



BANWARILAL BHALOTIA COLLEGE, ASANSOL

A NAAC ACCREDITED GRADE "A" COLLEGE WITH POTENTIAL FOR EXCELLENCE UNDER THE KAZI NAZRUL UNIVERSITY

Address :
GT Road, Ushagram
Asansol, West Bengal
Pin No. - 713303, India

HAND BOOK ON

CODE OF CONDUCT

FOR :

- i. Students and Students' Union (S.U.)
- ii. Members of Governing Body of Affiliated Colleges Other than Government Colleges (G.B.)
- iii. Teachers of Affiliated Colleges Other than Government Colleges (T.A.C.)
- iv. Librarians and Non Teaching Staff of Affiliated Colleges Other Than Government colleges (L & N.T.)



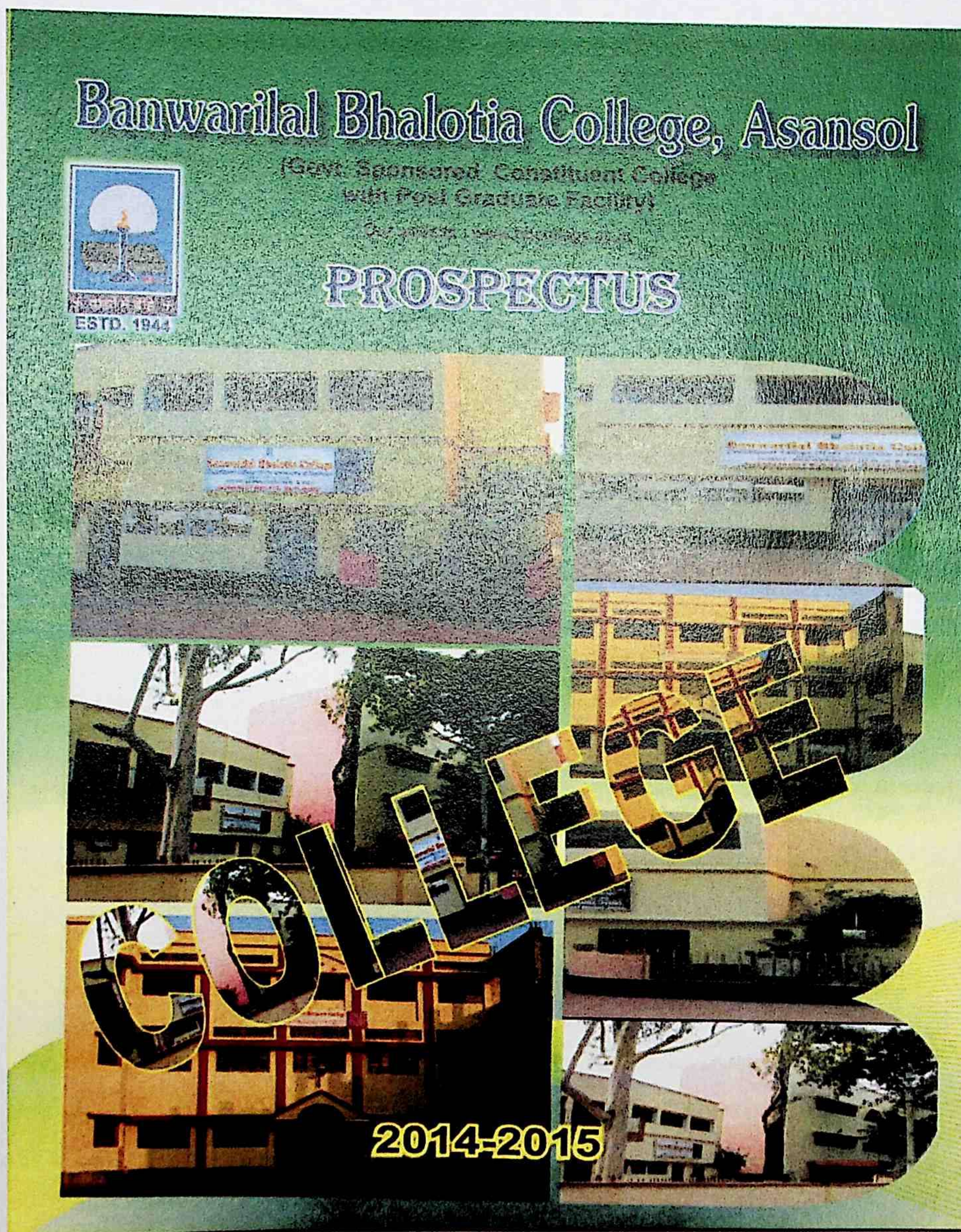
A. Basu

DR. AMITAVA BASU
Principal, B. B. College
Ushagram, Asansol, P. Bardhaman
West Bengal - 713303

**Students and Students' Union
(S.U.)**

Annexure- I

Code of Conduct



- B) B.A. (General) for Morning Session :
Elective subjects (any three) : Hindi, Economics, Political Science, History, Philosophy, Bengali, English, Urdu.
- C) B.Sc. (General) for Day Section & Morning Section :
Elective Subjects (Three only)
Chemistry, Botany, Zoology (Morning Section only)
Chemistry, Physics, Mathematics (Morning Section Only)
Physics, Mathematics, Electronics (Day Section only)
- D) B.Com (General) For Evening Section
Elective subjects - Three groups, EGR - 1, BGR - 2, AGR - 3, MGR - 4
- E) Environmental Science (Day Section only)
Combination
i) Chemistry
iii) Zoology or Botany
- F) B.C.A and B.B.A (Professional Courses)
Selection and counselling is made by the Burdwan University on the basis of written test.
- G) Career Oriented Certificate and Diploma Course
This course for students of both in-house and outside. Willing students may join in any of the following courses as per programme. -
Mobile Repairing, Functional English, Vermicomposting and Organic Farming.

Important relevant information necessary for the admitted students :

- 1) Hostel Accommodation :
Hostel has limited number of seats, Students who need Hostel accommodation must apply for the same as and when Hostel Admission Notice is issued by the Teacher-In-Charge. Girls' Hostel is now open for admitted Girls students.
- 2) Library Facility :
a) The Library of the college is enriched with more than 45,000 books in stock and a good number of journals. From the year 2003 a new Library building has been opened for Central Library and separate Libraries for Morning and Evening shifts .
All Departments are enriched with Seminar Library Facilities.
- 3) Common Room Facility :
Common Rooms for Girls and Boys are provided with indoor game equipments where they may spend their leisure periods.
- 4) Extra Academic Activities :
a) N.C.C unit for Boys and Girls :
Under 10 Bengal Battalion, NCC, Asansol,
b) N.S.S under University of Burdwan :
Programme Officers - (1) Sri A. Ghosh (2) Smt. Soma Chakraborty
c) Games & Sports :
The College has its own playground within the college campus, where students practise and complete in different games and sports in Intra-college and Inter-college competitions organised by the college / University / Govt. of W.B.
d) Literature, Debating, Social Functions Etc :
Students find opportunities to develop their creative faculty, participating in Literary and Debating Activities, Community Development Activities and Social functions etc. specially under the aegis of the Students' Union.

- e) Seminar :
Talks by eminent educationists and public men in Seminars are often organised by the departments of the college under the sponsorship of B.U. and U.G.C.
- 5) Student's Co-curricular Relief :
Deserving students are given co curricular relief through a number of measures adopted by the College Authority.
- 6) College Runs Study Centres For :
i) Indira Gandhi National Open University (IGNOU) (Cont No. 2774563)
Co - ordinator - Dr. T.S. Kundu.
ii) Netaji Subhas Open University (NSOU), (Contact NO. 2274250)
Co-ordinator - Prof. C. Biswas
iii) Community College- For courses in - Organic Farming, Food Precessing & Allted Science (NCC 1)-- ICT in Commercial practises (NCC 4)
- 7) Training (Vocational) and Self Employment :
Department of Environment & Water Management (UGC Sponsored) support ted by Zilla Parishad, Burdwan have started training courses for students and local farmers for Dry Farming Cultivation, for Aromatic and Medicinal Plants, Mushroom & Lac Cultivation, Vermicomposting, Seri Culture and Soil - Water (quality) analysis, Cultivation of Bio-diesel Plant and its use.
- 8) Students' Placement & Career Counselling Cell :
The College runs career Guildence & Placement Cell for students of the locality.
- 9) Admission Procedure :
i) Prospectus and Application Form for Admission are available from the college office on the dates notified on the notice board of the college.
ii) All Application Forms duly filled in are to be submitted by the time and date as notified on the college Notice Board.
iii) A candidate willing to have Application Form must produce his / her mark sheet of the Last Examination passed (In Original).
iv) Candidates are selected for Admission Strictly on the basis of merit.
v) Selected candidates must get themselves admitted within the scheduled date, failing which their admission will stand cancelled.
vi) Production of original copies of Mark Sheet of the Last Examination passed & also admit card of M.P. / Equivalent examination is must at the time of Admission.
vii) Seats are reserved for SC, ST, PH and OBC candidates as per Government Rule.
viii) SC / ST / OBC candidates are to produce their Caste / Tribe certificates (in original) from the appropriate authority at the time of getting Application Forms and also at the time of Admission. Physically Handicapped candidates are to produce their Medical Certificates (in Original) from SDMO / DMO at the time of getting Application Forms and also at the time of Admission & without which no concession / assistance would be tendered.
ix) A selected candidate is required to submit two copies of his / her passport size photo during his / her Admission.

