of any description is reserved by the authority empowered to grant it, viz., Syndicate, Vice-Chancellor, Dean, Head of Department, Registrar, etc., and such other authorities. If in the administrative interest it is so required, the Vice-Chancellor shall have the overriding powers to revoke or cancel any kind of leave.

12. **Not to be employed during leave** - A University employee on leave shall not accept or take any employment or service or receive any remuneration, provided that it shall not apply in cases of sabbatical and study leave. Wilful absence from duty after the expiry of leave may be treated as misconduct invoking disciplinary action.

13. **Compensation leave** (a) Subject to the following provisions, a University employee who is called to attend office on a holiday, except as a punishment, shall be granted another holiday, called compensation leave, in its place when opportunity occurs :

(i) Such holidays may not be taken by a University employee without the previous permission of the authority competent to grant his casual leave.

(ii) Not more than ten such holidays in all may be taken in a calendar year and no such holidays shall be taken after the expiry of 6 months from the Public holidays for which it is substituted. It will, however, be within the discretion of the Head of an office to call on the University employee affected, to take such holiday on any date within six months which the Head of the office finds to be convenient.

(iii) Not more than seven such holidays may be accumulated; and a lower number may be fixed at his discretion by the Head of the Office.

(iv) Such holidays may be combined with Casual leave or other authorised holidays, provided that the total period of absence from duty does not exceed ten days.

Note - The above provisions regarding compensation leave do not apply to the employees in the University Library.

(b) The Registrar shall have power to grant Casual or compensation leave to members of his staff In respect of Departments/Sections, this power may be exercised by the Head of the Departments/Sections.

14. **Leave on Loss of Pay** An employee can avail in total five years of leave on loss of pay during the whole of his service. Temporary staff and probationers cannot avail this leave,

15. Notwithstanding anything contained in these statutes, Tamil Nadu Government Leave Rules shall be applicable to all University employees.

16. In case any difficulty arises, the Syndicate's ruling shall be final.

Statute 14: DISCIPLINE AND CONTROL

1. **Causes for imposing penalties** — An employee of the University for good and sufficient reasons, including any breach of any of the statutes and laws of the University or nerrgence, inefficiency, insubordination or failure to show due diligence and attention in the discharge of his duties or failure to conform to the instructions of his superiors or any irregularities in the discharge of his duties or any criminal offence involving moral turpitude, shall be liable for the following penalties.

2. **Kinds of penalties** — The following penalties may be imposed on a University

(1) Minor Penalties

- (a) Censure
- (b) Stoppage of increment with or without cumulative effect,
- (c) Fine not exceeding **Rs. 10**, at a time in the case of employees of Class D.

(2) Major Penalties

- (a) Any period of suspension pending enquiry which shall be treated as a substantive punishment either the whole or part of the period.
- (b) Reduction to a lower stage of pay or to a lower category of the University Service.
- (c) Removal or dismissal from the service.

II

Statute 15 : CONDUCT AND DISCIPLINE**THE BHARATHIHAR UNIVERSITY EMPLOYEES
CONDUCT RULES**

1. **Title** — These rules may be called the Bharathiar University Employees Conduct Rules and shall apply to every person appointed by the University, except the part-time employees.

2. **Integrity and devotion to duty** — (i) Every employee shall at all times (a) maintain absolute integrity, (b) maintain devotion to duty, (c) conform to and abide by the rules and regulations, (d) comply with and obey all lawful orders and directions in the course of his official duties issued by any person or persons to whom he may be subordinate in the service of the University, (e) refrain from any activity which is antiseccular or which tends to create communal disharmony.

(ii) No teacher or other person employed in the University shall engage himself or participate in any activity which is antiseccular or which tends to create disharmony in society or in any demonstration which is prejudicial to the interests of the sovereignty and integrity of India, -the security of States, friendly relation with foreign States, public order, decency or morality or which involves contempt of court, defamation or incitement to an offence.

Note - Failure to perform his academic duties such as preparation, lectures, demonstrations, assessment, guidance, invigilation will constitute improper conduct in respect of a member of teaching department. Failure to obey the instructions given by the superior officers or to execute promptly the administrative responsibilities will constitute improper conduct.

3. **Interest of the University** — (i) Every employee shall serve the University honestly and faithfully and shall endeavour his utmost to promote the interest of the University. He shall show courtesy and attention in all transactions and not to do anything which is unbecoming of a University employee.

(ii) No University employee shall take part in any act or movement calculated in the judgement of the Syndicate to bring the University into disrepute. It shall be the duty of every one of the employees to honour the confidence reposed in him by the University and not to divulge any information obtained by him in the course of his official duties to outsiders or to make any use thereof which would be improper.

(iii) No University employee shall indulge in any criticism of the University administration in such manner, as savours of defiance and insubordination, or causes or is likely to cause embarrassment to the administration.

(iv) Employees shall not submit applications to the higher posts in the University or for advance increments or for other kinds of preferment. But they may submit their claims for appointment to higher posts through the officers under whom they work, if they have any special representations to make.