- xi) A candidate once admitted in a Section is not allowed to take transfer to other section unless any notice is issued by the Teacher-In-Charge for the purpose on some genuine ground.
 - xii) The Teacher-In-Charge of the college reserves the right to rectify any mistake irregularity found in connection with admission of a candidate, even after the admission of the candidate is over.
10. **Change of Subjects :**
Change of subject is not allowed unless the notice is issued by the Teacher-In-Charge.
 11. **Medium of Instruction and Answer :**
Lectures in the classes are delivered in English and Bengali. students are allowed to answer in English or Bengali in all subjects except in Hindi (Hons), Hindi (Elective), Urdu (Elective).
 12. **Attendance of Classes :**
Attendance of a student in lecture classes must be a minimum of 75% of the classes held. Academic Calendar will be handed over to all students.
 13. **Migration Certificates :**
Students taking admission on Migration from other Board/ University within / outside West Bengal (as the case may be) are to submit Migration Certificates within one month from the date of Admission failing which their Admission is liable to be cancelled.
 14. **Registration :**
A student must submit Registration Form duly filled in within specified date when notice would be served for the purpose.
A Student must submit the followings for Registration with the University :
 - i) One Pass-Port size recent photograph.
 - ii) Attested copy of Mark Sheet of his previous qualifying examination.
 - iii) Migration certificate (in case of migration)
 - iv) Admit Card of H.S. / Equivalent Examination.
 - v) First Fee receipt book of the college.
 15. **Payment of Fees, Hostel Seat rent etc :**
Fees, Seat rent etc. must be paid within 25th of every month for the current month, failing which a fine of Rs. 5/- per month will be charged. Names will be struck off the roll in default of payment of dues for three consecutive months and readmission fee (e.g. one month's tuition fee) will be charged in this case. No student can enjoy bonafide facilities if he / she remains defaulter in college fees for three consecutive months.
Any outstanding dues in Mess-Charge or other charge in the Hostel is to be cleared up within 10th day of every calendar month. All college dues are to be cleared up for the whole session before a candidate appears at the Test Examination.
 16. **Discontinuance of studies and / or withdrawal :**
A student who wants to discontinue his / her studies in the college, must pay his / her dues (Tuition and other fees) to the college upto the month from which he / she discontinues studies. failing which he/ she will not be entitled to have any certificate and refund of deposits, if any. Non-compliance to this procedure will entail payment of dues for the whole session for issue of any certificate and refund.
 17. **Refund of Deposit :**
Clearance certificates for Library / Laboratory / NCC / Hostel etc. are required at the time of refund.

- xi) A candidate once admitted in a Section is not allowed to take transfer to other section unless any notice is issued by the Teacher-In-Charge for the purpose on some genuine ground.
 - xii) The Teacher-In-Charge of the college reserves the right to rectify any mistake irregularity found in connection with admission of a candidate, even after the admission of the candidate is over.
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18. Issue of Certificates :

A Student requiring a certificate / Marksheet must produce his Admit Card of the last qualifying examination, Registration Certificate and Fee-receipt book whichever is necessary to the college office. He / She is to clear up his / her arrear dues (if any) to the college, before a certificate can be issued.

19. Discipline :

- i) Classes are to be attended regularly and punctually.
- ii) Silence is to be observed in / outside the class room.
- iii) While entering the Class, a student must take permission from the teacher in the class. A Student may go out on any urgent call taking prior permission from the teacher.
- iv) Loitering in the corridor / college premises is strictly prohibited while classes are going on.
- v) Students are to use the urinals and lavatories meant for them.
- vi) Electrical switches, Laboratory equipments, Library books etc. and any college property are to be handled carefully and cautiously to avoid any damage or loss.
- vii) Students should carefully observe the Notice, Circulars etc. issued to them from time to time at the Notice Board and follow them accordingly. They should also pay attention to the Notifications circulated in the class.
- viii) Any misconduct on the part of students will lead to punishment.
- ix) Students are warned against any nuisance (in the college premises) which will be treated as punishable offence.
- x) Movement and Parking of Bicycles / Two wheelers are prohibited in front of the main entrance of the college. Bi-cycles / Two wheelers are to be kept at the parking space.

Necessary Information :

All the above rules and regulations are subject to modification or change, if and when necessary.

20. Students Grievance & Redressal Cell :

The Academic and administrative problems of the students are carefully solved by this cell.

21. Students Union (Phone. No. 2274547)

The college has an effective and organised Student's Union. The members of the union are elected by the general students through election. The Union take active part in solving academic and administrative problems and other activities related to students welfare.

22. Infrastructural Facility :

- a) Internet Surfing (only by permission) and Edu-SAT facility.
- b) Student's Health Insurance.
- c) Health Check up by an experienced Doctor.
- d) Cold purified water.

23. Identity card :

The card is provided to all bonafide students immediate after admission & entrance to the college campus is restricted only to those bonafide card holders.

24. Freeship :

Student applying for freeship must have at least 75 percent attendance in class.

**THE BURDWAN UNIVERSITY
FIRST STATUTES**

[As amended upto February, 2008]



**THE UNIVERSITY OF BURDWAN
RAJBATI, BURDWAN 713 104
WEST BENGAL, INDIA**

(ii) "Union" means the Students' Union of all colleges referred to under U. Reg. 1 (SU).

(iii) "Council" means the body consisting of the elected class representatives.

(iv) "Student" means an enrolled student of any of the concerned colleges.

(v) "Session" means the academic session commencing from the First day of July every year and ending on the Thirtieth June of the year following, or as may be determined by the University from time to time.

(vi) "College" means a college or an institution affiliated to the University where the Students' Union is to be formed under these Regulations.

(vii) "Member" means an enrolled student of any of the concerned colleges and belonging to the Students' Union.

U. Reg. 4 (SU) The aims and objects of the Union shall be—(a) to bring unity among the students" (b) to promote academic, scientific, cultural and social interest and outlook among the students;

Aims and
Objects

(c) to promote discipline, sense of responsibility, integrity and brotherhood among the students;

(d) to safe-guard the rights of the students;

(e) to aid, help and facilitate the study of needy and poor students, particularly coming from the backward classes of the society;

(f) to provide scope to develop the tenacity and ability of the students;

(g) to foster healthy and cordial relation with the teachers and the non-teaching members of staff of the college; and

(h) to safe-guard the democratic rights and encourage participation in fighting against obscurantism, secessionism, communalism, obscenity and to work for the cause of social justice.

Membership
and fees

U. Reg. 5 (SU) (a) Every student of a college shall be a member of the Union.

(b) A member shall be entitled to cast vote or contest in the election of the Council provided that he has cleared his prescribed college dues and no disciplinary action has been taken against him by way of suspension.

Explanation : 'Prescribed dues' will mean the session charge of the college for the relevant session.

(c) A student admitted to the Special Honours classes in the manner prescribed in the relevant University Ordinances shall be a member of the Union as in the case of a regular student.

(d) Every member shall pay the Union Fees and Session Fees as may be prescribed by the college from time to time.

U. Reg. 6 (SU) Unless otherwise provided for in these Regulations—
Rights of a Member (a) every member shall have equal rights in the activities of the Union irrespective of caste, creed, race, religion or sex;

(b) every member shall have the right to elect and to seek election to the Council, unless otherwise provided for in these Regulations.

U. Reg. 7 (SU) (a) A member who does not appear at or does not come out successful in the College/University examinations which are due to him consecutively for two year shall be disqualified to contest the election and/or to hold office of the Union.
Disqualification for contesting election or holding office of the Union

(b) A member who is suspended by the college or expelled from college or University examinations or found guilty by the appropriate authority dealing with Reported Against cases in the college or University shall be disqualified to contest election and/or to hold office of the Union.

(c) Unless a "Regular student" in terms of the Explanation 1 of clause (xxi) of sub-section (1) of Section 17 of the Act, a member shall not be eligible to be elected to the positions of the Vice-President, the General Secretary or the Assistant General Secretary of the Union.

U. Reg. 8 (SU) (i) The Council shall consist of the (a) President, (b) Vice-President, (c) General Secretary, (d) Assistant General Secretary, (e) Secretaries of different Sections and (f) Class Representatives.
Composition and functions of the Council

(ii) All the elections under these Regulations shall be held in accordance with simple majority voting system and through secret ballot.

(iii) The Council shall elect the Office Bearers in the first meeting of its term of office and the said Office Bearers shall assume charge of respective office immediately. This meeting shall be convened by the President of the Union normally within ten days of the election of class representatives, but not beyond three weeks from the said date under any circumstances.

(iv) In the first or second meeting of the Council, Departmental Sub-Committees for all the Sections mentioned elsewhere in this Constitution shall be formed. Besides the General Secretary and the concerned Sectional Secretary, each such Sub-Committee shall consist of four other members one of them must be a girl student in the case of a co-educational college. Members of the Sub-committee may not necessarily be nominated from amongst the class representatives.

(v) Any new section/Department of extra curricular activities for a particular session apart from the permanent Sections mentioned in this constitution may be instituted of $\frac{3}{4}$ ths of the total strength so the members of the Council support such move. The new Section for the session will be under the charge of a Secretary who will be elected in the same manner as in the case of other Secretaries.

(vi) In the event of a vacancy arising for whatsoever reason in any office of the Union, the President shall call a meeting of the Council to elect new office Bearer or Bearers.

(vii) In the event of expiry of the tenure of the Council 'for whatsoever reason'—before the newly elected Council takes charge formally for a new session, the President himself shall assume office of the Union—until the new Council is formed for the next session.

U. Reg. 9 (SU) The election of the Council shall be held in December every year, preferably within the third week. If for
Election of Council any valid reason election cannot be held within the said period, the matter shall be reported to the University forthwith stating reasons thereof and seeking necessary directions.

Term of office
of the elected
members of the
Council

U. Reg. 10 (SU) The term of office of the elected members of the Council shall be one year from the date of the first meeting of the Council or till the Council is re-constituted, whichever is earlier.

Cessation of
Studentship and
the right to
function as an
office Bearer

U. Reg. 11 (SU) The tenure of studentship and as such the right to function as a member of the Council and to continue as an Office Bearer shall cease with effect from the date of publication of the result of the Higher Secondary/University Examination to which the student appeared at in terms of his admission to the College.

Meeting of the
Council

U. Reg. 12 (SU) (i) The Council in its first meeting convened and presided over by the President, normally within ten days of the election of class representatives, but not beyond three weeks from the said date under any circumstances, will elect Office Bearers and form Sub-Committees. If, however, formation of Sub-Committees cannot be taken up in the first meeting, the same shall be done in the second meeting within next fifteen days.

(ii) At least one meeting shall be held in every three months for the Council as well as for the Departmental Committee. Minutes of each meeting shall be kept by the concerned Secretary.

(iii) (a) The budget for the year shall be presented by the General Secretary before the Council within fortyfive days of the first meeting of the Council.

(b) The presentation of the budget will require previous consent of the President.

(c) Proposals regarding financial matters, if any, not provided for in the budget, must be placed in the same manner as in the case of budget, through the General Secretary.

(iv) The Council will decide any matter by vote whenever differences would arise.

(v) All the members must abide by the decision of the Council.

(vi) Any proposal other than budget and financial matters may be placed by any member of the Council for consideration in the meeting.

(vii) A member must give seventy two hours' clear notice to the General Secretary so that his proposal may be put up in the agenda papers.

Moreover, in emergency circumstances, a proposal may be placed before the Council even if it is not in the agenda papers, with the consent of the President.

(viii) All resolutions of the Council and the Departmental Committee will be considered as adopted if the majority of the members present in that meeting vote for it. It will, however, require the signature of the President before it is declared as passed. The minutes for a meeting of the Council/ Departmental Committee shall be confirmed in the next meeting of the said body, unless it can be so done under any unforeseen circumstances.

(ix) (a) An emergency meeting of the Council may be called by the President on twenty four hours' notice if he considers that emergency circumstances have arisen.

(b) A requisition meeting of the Council may be called by the President within a week on receipt of a petition signed by at least fifty per cent of the total elected members of the Council.

(x) Unless otherwise provided for in these Regulations, all meetings of the Council will be called by the General Secretary and those of the Departmental Committees by the concerned Sectional Secretaries with the prior permission of the President or Teacher-in-charge of the respective section of the Union. At least three days' notice shall be given for ordinary meetings. Extra-ordinary meetings may be convened on twenty four hours' notice by the General Secretary after obtaining the consent of the president.

(xi) One third of the total number of members of the Council or the Departmental Committee, as the case may be shall be a quorum for a meeting of the concerned body;

Provided that no quorum shall be required for a meeting which was earlier adjourned for want of quorum.

U. Reg. 13 (SU) The fund of the Union shall be built up with the amount of Fees for Students' Union collected from the students and it shall be limited to the amount so collected for one year only for which the Council is to function. Any unutilized fund of the previous year shall, however, be the property of the running Council, but in no case any fund of the forthcoming Council of the Union shall be added to it;

Provided that the Union may, however, seek contribution from the college or any other source for any specific purposes with the approval of the President of the Union.

Budget and Accounts U. Reg. 14 (SU) The Annual Budget for the year shall be prepared by the General Secretary in consultation with the Sectional Secretaries for allocating Union Fees for meeting proposed expenditure under different heads including emergency expenditure. The unspent amount, if any, shall be transferred to the Students' Aid Fund of the Session following.

After the allocation of funds is made for different Sections, the Secretary concerned may draw the amounts jointly with the General Secretary. The Sectional Secretaries shall keep proper accounts of expenditure of their Sections and shall submit the same supported by appropriate vouchers, duly counter-signed by the General Secretary to the respective Teacher-in-charge, who, after verification shall forward the same to the President.

The President shall cause an audit to be made for all such accounts by the Bursar of the college, in the absence of the Bursar by any teacher of the college who may be so appointed by the President.

The President and his functions U. Reg. 15 (SU) (a) The Principal of the college or the Head of the institution, by whatever name called, shall be the ex-officio President of the Union.

(b) The President shall ordinarily preside over all the meetings of the Council. A resolution shall not be considered as passed by the Council unless it is duly signed by the President.

(c) In case of difference of opinion on any issue, the President may, if he deems fit, request the Council for re-consideration of the proposal. In the case of a stalemate condition arising over any such issue, the President shall refer the same to the Governing Body of the College for final decision within one month.

(d) The President shall have no right to vote except in the case of a tie.

(e) The President shall convene the first meeting of the newly elected Council within fifteen days of the completion of the election and shall preside over that meeting.

(f) In an emergency situation precipitating a crisis leading to the violation of the constitutional obligations, the President may suspend, prorogue or dismiss the Council with the prior approval of the Governing Body of the College.

U. Reg. 16 (SU) (a) The Vice-President shall be elected by the Council from amongst its elected members in the first meeting of the Council convened and presided over by the President.

The Vice-President and his functions

(b) The Vice-President shall assist the President in conducting the meetings of the Council.

(c) The Vice-President may preside over a meeting of the Council with the consent of the President, if necessary, and will conduct the meeting. Any resolution passed in such a meeting must be got duly approved and signed by the President of the Council, otherwise, it shall not be considered as finally and validly passed.

U. Reg. 17 (SU) (a) There shall be one Teacher-in-Charge for each department of the Union. He will be nominated from amongst the whole time teachers of the college by the Principal or the Head of the Institution in consultation with the Teachers' Council. He will supervise the respective department and act as the President of the Departmental Committee.

Teacher-in-Charge and his functions

(b) All resolutions of the Departmental Committee shall be duly approved and signed by the Teacher-in-Charge of the respective department before they are declared as adopted.

(c) The Teacher-in-Charge may take part in deliberations of the Departmental Committee meetings but he shall have no right to vote.

(d) the Teacher-in-Charge may be invited to take part in any meeting of the Council but he shall have no right to vote.

U. Reg. 18 (SU) (a) The General Secretary shall be the Executive Head of the Union.

The General Secretary and his functions

(b) He shall be elected by the Council from amongst its elected members in the first meeting of the Council convened and presided over by the President.

(c) He shall carry out the day to day functions of the Union.

(d) He shall be responsible to the members of the Council in particular and to the students of the college in general for all activities of the Council.

(e) He shall not be removed from his office during his tenure of office except in special circumstances leading to gross violation of the norms of the Constitution, defalcation of funds or in the event of his being subjected to the provision of disqualifications referred to elsewhere in these Regulations and in such a case the President shall give his recommendation to the Governing Body of the college, which shall be the final authority to decide the issue.

U. Reg. 19 (SU) (a) The Assistant General Secretary shall be elected by the Council from amongst its elected members. If there is more than one shift in the college, he will be elected from the shift other than the one from which the General Secretary has been elected and in such a case, his election shall be taken up after the election of the General Secretary is completed.