(v) A whole-time University employee may be employed in any manner required by proper authority without claim for additional remuneration; he may not accept while in University service, additional employment or any employment on part-time basis with or without emolument or honorary work without the previous sanction in writing of the Vice-Chancellor or any other competent authority.

(vi) Persons on appointment and employees on transfer to posts dealing with cash, stores and other valuables, including books shall at the discretion of the Syndicate furnish security to the University for such amount and of such character as may be determined by the Syndicate. This shall be a condition attached to the post and shall not entitle the employee concerned, who fills the post to claim any additional remuneration or compensation or privilege on this account.

(vii) The Syndicate reserves the rights to frame suitable rules and amend or add to them.

(viii) The conduct and functioning of all these paid out of University funds shall be brought under the purview of the Director of Vigilance and Anti-Corruption constituted by the Government of Tamil Nadu. The Vice-Chancellor will be the authority to make requisition for a preliminary enquiry and order a detailed enquiry by the Director of Vigilance and Anti-Corruption without a specific order of the Chancellor.

4. Employment in Firms enjoying University Patronage — No employee shall use his position or influence directly or indirectly to secure employment for any member of his family in any private business or firm where he has official dealings.

5. Taking Part in Elections — No employee shall canvass or otherwise interfere with or use his influence in connection with or take part in an election to any legislature or local authority provided that

(i) an employee qualified to vote to such an election may exercise his right to vote;

(ii) an employee shall not be deemed to have contravened the provision in this rule by reason only that he assists in the conduct of an election in due performance of a duty imposed on him by or under any law for the time being in force.

(iii) No University employee shall associate or take part actively or otherwise in politics. The Syndicate's decision on this aspect of an employee's conduct shall be final.

(iv) No member of Staff can contest any election without the specific sanction of the Syndicate. The Syndicate has powers to prescribe conditions in granting such permission or rejecting the requests.

6. Joining of Associations — No employee shall join or continue to be a member of an association, the object or activities of which are prejudicial to the interests of the sovereignty and integrity of India or to the interests of the University or to public order or morality, provided that the Associations/Unions recognised by the University either on *de jure* or *de facto* basis would not attract this rule.

7. Demonstrations and Strikes — No employee shall **(a)** engage himself or participate in any demonstrations which is prejudicial to the interests and the sovereignty and integrity of India, security of the State, the interests of the University, public order, decency or morality or which involves contempt of Court, defamation or incitement to an offence, including inciting students or employees against other students or employees, University or, administration: or, **(b)** resort to, or in any way abet, any form of strike or coercion or physical duress in connection with any matter pertaining to his service or the service of any other employee or employees of the University.

8. Connection with Press or Radio or Television — **(a)** No employee shall, except with the previous sanction of the University, own wholly or in part, or conduct or participate in the editing or management of any newspaper or other periodical publication.

(b) No employee shall, except with the previous sanction of the University, or except in bonafide discharge of his duties;

(i) publish a book himself or through a publisher or contribute an article to a book or a compilation of articles; or

(ii) Participate in a radio or television broadcast or contribute an article or write a letter to the newspaper or periodical either in his own name or anonymously or pseudonymously or in the name of any other person, except when such publication or radio or television broadcast or contribution or publication or public utterance shall not have the effect of an adverse criticism on any current or recent policy or action of the University and of embarrassing the relationship between the University and Government or other agencies. This will not apply to any statement made or views expressed by him in his official capacity in due performance of duties assigned to him.

(c) An employee of the University except in accordance with any general or special order of the University or in the performance in good faith of the duties assigned to him, shall not communicate directly or indirectly any official document or information to any employee or to any other person to whom he is not authorised to communicate such document or information.

(d) An employee of the University shall not except with the sanction of the University give evidence in connection with any enquiry conducted by any person, committee or authority other than the Courts and Police.

9. Collection of Funds — **(a)** No employee shall, except with the previous sanction of the University, ask and accept contributions to, or otherwise associate himself with the raising of any fund or other collections in cash or in kind, in pursuance of any object whatsoever.

(b) Where, however, a service association applies for previous sanction of the University, the association shall specify the particular person or persons who will collect the funds, if such sanction is granted.

10. Gifts (a) No employee shall accept or permit any member of his family or any person acting on his behalf, to accept any gift or value.

(b) On occasions such as weddings, anniversaries, funerals or religious functions when the making of a gift is in conformity with the prevailing practice or in other cases in accordance with the laws, an employee may accept gifts from his near relatives or from his personal friends.

(c) In any other case, an employee shall not accept any gift without the sanction of the University, *if the value thereof exceeds one half of the monthly emoluments of the employee.*

11. Private Trade or Employment — (a) No employee shall, except with the previous sanction of the University, engage directly or indirectly in any trade or business or undertake any other employment. **(b)** A person employed in the University shall not apply for private employment or signify his willingness to accept such employment without first obtaining the permission in writing of the University.