(b) The Assistant General Secretary shall assist the General Secretary in discharging his duties and will perform the duties of the General Secretary in his absence.

(c) When the office of the General Secretary falls vacant by any reason, the Assistant General Secretary shall assume the office of the General Secretary and discharge the duties of the General Secretary for the rest of the period of his tenure of office. The Assistant General Secretary performing the duties of the General Secretary shall not be entitled to attend the meetings of the Governing Body of the college. The Assistant General Secretary may be removed from his office under the same circumstances and in the manner as referred to in U. Reg. 18 (SU) of these Regulations.

U. Reg. 20 (SU) (a) The following shall be the Secretaries of the different Sections or Departments—

The Secretaries and their functions	(i) Cultural Secretary; (ii) Games & Athletics Secretary; (iii) Magazine and Literature Secretary; (iv) Bijnayan Parishad Secretary; (v) Students' Welfare and Social Service (including Students' Aid Fund) Secretary and
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(vi) Common-room Secretaries (Two Secretaries : one for boys and the other for girls in the case of a co-educational college).

(b) The Sectional Secretaries shall be elected by the Council from amongst its members;

Provided that in a case where no girl student is elected to the Council in a co-educational college, the President shall, in consultation with the General Secretary nominate one girl student for the purpose of clause (a) (vi) of this Regulation.

(c) The Secretaries shall carry out the day to day duties of their respective Sections and shall be responsible to the Council in particular and to the students in general for the activities of their Sections.

(d) In case, if any Secretary is removed from his office or the office falls vacant due to any reason, the Assistant Secretary of the concerned Section shall perform the duties of the Secretary for the unexpired portion of term of office of the concerned Secretary.

U. Reg. 21 (SU) There shall be one Assistant Secretary for each Section or Department as mentioned in clause (a) of U. Reg. 20 (SU) from among the four other ordinary members mentioned in the following Regulations U. Reg. 22 (SU) and they will be elected by the members of the Council. If there is more than one shift in the college, the Assistant Secretary of each Department/Section shall be elected from any shift other than the one from which the Secretary concerned is elected.

The Assistant Secretaries and their functions

Departmental Committee

U. Reg. 22 (SU) There shall be a Departmental Committee for each department to be constituted with the General Secretary, the Departmental Secretary and four other ordinary members including the Assistant Secretary of the Department;

Provided that, at least one of the ordinary members shall be a girl student for a co-educational college.

U. Reg. 23 (SU) (1) There shall be an Election Commission in respect of every college consisting of six members to be constituted as under :

Procedure of election

(i) The Principal or the Head of the institution, who shall be the President of the Commission.

(ii) Three members of whole-time teaching and two members of whole-time non-teaching staff of the college to be nominated by the Principal or the Head of the institution and approved by the Governing Body of the college.

(2) The tenure of the Election commission shall be three years from the date of its constitution. If any member of the Commission resigns or the position falls vacant for whatever reason, the vacancy shall be filled up by another member of staff of the concerned category in the same manner as in (1) above. In such a case, the term of membership of the new member shall be upto the rest of the unexpired period of three years' tenure.

(3) The Commission shall fix up the dates and the time table of election to the Council of the Union as per provision envisaged in this constitution.

(4) The Commission shall be responsible for the proper conduct of the election and resolve dispute, if any, regarding the holding of election by taking appropriate action as it may deem fit and proper.

(5) The President shall be the Returning Officer of the election and shall appoint Presiding Officer(s) and other Polling officers to assist the presiding officer in conducting the polls, from amongst the Teaching and Non-teaching members of staff of the college.

(6) The Returning Officer shall publish through Notification and by displaying the same in the College Notice Board the draft Electoral Roll prior to twenty days of the date of election. Any objection regarding omission/inclusion/deletion of name in the Electoral Roll shall be entertained within seven days of the publication of the draft Electoral Roll. The final Electoral Roll shall be published by the Returning Officer at least ten days before the date of election, after which no objection shall be entertained.

If any difficulty arises in the process, the matter shall be referred by the Returning Officer to the Election Commission, whose decision shall be final and binding.

(7) (i) The Election Commission shall cause the Returning Officer to publish the following through Notification and by displaying the same in the college Notice Board at least ten days before the election, fixing the date, time, place and other particulars for—

- (a) Issue of nomination Papers;
- (b) Submission of nomination Papers;
- (c) Scrutiny of nomination Papers;
- (d) Publication of the list of valid nomination papers in alphabetical order of the first names in English spelling;
- (e) Withdrawal of nomination papers;
- (f) Publication of the list of the contesting candidates;
- (g) Date of hours of poll;
- (h) Date and hours of counting.

(ii) Declaration of result of election shall be made immediately after the counting is over.

(8) The Returning Officer shall appoint Counting Officer(s) from among the members of the whole-time Teaching and Non-teaching staff of the college who shall be responsible for counting of votes in the presence of the Presiding Officer(s), the contesting candidates or their authorized agents.

(9) In a case two or more contesting candidates secure equal number of votes and any or all of them cannot be declared as elected, steps shall be taken to hold a poll for the second time on a subsequent date for the concerned class(es) with the same contesting candidates.

If no decision can be arrived at even after holding the poll for the second time, the Returning Officer shall, by the drawing of lots in the manner he deems fit decide as to which of the contesting candidates would be declared elected.

(10) In case of any dispute arising while conducting the poll and counting of votes, the decision given by the Returning Officer shall be final and binding.

(11) Allotment of Class Representatives for each class of each stream will be as follows :

- (a) Two representatives for classes composed of forty or less number of students;
- (b) Three representatives for classes composed of eighty or less number of students but more than forty students; and
- (c) Four representatives for classes composed of more than eighty students.

(12) The detailed procedure of election, polling and counting shall be determined by the Election Commission.

(13) In the elections envisaged under these Regulations, the forms of Nomination (Form No. 1) and withdrawal of candidature (Form No. 2) appended to these Regulations shall be used. All other necessary forms relating to the holding of elections shall be prescribed by the Election Commission.

(14) The Election Commission shall dispose of all matters relating to any objection raised or clarification sought for by any student in regard to election matters;

Provided that, in case the Election Commission fails to resolve any dispute or prefers to refer any such matter to the Governing Body, the decision of the Governing Body shall be final and binding.

U. Reg. 24 (SU) (a) The President with the approval of the Governing Body of the college may suspend, prorogue or dismiss the Council temporarily or for the whole period of its tenure if he is satisfied beyond doubt that—

Suspension/
Prorogation/
Dismissal of the
Council

- (i) The Council has been acting contrary to the provision(s) of the Constitution; or
- (ii) The Council is unable to carry out its function owing to internal disturbances.

(b) The President shall forthwith report any such action taken to the University.

G. Reg. 25 (SU) (1) (a) The proposal for any amendment of the Constitution may be moved by the Council of the Students' Union of any college if it is supported by three-fourths of the members of the total strength of the Council. The proposal so passed shall then be placed before the Governing Body of the college by the President of the Council for consideration. If the Governing Body approves the proposed amendment, it shall then be sent to the University for consideration. The Executive Council of the University, ordinarily after obtaining the recommendations of the Council for Undergraduate Studies in Arts, Science, etc., shall examine the matter and decide on whether it should be placed before the Court for approval. The decision of the Court in this regard shall be final and binding in terms of the provision of sub-section (3) of Section 52 of the Act.

(b) A Proposal for amendment of the Constitution may also be initiated and moved by the Governing Body of a college to be disposed of in the manner as at (a) above.

U. Reg. 26 (SU) If any doubt or dispute arises as to the interpretation of intention of any of the provisions of these Regulations, or if any difficulty arises on an issue not covered by these Regulations, the matter shall be referred by the President of the Union to the Executive Council of the University, which shall take appropriate measures for resolving the difficulties or settling the disputes and the decision taken by the Executive Council shall be final and binding.

THE UNIVERSITY OF BURDWAN

THE BURDWAN UNIVERSITY FIRST STATUTES

[Vide sub-sections (2) and (5) of section 57 of the
Burdwan University Act, 1981]

[AS AMENDED UPTO FEBRUARY, 2008]



To come into force on and from April 15, 1984,
as notified by the State Government under
sub-section (5) of section 57 of the Act
or from the date as notified in
respect of the particular
set of Statutes

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St. 21 (Affn.) If any doubt or difficulty arises in regard to the interpretation or application of this Chapter, or if any matter in relation to the affiliation of colleges which is not covered by this Chapter arises, the Vice-Chancellor may issue such directions as he may consider proper and shall report the matter to the Executive Council forthwith.

CHAPTER XII

STATUTES RELATING TO CONSTITUTION, POWERS AND FUNCTIONS OF THE GOVERNING BODIES OF AFFILIATED COLLEGES OTHER THAN GOVERNMENT COLLEGES

St. 1 (G.B.) (1) These Statutes may be called the Statutes relating to Constitution, Powers and Functions of the Governing Bodies of Affiliated Colleges other than Government Colleges;

(2) They shall come into force from such date as the State Government may, under sub-section (5) of section 57 of the Act, appoint.