12. Canvassing of outside influence — No employee shall bring or attempt to bring any political, personal or other influences to bear upon any authority of the University to further his interests or the interest of any other person in respect of matters pertaining to his service or in respect of any other matter involving a pecuniary or other benefit to him.

13. Partiality in Official Duties — An employee shall not be partial in his performance of his official duties and he should be objective in his approach.

14. Raising of Privileges — An employee shall not by to use the considerations of Caste, Creed, Religion, Race or Sex in his relationship with his/her colleagues, for purposes of improving his/her prospects.

15. Intoxicating Drinks and Drugs — (a) An employee shall strictly abide by any law relating to intoxicating drinks or drugs in force.

(b) An employee shall not have in his possession any intoxicating drinks or drugs or be in the state of intoxication in the University premises.

16. Sending Representations — An employee shall not make representations to Syndicate, Senate or Government or to any authorities of the University direct and all representations shall be made through the proper channel. Any such representation shall be forwarded to the person to whom it is addressed with or without comment of the forwarding authority.

17. Refusal to Receive Pay — Concerted or organised refusal on the part of the employees to receive their pay shall constitute improper conduct.

Competent authority — Unless specifically otherwise stated, the Vice-Chancellor shall exercise the power to grant percussio under these rules.

Employees — For purposes of these rules, 'employee' includes members of both sexes of teaching, research and non-teaching of the University.

Interpretation — If any question arises relating to the interpretation of these rules, it shall be referred to the Syndicate, whose decision thereon shall be final.

Statute 16: PENSION-CUM-GRATUITY

Pension-cum-Gratuity — All members whether temporary or permanent are eligible for pensionary benefits subject to the conditions prescribed.

Eligibility and Benefits — The pensionary benefits are :

- (i) Pension or service Gratuity.
- (ii) Death-cum-Retirement Gratuity.
- (iii) Family Pension.

1. (a) Constitution of the Pension Fund — (i) A separate pension fund shall be constituted by the University with (i) the contribution from the University and (ii) from other sources, as may be deemed necessary by the University from time to time.

(ii) The University shall pay to each of its eligible employee, a pension from the said Pension Fund at such rates as prescribed by the Government of Tamil Nadu.

(iii) The University shall maintain money in the Pension Fund at such a level as may be required to pay the Pension to all those who become eligible under these statutes.

(iv) The Pension Fund shall be invested in fixed deposits in nationalised banks in such a phased manner as may be required to meet its obligations of pension payments or in any other approved Government Financial institutions.

(v) The administrative expenditure arising on account of maintaining the pension fund and making payments out of the same shall, however, be met by the University as a part of its regular administrative expenditure.

2. Conditions for grant of pension — The main conditions for the grant of pensionary benefits are (1) the service should be under the University and (ii) the service should be paid by the University.

3. Maintenance of Service Book — (a) To compute these pensionary benefits, the following three have to be verified and computed with reference to the service book:-

- (i) Qualifying Service.
- (ii) Average Emoluments.
- (iii) Last emoluments drawn.

(b) Hence, the maintenance of Service Book in complete and up to date shape and entries therein duly verified and authenticated by the competent authority is essential. The record of verification of service with reference to pay bills and acquittances should be made periodically/annually in the Service Book under proper attestation. The date of birth should be correctly noted and attested.

4. Qualifying Service for pension — Qualifying Service is to be computed, taking the total service of the employee from the date of his entering in service to the date of his retirement/death in service, which will be termed as Gross Qualifying Service. The broken period of a month is to be calculated separately taking 30 days as a month.

(a) From the Gross Qualifying Service following are to be deducted to arrive at the Net Qualifying Service.

Gross Qualifying Service : **Y M D**

Deduct the following from the Gross Qualifying Service:

- (1) Boy Service (Service prior to his completion of 18 years)
- (2) Extraordinary Leave without medical certificate.
- (3) Suspension treated as a penalty.
- (4) Overstay of joining time, not regularised.

Balance will be the Net Qualifying Service which is to be expressed in terms of **completed** half-year, without any rounding off to the next higher half-year.

For example: -	Y	M	D	
(i)	30	5	20	is 60 half-years
(ii)	30	6	00	is 61 half-years

(b) Overstay of joining time, if not regularised either by extension of joining time or by grant or leave will be treated as "Overstay of joining time". This period will not count for pension.

(c) The period of suspension should be decided at the time of finalising disciplinary proceedings against any employee. If this period of suspension is partly treated as duty and partly as punishment, then the punishment period will not be treated as duty and so it will not count for pension. If the entire period is not treated as duty, then that entire period will not count for pension.

(d) **Qualifying Service for Pension** — (i) In the case of an employee who takes up employment in this University after one or more earlier employment in University/ Government and aided Educational Institutions/Government autonomous bodies his previous services shall be taken into account for calculating the pension, provided he contributes to the Pension Fund an equivalent to 10 percent per mensem of the maximum of the scale of pay of the post he was holding within India prior to joining this University; or in case his previous employment was outside India, he shall contribute to the Pension Fund, a sum equal to 10 per cent per mensem of the initial pay at which he is employed in this University.

(e) An employee may contribute to the Pension Fund by a transfer of the accumulated balance in his Pension Account with his previous employer, if the accumulated amount is equal to the total computed as described in paragraph (d) (i). The deficit, if any, shall be borne by the employee concerned, so also the surplus if any, shall be taken by the employee concerned.

In the case of transfer of pension account to the University Pension Fund as described in paragraph (d) (ii) the employee shall also bear the interest at the prescribed rate for the period taken by the transfer process.

(f) An employee may contribute for the whole or part of his period of employment with his previous employer and the period for which he contributes shall be *deemed to* be the period which shall be taken into account for pension purposes at this *University*

(e) Deemed Length of Service for Calculating the Pension — *The number of years for which an employee is deemed to be in the service of this University for the purpose of computing the rate of pension shall be the actual number of years in this University plus the number of years for which he has brought in contributions to the Pension Fund as described in paragraph (d) (i).*

(t) Credit for Earned and other leave — The University employee who has accumulated to his credit any earned or other leave benefits in the previous place of employment shall not be entitled to carry forward the same to this University or from this University to any other Institutions.

(g) Pension Fund of Employees Leaving Their Jobs — The University shall pay either directly to the employee or to the new institution, the pension amount accumulated to the credit of the employee when he leaves the University.

who are employed in other Universities / Government and Aided Educational Institutions / Government Autonomous bodies to better their prospects or for other reasons. the University shall calculate the Pension fund accumulation in their accounts on the date of leaving the service of the University and transfer them to the above Institutions wherein they take up employment provided there are such pension schemes in vogue in that Institution where such persons are transferred.

(it) Pension Contribution or for that matter any contribution made either by the individual or by the Institution may not be credited to the employee, if he/she resigned the job of the University. However, if he/she left the job to take up appointment in any other Universities/Government and Aided Educational Institutions/Government Autonomous bodies, then the pension contribution made may be transferred to Dew Station.

(iii) No pension is admissible to those who are recruited directly from service and to those who resigned the job not to take up appointment in other Universities/

Educational Institutions/Government Aided Educational Institutions. A University shall not transfer pension to other private grounds.

5. Emoluments and Average Emoluments — (a) First of all 'Emoluments' mean (i) Pay (ii) Special Pay, (iii) Personal Pay, (iv) Dearness pay and (v) any other remuneration, which is specially classed as 'emoluments'.

(b) "Average emolument" means the average of monthly emoluments actually drawn during the last 10 months of service of member before his retirement. If during this period, a member was on Extraordinary Leave or on suspension treated as such, then the period of calculation of 10 months is to be preponed to arrive at a total period of 10 months.

(c) It will therefore be seen that only actually drawn amounts during the last 10 months have to be taken into account and not any amount which was not drawn. But, there are some exceptions as noted below:

(i) instead of the actual salary drawn during Earned Leave or Half-Pay Leave etc., the duty pay drawn during the period of going on leave (ii) The

the first 120 days of Earned Leave taken at a time exceeded 120 days, though not treated as such, be treated as drawn and included in the calculation of average emolument.

(d) Pay in Service, benefits, etc. would have drawn in the University but for going on Full-time Service will count.

be 6. Pension, which is a monthly amount payable to a person completes minimum qualifying Service of 10 years (i.e. 20 half-years)

the of where the total half-years in case of retirement, etc. of in bed of Pension the graded salary at the time of retirement in ex. L

'A',

LET

Service Gratuity

(LTD/SP/1/PYM/NT)

Completed half year period	Rate of Gratuity	Months emoluments
1	1/2	do
2	1 1/2	do
3	2 1/2	do
4	3 1/2	do
5	4 1/2	do
6	5 1/2	do
7	6 1/2	do
8	7 1/2	do
9	8 1/2	do
10	9 1/2	do

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6	3	do
7	31/2	do
8	4	do
9	4 3/8	do
10	43/4	do
11	51/8	do
12	51/2	do
13	5 7/8	do
14	61/4	do
15	65/8	do
16	7	do
17	73/8	do
18	73/4	do
19	81/8	do

7. **Rate of Pension (i)** In the case of the member who has completed 33 years of Qualifying Service and above, the pension (monthly payment) is calculated at the following rate:-

50 per cent of the first Rs. 1,000 of average emoluments. 45 per cent of the next Rs. 500 of average emoluments. 40 per cent of the balance.

(ii) In the case where the Qualifying Service is less than 33 years or 66 halfyears, the pension will be proportionate to that calculated as in (i) above in the same ratio as the actual completed half-year service bears to 66 half-years.

8. **Retirement Gratuity – Death-cum-Retirement Gratuity – (a)** This is calculated in the last emolument drawn by the University employee before his retirement at the rates indicated below for each completed half year of Qualifying Service in the case of retirement, provided he has completed at least 5 years of Qualifying Service at the time of his retirement.