St. 2 (G.B.) (1) In this Chapter, unless the context otherwise requires, words and expressions used shall be interpreted to have the same meaning as they have in the Act;

(2) The provisions of the Statutes, the Ordinances, the Regulations and the Rules of the University, in so far as they affect the matters provided herein, if in conflict with the provisions of this Chapter, shall stand modified by the Statutes under this Chapter :

(3) "college" means a college affiliated to the University but shall not include a Government College;

*(4) "donor" in relation to a college means a person, or a Body or an Association who/which has made a donation to the college of a sum amounting to not less than rupees ten thousand or has made over to it a property which, in the estimation of the Executive Council, is of the said valuation.

St. 3 (G. B.) (1) Every college shall have a Governing Body consisting of the following members, namely—
(i) the President of the Governing Body, who shall be elected in the manner prescribed in paragraph (2) ;

* indicates the provisions of St. 2 (G. B.) (4) amended. [Amendment assented by the Chancellor on 08.12.94]

**Members of Governing Body
of Affiliated Colleges Other
Than Government colleges
(G.B.)**

(iii) the Principal of the college, who shall be the Secretary to the Governing Body (ex-officio).

Provided that in the case of a new college, at its initial stage, one of the promoters having academic or administrative experience, may, subject to the approval of the Executive Council, act as the Founder Secretary for a period not more than two years from the date of affiliation and in such a case the Principal of the college shall act as the Joint Secretary for the aforementioned period :

(iii) three members to be elected by secret ballot by the whole-time teachers of the college from amongst themselves at a meeting of all such teachers convened for the purpose by the Principal of the college in the manner as may be determined by him. The meeting shall be presided over by the Principal, but he shall have no vote. Any decision at such a meeting shall be taken by simple majority of votes. In the case of an equality of votes, decision shall be taken by the drawing of lots in the manner as may be deemed fit by the Principal;

(iv) one member with administrative or teaching experience to be nominated by the State Government;

(v) three members not belonging to the concerned college in any capacity to be nominated by the concerned Council for Under-graduate Studies, of whom one shall be a woman in the case of a women's college or a co-educational college;

(vi) unless the terms and conditions of any donation accepted before coming into force of the former Ordinances relating to Governing Bodies of Affiliated Colleges framed under the Burdwan University Act, 1959, require otherwise—

(a) one representative of the donors in case their number does not exceed five, or

(b) two representatives of donors in the event their number exceed five, to be elected by the donors from among themselves by secret ballot in the manner as may be determined by the Principal of the college concerned :

Provided that no teacher or librarian or member of the non-teaching staff or student of the college who may be a donor shall be eligible for election to the Governing Body thereof as donors' representative

(vii) two representatives of the whole-time non-teaching employees of the college, to be elected by such employees from among themselves by secret ballot in the manner as may be determined by the Principal :

Provided that, for the purpose of this clause, 'non-teaching employee' shall include members of the 'non-teaching staff' as also 'Librarians' as defined in clauses 11 (b) and 13 (b) respectively of section 2 of the Act.

(viii) the General Secretary of the Students' Union of the college, ex-officio. In the event of there being no duly constituted Students' Union functioning at a college, one representative of the students thereof shall be elected by regular students from among themselves by secret ballot in the manner as may be determined by the Principal.

(2) (i) The President of the Governing Body of a college shall be elected by the members referred to in clauses (ii) to (viii) of paragraph (1) at a meeting of such members to be convened for the particular purpose by the Principal of the college and presided over by him;

(ii) Half of the total number of the said members plus one shall form a quorum for such a meeting. In case no consensus can be arrived at, the decision shall be taken by a majority of votes; and

(iii) The President of the Governing Body may or may not be elected from amongst the members specified under clauses (ii) to (viii) of paragraph (1).

St. 4 (G. B.) A report on the formation of the Governing Body containing the list of the members thereof including the President as also any changes effected subsequently shall be submitted by the Principal to the Inspector of colleges forthwith.

St. 5 (G. B.) Any dispute arising in connection with the election or nomination of members of Governing Body of a college including the President shall be referred to by the Principal to the Inspector of Colleges who shall then place it before the Council for Under-graduate Studies and its decision thereon shall be final.

St. 6 (G. B.) (1) (i) The term of office of the representative of the students on the Governing Body shall be one year and in respect of other members it shall be three years, from the date of election of the President :

Provided that, in case of a duly constituted Students' Union functioning at a college, the General Secretary thereof shall hold office as a member of the Governing Body for a period of one year or till he ceases to be the General Secretary, whichever is earlier :

Provided further that during the period intervening between the expiry of the term of office of any outgoing member and the filling up of the

vacancy, except in the case of the student representative, the outgoing member shall continue as such :

Provided also that the Executive Council shall have the power to extend the life of the Governing Body of a college for such period as it may consider necessary.

(ii) At least three months before the expiry of the term of office of any elected or nominated member of the Governing Body of a college, the Secretary or, in his absence, the President of the Governing Body shall take necessary steps for filling up of the said vacancy.

(iii) A casual vacancy in the office of a member of the Governing Body shall be filled by the authority/body/electorate entitled to fill it in the same manner of election or nomination, as the case may be.

(iv) A member nominated or elected to fill a casual vacancy, shall hold office for the remaining period of the term of membership of the member in whose place the vacancy has occurred.

(v) If a member of the Governing Body ceases to hold the position by virtue of which he was elected or nominated on the Governing Body, he shall cease to be the President or the Secretary or a member of the Governing Body as the case may be, with effect from the date he ceases to hold such position.

(2) Any action taken by the Governing Body shall not be called into question or invalidated merely by reason of there being a vacancy in the office of any member thereof.

St. 7 (G. B.) (1) The Governing Body of every college shall be responsible for the proper management of the affairs of the college and may exercise all such powers and functions as may be necessary for the purpose.

(2) In particular, and without prejudice to the generality of the foregoing provision, the Governing Body of every college shall be responsible for ensuring—

(a) that the posts of teachers and non-teaching employees including Librarian are created and appointments made thereto for the imparting of instruction adequately and the operation of the college effectively;

(b) that the number of teachers, their qualifications and the method of recruitment as also the conditions of their service are in accordance with

the relevant law and/or the Statutes, the Ordinances and the Regulations of the University as may be in force from time to time.

(c) that the laboratory and other instructional facilities available are adequate for the instructional programme;

(d) that the buildings in which the college is located are suitable for the purpose for which they are intended and are maintained at a satisfactory state of repairs and sanitation;

(e) that the library is properly equipped with text and reference books so as to cater to the requirements of the teachers and the taught;

(f) that efforts are made to procure adequate financial resources of the college necessary for efficient and effective operation of the college;

(g) that all information, returns, reports and other materials as may be required by the University, the University Grants Commission and the State Government are promptly collected, prepared and made available to them;

(h) that all ledgers, books of account, registers and all other records required to be maintained are always kept up-to-date;

(i) that due provision is made for the well-being of the students;

(j) that discipline and cordial relation are maintained among the students, teachers and non-teaching employees;

(k) that proper assistance and facilities are provided to the Inspector of Colleges and other officials of the University as well as of the State Government while holding an inspection or enquiry or while collecting information and data as may be required.

(l) that the directions issued by the University from time to time are carried out and compliance therewith is reported speedily to the University.

(m) that all properties and funds of the college and those donated for the benefit of the college are properly controlled and administered; and

(ii) that review of results of the students presented by the college at the University examinations is made from time to time and that measures are adopted for the maintenance of proper academic standard and improvement in the performance of the students.

(3) The Governing Body may appoint a Sub-committee for financial affairs and other Advisory Committees as it may consider necessary for the efficient administration of the college. The Sub-committee for financial affairs shall be constituted from amongst the members of the Governing Body. In the case of an Advisory Committee, persons other than the members of the Governing Body may be included. The Principal shall be the Chairman of such Sub-committee or Advisory Committees.

St. 8 (G. B.) (1) A meeting of the Governing Body shall ordinarily be held in the college premises.
Meetings of Governing Body (2) The Governing Body shall ordinarily meet at least six times in a year.

(3) Half of the total number of members plus one shall form a quorum, provided that no quorum shall be required for an adjourned meeting.

(4) A meeting may not ordinarily be held during the Summer recess, the Winter recess or the Puja holidays.

(5) A meeting of the Governing Body shall normally be convened by the Secretary in consultation with the President. If at any time, there be no Secretary or in case of temporary absence of the Secretary, the President shall convene a meeting. In the case of an ordinary meeting not less than 7 days' notice shall be given to the members of the date fixed for such a meeting, while in the case of an extra ordinary meeting 24 hours' notice shall be given.