(b) **In** the case of retirement, the Death-cum-Retirement Gratuity is calculated at 1/4th of the last emoluments drawn for each completed half year of service, subject to a maximum of 16-1/2 times of last emoluments drawn subject to a maximum of Rs. 50,000.

(c) In the case of death in service, while calculating Death-cum-Retirement Gratuity, as per the formula indicated above, the minimum Death-cum-Retirement Gratuity payable as follows:-

(i) **In** the case of less than 1 year qualifying Service : 2 times the last emoluments drawn.

(ii) Above 1 year but less than 5 years Qualifying Service 6 times the last emoluments drawn.

(iii) 5 years of Qualifying Service and above 12 times the last emoluments drawn.

9. Family Pension — Rate of Family Pension — (a) (i) This is also calculated with reference to last emoluments drawn and the rate prescribed for different pay slabs (as indicated below).

(ii) The Family Pension is to be calculated at the uniform rate of 30 per cent subject to a minimum of Rs. 235 per mensem.

(b) In case of death in The classification of the other kinds of pensions are:-

- (1) Retiring pension (Voluntary and compulsory)
- (2) Invalid pension
- (3) Compensation pension

(i) **Retiring Pension — (A) Voluntary retirement —** A member after completing 25 years of Qualifying Service or 50 years of age may retire voluntarily after giving to the appointing authority, a notice in writing at least three months before the date on which he wishes to retire, but only after the completion of the minimum period prescribed for such voluntary retirement in the University. However, he cannot withdraw such notice subsequently, except with the specific approval of that authority and the withdrawal should be before the date from which he originally wanted to retire.

(ii) The three months' notice period is to be reckoned from the date of its receipt in the office of the immediate superior, if he has to address the appointing authority through proper channel or the date of receipt in the office of the appointing authority.

(B) Compulsory retirement — (i) Similarly, the appointing authority can order compulsory retirement of a member in public interest, after giving three months' notice or three months pay in lieu of such notice, at any time after the University Servant has completed 25 years of Qualifying Service or 50 years of age.

(ii) In such cases, when the member has been compulsorily retired from service as a penalty, he may be granted, by the authority competent to impose such penalty, pension or gratuity or both, at a rate not less than 2/3rd of normal pensionary benefits due to him, if he retired normally on that date of compulsory retirement.

(2) Invalid pension — This is granted to a person who by physical or mental infirmity, is permanently incapacitated for the University service.

The date of effect of retirement will be the date of Medical Certificate, if the member was on duty or the date on which he will return to duty, if he was on leave during the period when medical certificate was granted.

If the infirmity is curable and the member refuses to get cured by operation or otherwise, no pension or gratuity need be admitted, if the competent authority decides so on merits.

If the medical authority recommends a less laborious work than the one in which he is presently involved, then the member may be appointed to that less laborious work on a lower pay or otherwise if he does not accept that post, he can be granted pension.

(3) Compensation Pension — This is granted to a person who is discharged from service after giving 3 months notice owing to the abolition of a permanent post, if the member servant refuses to accept another appointment on such pay as may be offered.

No compensation is payable for the period in respect of which he receives pay and allowances in lieu of notice.

10. General Instructions — Fixing the Date of Birth — (i) For the calculation of pension, the date of birth of member servant is necessary. If the year alone is given, the date of birth should be taken as the first July of that year, if the year and month is known but not the exact date, 16th of that month should be taken as the date of birth of the University Servant.

(ii) The two dates, which necessitate the calculation of pensionary benefits are (a) the date of retirement and (b) the date of death in harness.

(iii) **Date of retirement in the month** — If the date of birth of the Government servant falls between the second day and last day of the month, he will be permitted to retire in the Afternoon on the last day of that month (in the case of superannuation)

(iv) **Eligible services for pension** — In the case of a member who retired after a temporary or officiating service, whether rendered in a regular capacity or not, shall count in full as qualifying service even if it is not followed by confirmation. All the leave with allowances and extra-ordinary leave on Medical Certificate will count for pension and gratuity.

11. Encashment of Earned Leave — The Earned Leave at the credit of the member on the date of superannuation or retirement can be sanctioned by the authorities competent to sanction the Earned Leave.

(1) Commutation of Pension — All pensioners shall be allowed to commute for a lumpsum payment any portion not exceeding one third of the pension granted to him by the University.

Power to refuse — Sanctioning authorities (Pension sanctioning authorities) may, in their discretion refuse commutation of pension in case of a pensioner who has been guilty of grave misconduct.

(2) Commutation table - The lump-sum payable on commutation shall be calculated in accordance with the table or tables of present values which may be prescribed from time to time by the Tamil Nadu Government

The table of the present value is given below:-

Age on next birthday (1)	Commutation value expressed as number of years, purchase (2)	Age on next birthday (1)	Commutation value expressed as number of years, purchase (2)
17	19.28	51	12.95
18	19.20	52	12.66
19	19.11	53	12.35
20	19.01	54	12.05
21	18.91	55	11.73
22	18.81	56	11.42
23	18.70	57	11.10
24	18.59	58	10.78
25	18.47	59	10.46
26	18.34	60	10.13
27	18.21	61	9.81
28	18.07	62	9.48
29	17.93	63	9.15
30	17.78	64	8.82
31	17.62	65	8.80
32	17.46	66	8.17
33	17.29	67	7.85
34	17.11	68	7.53
35	16.92	69	7.22
36	16.72	70	6.91
37	16.52	71	6.60
38	16.31	72	6.30
39	16.09	73	6.01
40	15.87	74	5.72
41	15.64	75	5.44
42	15.40		
43	15.15		
44	14.90		
45	14.64		
46	14.37		
47	14.10		
48	13.82		
49	13.24		
50	13.25		

(3) **Deduction of Commuted portion** — Commutation when sanctioned shall take effect on a date to be specified in the order. Such date shall ordinarily be about one month from the date of order and all calculations shall be made with reference to the date so specified. Payment of commuted portion of pension shall cease from the date specified and the sum payable on commutation shall be paid with reference to the date so specified.

(4) **Restoration not allowed** — A commutation once given effect to, cannot be rescinded that is, the portion of the pension commuted cannot be restored on refund of its capitalised value.

(5) **Committed sum paid to heirs** — If pensioner dies on or after the day following that on which commutation took effect but before receiving the commutation value, such value shall be paid to his / her heirs.

(6) **Commutation within one year of retirement** — Member who applied for commutation of pension within one year from the date of retirement on superannuation will not be subjected to medical examination. This condition will not apply to pensioners retiring otherwise than on superannuation and will not also cover persons retiring on superannuation who apply for commutation of pension after one year of their date of retirement.

(7) **Restoration to normal pension** — Pensioners shall be allowed restoration of the commuted portion of their pension, as and when they complete fifteen years from the date of retirement.

Statute 17: TRAVELLING ALLOWANCE AND TRANSFER TRAVELLING ALLOWANCE

1. **Government and Special rules** — The rules issued under Tamil Nadu Special Pay and Allowances, Part II are applicable to the University employees in general. The Syndicate shall prescribe special rules for particular class of Officers of the University and Members of the various University authorities / Boards / Committees.

2. **Rules for Exceptional Cases** — Provided that the Vice-Chancellor may in exceptional cases, allow Travelling allowance at the rates higher than that admissible as per Tamil Nadu Travelling Allowance Rules for specific reasons.

Statute 18: PROVIDENT FUND

PROVIDENT FUND-CUM-INSURANCE SCHEME FOR THE EMPLOYEES OF THE BHARATHIAR UNIVERSITY

1. **General** — (1) The statutes shall be called "Provident Fund-Cum-Insurance Scheme Statutes" for the employees of the Bharathiar University, Coimbatore.

(2) **Application** — The statutes shall apply to all tie Bharathiar University Academic and Non-academic employees.

(3) Definition — In these statutes, unless there is anything repugnant to the subject or context

(i) 'Fund' shall mean the Provident Fund established and maintained under these statutes.

(ii) 'Employees' shall mean Teaching and non-teaching employees of the Bharathiar University.

(iii) 'University' shall mean the Bharathiar University.

(iv) 'Syndicate' shall mean the Syndicate of the Bharathiar University.

(v) 'Teachers' shall mean the Teaching Staff as mentioned under the statutes prescribed.

(vi) 'Non-teaching' shall mean the administrative and establishment personnel.

(vii) 'Pay' includes pay, substantive and officiating, special pay, personal pay, leave salary and all dearness allowances.

(viii) 'Subscriber' shall mean a person eligible to subscribe to the fund under these statutes and subscribing thereto.

(ix) 'Subscription' shall mean the sum remitted to the fund by subscriber under these statutes.

2. Date of coming into force — These statutes shall come into force from such date to be notified subject to the provisions of these statutes; subscription to the fund shall be compulsory for all employees.

3. Contribution of the Fund — The fund shall be made up of

(a) Subscriptions and

(b) Interest on the subscription.

4. Investment of the fund — The corpus and all monies of the fund shall be invested in interest bearing securities as approved by the Syndicate, on the recommendations of the Finance Committee.

(Note - In the case of employees who are already subscribers to other Provident Funds of the Government or local bodies, etc., the amounts to their credit shall be transferred to the fund, if they are absorbed later in the University).