(6) The Secretary shall send copies of minutes of the previous meeting to the members along with the notice.

St. 9 (G. B.) If no meeting of the Governing Body is convened for a continuous period of four months, 50 percent of the total number of members on written requisition may require the President or the Secretary, as the case may be, to convene a meeting and such requisition shall be complied within a fortnight from the date of receipt of such requisition.
Requisition meeting

Provided that while calculating 50 percent in the case of a Governing Body consisting of members of an odd number, the total number shall first be reduced by one.

St. 10 (G. B.) Notwithstanding anything contained elsewhere in the Statutes under this Chapter, the special provisions regarding composition regarding composition of Governing Bodies of Governing Body as enumerated hereunder shall apply to certain colleges.

(1) (a) In the case of a college established and administered by a Registered Educational Society or a Trust Body and already granted affiliation on that stipulation, the Governing Body shall be constituted in accordance with the terms of the Memorandum & Articles of Association or the Deed of Trust, as the case may be.

Provided that the Governing Body of such a college shall also include the members as envisaged in clauses (iii), (iv), (v), (vi) and (vii) of paragraph (1) of St. 3 (G. B.).

(b) Within three months from the date of coming into force of the Statutes under this Chapter, the Governing Body of a college, as envisaged in sub-paragraph (a), shall be reconstituted accordingly.

(c) Any notice in writing in this behalf shall be sent by the University to the Secretary or the President of the Governing Body of such a college and in that case such notice shall be deemed to have been duly served on the Governing Body of the college.

(d) If the Governing Body of the such a college is not reconstituted within the period referred to in sub-paragraph (b), the Executive Council may appoint an administrator to take over the management of the college. The administrator shall cause to be constituted a fresh Governing Body of the college within three months from the date of his appointment in accordance with the provisions of sub-paragraph (a).

(2) Notwithstanding anything contained in paragraph (1), in the case of a college established and administered by a minority based on religion or language and affiliated to the University under the stipulations as contained in the Memorandum & Articles of Association or the Deed of Trust, as the case may be, the Governing Body of such a college shall be constituted in accordance with the terms of the said Memorandum & Articles of Association or the Deed of Trust, as the case may be.

St. 11 (G. B.) The Secretary to the Governing Body of every college shall—

Functions of the Secretary to the Governing Body (a) Convene meetings, conduct the official correspondence and maintain the records including the minutes or proceedings of meetings of the Governing Body;

(b) send to the University when called upon by the Executive Council to do so, originals or certified copies of such records, correspondence minutes or proceedings referred to in clause (a), as may be required by the Executive Council; and

(c) operate the college funds jointly with the President or another member of the Governing Body as may be authorised by the Governing Body of the college.

St. 12 (G. B.) Notwithstanding the special provisions in regard to the composition of Governing Bodies in the case of certain colleges as envisaged in St. 10 (G.B.), the provisions of the Statutes under this Chapter, in so far as they are not inconsistent with the terms of the Memorandum & the Articles of Association or the Deed of Trust, as the case may be, shall apply to all colleges.

St. 13 (G. B.) Notwithstanding anything contained in the Statutes under this Chapter, in the event of failure on the part of the State Government or the Council for Under-graduate Studies to nominate any member or members to the Governing Body of a college in terms of the provisions contained in clause (iv) or (v), as the case may be, of St. 3 (G.B.), the Governing Body of the concerned college shall be deemed to have been duly constituted under the provisions of this Statute.

St. 14 (G.B.) If any doubt or dispute arises as to the interpretation or intention of any of the provisions of the Statutes under this Chapter, or if any difficulty arises on an issue not covered by the Statutes under this Chapter, the matter shall be referred by the Secretary or the President of the Governing Body of the college to the Executive Council which shall take appropriate measures for resolving the difficulty or settling the dispute and the decision taken by the Executive Council in this regard shall be final and binding.

THE UNIVERSITY OF BURDWAN

In exercise of the power conferred by section 21 read with section 47 and 48, of the Burdwan University Act, 1981 (West Ben. Act XXIII of 1981), the Executive Council of the Burdwan University hereby makes the following amendments in the Burdwan University First Statutes (hereinafter referred to as the said Statutes).

CHAPTER XIII

The Statutes relating to the Appointment and Terms and Conditions of Services of Teachers of Affiliated Colleges other than Government Colleges.

PART I

St. 1 (T.A.C.) These Statutes may be called the statute relating to the Appointment and Terms and Conditions of Services of Teachers of Affiliated Colleges other than Government Colleges.

St. 2 (T.A.C.) In these statutes, unless the context requires otherwise—(a) "college" means an affiliated college, including a Constituent or a Professional College but does not include a Government College.

(b) words and expressions used by not defined shall be interpreted to have the same meaning as they have in the Act.

PART II

GENERAL

St. 3 (T.A.C.) Appointment of teachers (whole-time or part-time) including Principals, of affiliated colleges other than Government colleges shall be made in accordance with the provisions of the West Bengal College Service Commission Act, 1978 (West Ben. Act LXII of 1978).

St. 4 (T.A.C.) The period of probation shall be determined in accordance with the provisions of the West Bengal College Teachers (Security of Service) Act, 1975 (West Ben. Act XLIV of 1975).

St. 5 (T.A.C.) In calculating the period of service of a teacher of college in any post for any purpose including the operation of a time scale of pay, services shall be counted from the date of his joining the post on his first appointment as a probationer.

**Teachers of Affiliated Colleges
Other than Government
Colleges (T.A.C.)**

Provided that if the teacher began his service for the same or any other post in the same cadre, his services shall be counted from the date of his joining the appointment as a temporary appointee, if there is no break in service during the period preceding his permanent appointment.

Explanation : The following shall be treated as 'break' in service :

- (a) unauthorized leave of absence
- (b) unauthorized absence in continuation of authorized leave of absence.

Sl. 6 (T.A.C.) (1) A teacher shall be required to take classes, subject to the rules as are in vogue and as may be framed in this behalf by the University from time to time.

(2) Teachers of a college shall effectively co-operate and assist, whenever required, in carrying out the functions relating to the educational responsibilities of the college (such as assisting in appraising applications for admission, advising or counselling the students and assisting in University and College examinations including supervision thereof).

Explanation : The expression "shall effectively co-operate and assist" in relation to University examinations shall for the purpose of these Statutes, mean to include compulsory and effective participation of Teachers, including Principals, of all affiliated colleges in all matters relating to such examinations if and when their services are requisitioned by the University for any purpose relating to such examinations.

(3) Every teacher and Principal of a college shall sign a daily attendance register of the teacher maintained for the purpose. Such daily attendance of the teacher(s) shall be counter-signed by the Principal.

(4) In particular and without prejudice to the foregoing provisions, a teacher shall perform the following duties, namely—

- (a) to perform invigilation work in any examination for any course of study taught in the college;
- (b) to draw routines;
- (c) to carry out assignment for such field work as may be necessary for the courses taught in the college;
- (d) to assist the Principal with regard to admission of students;

(e) to participate in N.C.C., N.S.S. and Sports and Games for the well-being of the students;

(f) to assist the Principal, in the management of Hostels and Messes attached to the college or recognized by it;

(g) to undertake the internal assessment of students; and

(h) to evaluate answer scripts of students for any examination conducted by the colleges and the University.

(5) The Principal of a college shall ordinarily take not less than four periods of class work in a week in a subject taught in the college.

Sl. 7 (T.A.C.) A whole-time teacher of a college enjoying University Grants Commission scale of pay as approved by the State Government and introduced since 1st January, 1973 or any other scale of pay introduced by the State Government after 1st January, 1973, shall retire from service with effect from the afternoon of the last day of the month in which the attains the age of superannuation, i.e. completes the 60th year of age.

Sl. 8 (T.A.C.) (1) The salaries and scales of pay for whole-time teachers in a college, shall, in no case, be lower than the minimum salaries and scales of pay as the State Government may by order specify in respect of such teachers.

(2) The salary of a part-time teacher in a college shall, in no case, be lower than the minimum salary as the State Government may by order specify. Such a teacher shall take classes as the State Government may by order specify from time to time.

Sl. 9 (T.A.C.) When a teacher joins a college after resigning his post in another college, initial pay of such a teacher in the college which he so joins shall be fixed so as not to be less than what he was receiving in the former college.

Sl. 10 (T.A.C.) A temporary teacher who has worked in a college for a period of not less than ten months continuously shall be entitled to draw his salary for the periods of Puja holidays, summer recess and winter recess, included within this period or immediately following it.

Sl. 11 (T.A.C.) A Service Book, in such form as may be determined with the approval of the State Government, shall be maintained for every teacher in a college, whether whole-time or part-time.

Sl. 12 (T.A.C.) (1) No whole-time teacher of a college shall be permitted to accept any part-time assignment with or without remuneration in another college or elsewhere except with the approval of the Governing Body of the college where he is attached in the capacity of a whole-time teacher ;

Other employment

Provided that no whole-time teacher shall be permitted to accept more than one part-time assignment under any circumstances.

(2) Any teacher contravening the provisions of this Statute shall be liable to such disciplinary action as the Governing Body of the college where he is a whole-time teacher, may deem fit subject to the provision of statute 14 of these Statutes.

Sl. 13 (T.A.C.) (1) Subject to the terms and conditions of any existing contract, no permanent teacher of a college shall be entitled to terminate his services by voluntary resignation unless he submits in writing to the Principal a notice of his intention to resign and such notice shall be filed—

Resignation

- (a) In the case of a resignation at the end of an academic year, at least one month in advance; or
- (b) in the case of a resignation at any other time, at least two months in advance.

Provided that no teacher holding an appointment either on temporary basis or on probation shall be entitled to terminate his services by voluntary resignation unless he submits in writing to the Principal a similar notice at least one month in advance ;

Provided further that in special circumstances the Governing Body may, on the recommendation of the Principal, accept a notice of intention to resign for a shorter period.

(2) An contravention of the provisions of paragraph (1) shall, at the discretion of the Governing Body, entail forfeiture of salary for the period by which the notice falls short of the requirement of clause(a) or clause(b) of paragraph (1).

Sl. 14 (T.A.C.) Every teacher of a college shall be subject to such disciplinary action "Disciplinary Rules" as the Executive Council may determine, with the approval of the State Government.

Disciplinary action

PART III LEAVE

Sl. 15 (T.A.C.) (1) Leave of absence from duty cannot be claimed as a matter of right and may, on application by a teacher of a college, be granted only when satisfactory grounds have been shown. When the exigencies of service so require, the authority competent to grant leave may refuse leave of any description or when any such leave is granted, revoke such leave or part thereof.

Leave not to be claimed as of right

(2) No teacher who is under suspension shall be granted any leave.

(3) Absence without leave shall render a teacher subject to such disciplinary action as may be provided in the "Disciplinary Rules".

Sl. 16 (T.A.C.) All applications for leave or for extension of leave shall be made in writing and addressed by the teacher to the Principal and sanction for the leave or extension of leave applied for, as the case may be, shall be obtained before it is availed of ;

Application for leave

Provided that if the authority competent to grant the leave is satisfied that it was not possible to apply for or to obtain the sanction for leave of absence beforehand, leave may be granted with retrospective effect; but all applications for leave with retrospective effect shall be submitted at the earliest possible opportunity.

Sl. 17 (T.A.C.) (1) Leave shall ordinarily commence on the date with effect from which it is actually availed of and terminate on the day preceding the date of resumption to duty ;

Duration of leave

Provided that Sundays and other holidays may be prefixed or affixed to leave, so however, that for the purpose of prefixing or affixing to leave, holidays exceeding three days or the Puja Holidays, the summer recess or the winter recess, previous sanction of the authority competent to grant the leave shall be obtained.

(2) Except with the previous permission of the authority competent to grant the leave, no teacher on leave shall return to duty before the expiry of the period of leave granted to him.

Sl. 18 (T.A.C.) When a teacher of a college is absent on all the days of a week during which he has assigned duties, whether such days are consecutive or not, he shall be deemed to have been absent for all the days of the week.

Computation of absence in certain cases

St. 19 (T.A.C.) The Principal of a college may, at his discretion, recall to duty, at any time, any teacher of the college who may be on leave, except on medical grounds.

St. 20 (T.A.C.) When a teacher of a college has been granted leave to which holidays or recess has been affixed and such a teacher absents himself from duty beyond the expiry of such holidays or recess, the entire period of his absence from duty after the expiry of such holidays or recess, shall be treated as absence from duty without leave and he shall not be entitled to his salary or allowances for such period unless and until the period is covered by the grant of appropriate leave or the Governing Body of the college directs otherwise.

St. 21 (T.A.C.) (1) Casual leave on full pay may be allowed to a teacher of a college up to a maximum of fifteen days in any one academic year but such leave shall not be granted for more than five days at a time.

(2) Casual leave shall not be combined to the Paja holidays, the Summer recess or the Winter recess or to any other kind of leave.

(3) Sundays or holidays (other than the Paja holidays, the Summer recess or the Winter recess) preceding, falling within or succeeding the period of casual leave shall not be counted as part of casual leave.

(4) All casual leave to which any teacher of a college may be entitled during any academic year shall cease to be due to him at the end of such academic year and shall not be accumulated or carried over to the academic year following.

Explanation : For the purpose of this statute "casual leave" means leave to which a teacher may be entitled in any academic year by virtue of his being a teacher and may be availed of by him for short period on account of illness or urgent private affairs.

St. 22 (T.A.C.) (1) Every whole-time teacher of a college shall be entitled to avail leave on full pay (hereinafter referred to as earned leave) (a) the amount of earned leave admissible to a whole-time teacher of a college shall be fifteen days for first seven years and thereafter thirty days for each completed year of his actual service;

(b) earned leave may be accumulated and joined to any other kind of leave except casual leave :

Provided that when the earned leave due at any time amounts to two hundred and forty days, the teacher concerned shall cease to earn at his credit any further earned leave.

Explanation : "actual service" means the period which a teacher spends on actual duty and includes—

- the period covered by any casual leave but no other leave, granted to him;
- the period of the Paja holidays, the Summer recess and the Winter recess; and
- the holidays except such holidays as may fall within the periods as specified in (ii) above or casual leave or any other kind of leave that may be granted to him.

(c) No part-time teacher shall be entitled to any earned leave.

(2) Earned leave may be granted for such reasons as may be considered by the authority competent to grant such leave which may include—

- illness of the teacher concerned,
- illness of a member of the family of such a teacher,
- urgent private affairs, and
- arrangements preparatory to retirement :

Provided that—

- when earned leave is applied for on any of the grounds referred to in clause (a) or clause (b) the application shall be accompanied with a medical certificate from a registered medical practitioner;
- no teacher who has been granted earned leave under clause (a) on a medical certificate, shall return to duty without producing a medical certificate of fitness from a registered medical practitioner;
- the teacher of colleges who shall come under these Statutes for the first time, shall be entitled to have at their credit on the 'appointed day' earned leave accruing at the rate of as specified in this statutes, up to the maximum of two hundred and forty days.

St. 23 (T.A.C.) (1) The Principal of a college shall be competent authority for granting to sanction to a teacher of the college leave as under :—

- casual leave;
- earned leave for any period not exceeding fifteen days at a time.

(2) In the matter of sanctioning earned leave to a teacher exceeding fifteen days, the application for such leave shall be disposed of by the Governing Body of the College.

(3) Any application for leave by the Principal, except casual leave, shall be addressed to the President of the Governing Body of the college and the same shall be placed before the Governing Body for disposal.

(4) The President of the Governing Body shall be competent to sanction casual leave to the Principal.

(5) The Governing Body of the college shall, unless provided otherwise, sanction other kinds of leave as envisaged in these statutes.

St. 24 (T.A.C.) (1) Absence from duty of a whole-time teacher of a college on account of academic work elsewhere approved by the Governing Body of the college on account of obligations in regard to the National Cadet Corps or the Social Service Camp or similar other obligations shall be deemed to be on duty and such a teacher shall not be required to apply for casual or earned leave for the period of duty so undertaken.

St. 25 (T.A.C.) Leave of absence from duty with full pay for a period not exceeding twelve months may be granted to a whole-time teacher of a college by the Governing Body of the college for the purpose of enabling the teacher to acquire any qualification which, in the opinion of the Governing Body, will enhance his efficiency as a teacher in the college and such leave shall be called study leave.

St. 26 (T.A.C.) (1) A whole-time teacher of a college may be granted leave for pursuing studies in an institution considered by the Governing Body of the college as suitable for the purpose, for such period ordinarily not exceeding two years during the whole period of his service on conditions requiring the teacher to return to the college for a specified period of further service therein after the expiry of the leave as, the Governing Body may deem fit. Such leave shall be called special study leave.

St. 27 (T.A.C.) (1) Maternity leave may be granted to a whole-time woman teacher of a college who has been in the services of the college for at least nine months preceding actual the date of confinement. The total period of such leave, including the period of confinement, shall be such as that State Government may, by order, specify from time to time.

The total period of such leave shall be subject to such adjustment in phases as may be required in any particular case in consideration of the actual date of confinement.

Any application for maternity leave shall be accompanied with a medical certificate from a registered medical practitioner.

(2) Maternity leave may also be granted to a whole-time woman teacher of a college in cases of miscarriage, including abortion, for any medical ground as suggested by registered medical practitioner subject to the condition that in such a case, such leave shall not exceed forty five days and that the application for leave shall be supported by a medical certificate from a registered medical practitioner.