5. (i) **Rate of subscription** — The minimum rate of subscription payable by each subscriber based on his emoluments, shall be as shown in the table below:

San number	Emoluments	minimum rate of monthly subscription Rs.
1	185-250	15
2	251-350	20
3	351-500	30
4	501-650	40
5	651-800	50
6	801-1000	60
7	1001-1150	70
8	1151-1300	80
9	1301-1500	90
10	1501-1650	100
11	1651-1800	110
12	1801-2000	120
13	2001-2150	130
14	2151-2300	140
15	2301-2500	150
16	2501-2650	160
17	2651-2800	170
18	2801-3000	180

(ii) **Voluntary increase of subscription** — Voluntary increase and above the rate of subscription in the above table is permissible and it shall be made by a subscriber only on two occasions in a year, namely, in the pay for March drawn in April and in the pay for September drawn in October. Such members are also allowed to reduce the rate of subscription once in a year subject to the condition that minimum subscription will be as indicated in the above table.

(iii) **Temporary employees to subscribe** — An employee who is continuously employed for not less than six months, will be required to subscribe to the Provident Fund, irrespective of the fact whether he is a temporary or a regular employee.

(iv) **When to cease subscribing** — Four months prior to the month of retirement on superannuation the subscriber shall cease to subscribe to the Provident Fund.

6. **Recovery of subscription** — The subscription of each subscriber shall be deducted every month from his pay and credited to his account. It shall be considered as paid to the fund, on the first day of the month following that in respect of which the pay is due.

7. **Accounts** — The accounts of subscriber shall show :

1. The amount of his subscriptions with interest thereon.
2. Forfeiture, if any under these statutes.
3. Money, if any, debited against such account.

8. Interest on subscription — Rate of interest — (i) Compound interest at the rate allowed every year to Government Servants of Tamil Nadu under General Provident Fund shall be allowed on the subscriptions less the amount of advances, if any, remaining unpaid.

(ii) In the event of resignation or retirement of a subscriber, interest shall be calculated upto the date of his resignation or retirement. If a subscriber proceeding on leave preparatory to retirement desires to close his provident fund account, interest shall be payable only upto the date of application for such closing of account.

(iii) In the event of the death of a subscriber, interest shall be calculated upto the date of payment to the nominees or legal heir of the deceased, provided, however no interest shall be paid for any period exceeding 6 months from the date of his death.

9. Rights in respect of subscriptions and interest — Rights of paying back to heirs — In the event of a subscriber ceasing to be the employee of the University or on his death, the Syndicate shall, subject to any deduction to be made on account of all sums due from him to the University fund, pay to the person entitled thereto, the amount of subscription and the interest thereon standing to his credit, on the date of his ceasing to be in such employment or on his death, together with, in the case of death, interest for such further period as may be allowable under statute 11.

10. (i) Nominees — Every subscriber shall, on admission to this fund fill, sign in the presence of two witnesses and deliver the "Form of Nomination" appended in the prescribed form. A subscriber shall ordinarily nominate his wife or his children, natural or adopted; in the case of unmarried employee he shall ordinarily nominate his parent, brother or sister. If there are no such persons mentioned above, he/ she can nominate any person/persons or a body of individuals incorporated or not.

(ii) **Revision of nominations** — He shall be at liberty to deliver revised nominations from time to time. This nomination shall be kept in the personal custody of the Finance Officer of the University. An acknowledgement shall be sent for every nomination received and when a revised nomination is delivered, the previous nomination shall be returned to the subscriber along with the acknowledgement for the revised nomination. The person or persons appearing in the latest nomination shall be recognised by the fund and the receipt of such person or such persons shall be complete discharge of all liabilities in respect of the fund. A register shall be maintained in the Finance Section in which the names of all nominees shall be entered.

(iii) **Right to refuse, accept nominations** — The subscriber may nominate a person or any number of persons as his nominee or nominees and if he nominates more than one person, he must enter in the "Form of Nomination" the proportion in which the amount payable shall be distributed among them. The nomination shall normally be accepted by the Vice-Chancellor of the University. The Syndicate shall have the right to refuse to accept the nomination of any person without assigning any reason for such refusal and the subscriber shall thereupon register some other person approved by the Syndicate.

11. (i) **Liability, Non-Liability of Forfeiture of the Fund** — The University will not be bound by, nor will it recognise the assignment or encumbrance executed or attempted to be created, which affects the disposal of the amount standing to the credit of a subscriber who dies before retirement.

(ii) The subscriptions and interest thereon of a subscriber are not liable to forfeiture on dismissal or on conviction by a criminal court, except for an offence for which the penalty of forfeiture of the offender's property is ordered by a competent court of law.

12. Closing of Accounts and payments — The account of each subscriber shall be closed :

(i) When he is dismissed or removed or discharged from the service of the University or called upon to resign on account of misconduct or inefficiency or when he resigns.

or

(ii) When he retires from service or when his services are dispensed with, owing to a reduction of establishment.

Oh) When he dies ;

Provided that when a subscriber is dismissed, removed, or discharged from the services, the amount standing to his credit in the fund shall not be paid to him until the appeal time allowed, if any, is over or unless he states in writing that he will not prefer an appeal.

(iv) When a subscriber proceeds on leave preparatory to retirement, at any time between the date of commencement of such leave and the date of retirement.

(v) When the account of a subscriber is closed, the amount payable to him under these rules shall be audited by the University before payment.

13. Temporary Withdrawals — (1) The Vice-Chancellor may, at his discretion, grant to a subscriber an advance of a sum which does not exceed 75 per cent of the amount of the subscriptions and interest thereon standing to his credit at the time of making such advance for any of the following purposes:

(a) to pay the expenses incurred in connection with the illness of himself or a member or members of his family dependent upon him.

(b) to pay the expenses in connection with marriages, funerals or ceremonies which by the religion of the subscriber, it is incumbent upon him to perform and in connection with which it is obligatory that expenditure should be incurred

(c) for such other purposes as the construction of house, purchase of a site or a house as the authority may consider reasonable.

(2) Advance shall be recovered in 36 monthly instalments (unless the subscriber elects earlier repayment of the sum) deducted from the subscriber's pay commencing from the first payment of a full month's pay after the advance is granted

(3) No interest need be recovered from the subscriber for the temporary withdrawals granted to him.

(4) (a) A subscriber may be granted with a second advance for the purpose mentioned in sub-clause (1) above by the Vice-Chancellor after the expiry of six months from the date of sanction of the first advance, the quantum of second advance shall not exceed 75 per cent of the amount of subscription and interest thereon standing to his credit at the time of making such advance.

(b) The recovery of this advance shall be fixed with reference to the consolidated amount of advance outstanding and the number of instalments shall be regulated under sub clause (2) above.

14. (1) Part-final withdrawal — Part-final withdrawals may be sanctioned by the Vice-Chancellor for the reasons mentioned under statute 13 at any time after the completion of fifteen years of service (including broken period of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the fund. Only one withdrawal can be allowed for one and the same reason.

(2) **Conversion of a temporary withdrawal into a part-final withdrawal** — A subscriber who has already drawn or may draw in future a temporary withdrawal under statute 13 for any of the purposes specified therein may convert, at his discretion, by written request addressed to the Vice-Chancellor, the balance outstanding against him into a final withdrawal subject to the eligibility of service included in statute 14 (1).

Explanation — In cases where all the advances consolidated are convertible and the subscriber requests for conversion of all these advances, the entire outstanding balance shall be allowed to be converted into a part-final withdrawal.

(3) (a) There shall be an interval of twelve months between one part-final withdrawal and another. The **same** duration is applicable between one conversion of part-final withdrawal and the next part-final withdrawal.

(b) There shall be an interval of six months between the sanction of one part-final withdrawal and one temporary withdrawal and vice versa.

15. (1) Accounts — The account of every subscriber shall be made upto yearly as on 31st March.

(2) **Account Slip** — Each subscriber shall, at the close of the year, be furnished with a statement of his account showing the amount of his subscription and interest thereon and the amount of advances outstanding, if any.

16. Group Insurance — Every member of the teaching and non-teaching staff of the University shall subscribe to the Group Insurance Scheme instituted by the University.

17. Maintenance of Account — The following Account books/forms shall be maintained by the Finance Officer in the Finance Section in the forms prescribed :

Books:-

(a) Account Books :-

- (i) Register of Subscribers
- (ii) Cash Book
- (iii) Abstract of Provident Fund Institutions
- (iv) Provident Fund Ledger
- (v) Register of Withdrawals
- (vi) Investment Register

(b) Forms:;

- (i) Nomination forms
- (ii) Annual Account slips
- (iii) Application for temporary withdrawal
- (iv) Application for part-final withdrawal
- (v) Refund voucher

18. Statutes binding on Subscribers — Save as otherwise provided for in Serial number 19 and statute 20, these statutes and any amendments thereto shall be binding on every subscriber and every person deriving title from him.

19. Interpretation — The power of interpreting these statutes and of deciding cases of dispute or doubt is vested in the Syndicate and its decision shall be final.

20. Management — The Syndicate may, from time to time, issue general or special instructions as may be necessary, consistent with the statutes for the time being in force as to

- (a) Conduct of the business of the fund
- (b) Any other matter relating to the fund.

21. Alterations in the statements — The power of amending or adding to or repealing these statutes or any of them shall vest in the Syndicate. The subscribers in service on the introduction of such changes shall be bound by such amendments. **Statute 19:**

POWER TO ADD OR TO AMEND

(Sections 25 and 34 of the Act.)

Amendments to the Statutes — The Syndicate shall be competent to alter, add or to amend or to cancel any of the above statutes, from time to time subject to the provisions contained in Section 34 of the Act unless provided in these statutes.

Statute 20: INTERPRETATION

Interpretation — On all questions of interpretation of these statutes, the decision of the Vice-Chancellor of the University shall be final. For the matters not specifically covered in the service statutes of the University employees, such rules governing the servants of Tamil Nadu Government shall apply unless otherwise decided by the Syndicate.

Statute 21: SAVING

To frame necessary rules — Such other rules as are considered necessary to carry out the functions of the University will be framed by the Syndicate as and when necessary under the respective headings.