(3) Maternity leave granted under paragraph (1) or (2) shall not be debited against the leave account of the teacher concerned.

(4) Leave of any other kind except casual leave may be granted in combination with maternity leave, only if the application for the grant of such leave is supported by a medical certificate from a registered medical practitioner.

(5) Maternity leave as envisaged in paragraph (1) or (2) shall be granted by the Principal.

St. 28 (T.A.C.) Leave of absence from duty may be granted to a teacher of a college on full pay when he is directed by the Principal of the college not to attend his duties on account of occurrence of any infectious disease in his family or household. Such Leave may be granted, on production of a certificate from a registered medical practitioner, for a period not exceeding twenty one days, or in exceptional circumstances, thirty days. Such leave shall be called quarantine leave and may be combined with any other kind of leave, except casual leave. Quarantine leave so granted shall not be debited against the leave account of the teacher.

Explanation : (i) In order to determine "infectious disease" for the purpose of granting quarantine leave, the list maintained by the State Government indicating such diseases shall be followed.

(ii) "Chicken pox" shall not be treated as an "infectious disease" for the purpose of granting quarantine leave.

St. 29 (T.A.C.) (1) Every whole-time teacher shall be entitled to leave on half pay which may be commuted on medical ground only.

(2) the amount of leave on half pay admissible to a whole-time teacher of a college shall be twenty days for each completed year of service.

(3) Leave on half pay may be accumulated without any ceiling and combined with any other kind of leave except casual leave.

(4) Leave on half pay may be availed of on private affairs as well as on medical ground only.

(5) Leave on half pay may be commuted and such commuted leave not exceeding half of the amount of leave on half pay due may be granted on medical ground only, on submission of certificate in this behalf from a registered medical practitioner, subject to the following conditions—

(i) commuted leave out of the total accumulation of leave on half pay, shall be limited to a maximum of one hundred and eighty days during the entire period of service of a teacher.

(ii) when commuted leave is granted, twice the amount of leave on half pay due shall be debited against the leave account. Provided that the leave on half pay at the credit of a teacher shall not lapse except on the date of his retirement from service.

(iii) teachers who are granted or who availed of commuted leave for the maximum period of one hundred and eighty days, referred to in (i) above, shall be entitled to leave on half pay which remains due at credit, on half pay only.

(iv) Commuted leave may be combined with any other kind of leave except casual leave : Provided that the period of commuted leave and earned leave combined and sanctioned shall not exceed one hundred and eighty days on any one occasion.

Sl. 30 (T.A.C.) (1) Extra-ordinary leave without pay may be granted to a whole-time teacher of a college when no other leave is admissible to him or although other leave is admissible, he applies in writing for the grant of extra-ordinary leave. Such leave may be granted for such period and on such terms and conditions as the Governing Body of the college may deem fit.

(2) The Governing Body may commute retrospectively in the case of any teacher any period of absence from duty without leave into extra-ordinary leave.

(3) Except in the case of a permanent teacher, the duration of extra-ordinary leave shall not exceed three months on any one occasion.

(4) Unless, in consideration of the special circumstances of any particular case the Governing Body of a college decides otherwise, a teacher shall be deemed to have ceased to be in the service of the college after he has been continuously absent from duty for a period of five years.

Sl. 31 (T.A.C.) (1) Any teacher of a college who may be required by the Principal in the interests of the college, to work during holidays or recess, except for college or University examination duties, shall be entitled to leave of absence from duty for such number of days as may be determined by the Principal.

(2) Any leave granted under paragraph (1) shall be on full pay and shall be called compensatory leave.

Sl. 32 (T.A.C.) (1) At the request of a teacher of a college the Governing Body of the college may, by order, convert any kind of leave already granted into leave of a different kind, which may be admissible, with effect from such date as may be specified in the order; but a teacher shall not be entitled to claim such conversion of leave as a matter of right.

(2) If one kind of leave is converted into another, the amount of leave salary admissible shall be re-calculated and the arrears of leave salary shall be paid to, or, as the case may be, amounts overdrawn shall be recovered from, the teacher concerned.

Sl. 33 (T.A.C.) Except as otherwise specifically provided in these Statutes, any kind of leave may be granted in combination with or in continuation of any other kind of leave, other than casual leave.

Sl. 34 (T.A.C.) (1) Save as hereinafter provided, the provisions of these Statutes relating to leave shall apply to all whole-time teachers of colleges whether appointed before or after the commencement of these Statutes.

(2) If any such teacher of a college, on the date of the commencement of these Statutes is in actual enjoyment of more liberal terms regarding leave, such a teacher shall continue to enjoy the same;

Provided that, in such a case the teacher shall exercise, within a period of three months from the date of commencement of these Statutes, an option either to come under these Statutes or to remain under the old rules. The option so exercised shall be final and binding and shall not be changed thereafter, under any circumstances.

Sl. 35 (T.A.C.) (1) A part-time teacher of a college shall be entitled *Leave admissible to a part-time teacher* to the following kinds of leave :

(a) casual leave for ten days in an academic year; and

(b) extra-ordinary leave without pay for such period as may be determined by the Governing Body of the college in consideration of the special circumstances of any particular case.

(2) No other kind of leave shall be admissible to a part-time teacher of a college.

Sl. 36 (T.A.C.) (1) Cash equivalent to a maximum of two hundred and forty days of accumulated Earned Leave shall be termed as *Leave Salary and Cash equivalent* Leave Salary, which shall become payable as one time settlement on attaining the age of retirement on superannuation.

Provided that for calculating the "Leave Salary", the basic pay, dearness pay, personal pay and dearness allowances, as may be admissible on the date of retirement/ superannuation/termination, shall be taken into account.

(2) "Leave Salary" subject to maximum of two hundred and forty days Earned Leave at credit shall also become payable in the following cases :

(i) in the die-in harness case to the nominee(s) or the legal heir(s) of the deceased;

(ii) in the case of termination of service by notice or otherwise.

(iii) in case of Voluntary retirement, duly permitted by the competent authority.

(iv) in case of retirement due to invalidation;

(v) in case of resignation or quit of service before completing fifteen years of continuous service, the incumbent concerned shall be entitled to cash equivalent in respect of Earned Leave at his credit on the date of cessation of service to the extent of half of the accumulated amount, subject to maximum of one hundred and twenty days.

Sl. 37 (T.A.C.) A leave account shall be maintained by the Principal *Leave Account* of the college for every teacher thereof.

Sl. 38 (T.A.C.) (1) A teacher appointed on substantive basis to any *Lien* permanent post shall acquire a lien on that post and shall cease to hold any lien previously acquired on any other post.

(2) The lien on a permanent post which he holds substantively shall be suspended if the teacher is appointed in a substantive capacity—

(a) to a tenure post; or

(b) to a permanent post outside the cadre on which he is borne.

(3) The lien may also be suspended if the teacher concerned is deputed outside India or joins a foreign service under any Government in the interest of the State or on his own, or, in the circumstances not covered by the provisions of sub paragraphs (a) and (b) above, is transferred, whether in a substantive or officiating capacity, to a post in another cadre, and if in any of these cases, there is reason to believe that he will remain absent from the post on which he holds lien for a period of not less than four years.

(4) If a teacher is appointed substantively and confirmed to another permanent post either in the college or outside, his lien on the permanent post held earlier in the college shall be terminated, unless he indicates in writing his refusal to accept the appointment so made substantively in another permanent post. In such an event, the teacher concerned shall immediately report back to duty in the post on which he held lien.

(5) A teacher holding a substantive appointment in a college may be granted lien on his permanent post if he applies for the grant of lien consequent upon his obtaining an appointment either in another college or in any other establishment.

Provided that such a teacher shall submit the letter of appointment offered to him showing the nature of appointment and other terms and conditions of service in the new establishment.

(6) The period of lien shall initially be for a period of one year which may be renewed or extended if the teacher concerned is not confirmed in his services in the new establishment within that period :

Provided that the total period of lien so granted shall not ordinarily exceed two years.

(7) The lien of a permanent teacher shall continue when the services of such a teacher are requisitioned and he is permitted by the college to accept any Government or Semi-Government or contractual or tenure appointment or a tenure post in a Statutory Organization, Board or Council as approved by the Government or a University, in the interest of the public service or of the State or the University.

**Librarians and Non Teaching
Staff of Affiliated Colleges Other
Than Government colleges
(L & N.T.)**

St. 39 (T.A.C.) Every college shall abide by the pattern of holidays and recess as may be determined by the University from time to time. During the period of recess, only classes shall remain suspended. The minimum number of working days in a college in an academic year shall be determined by the Executive Council from time to time. The academic session of a college shall commence from the first day of July of every year and end on the thirtieth June of the year following. An academic session shall be divided into three different terms as follows :—

First Term

The first term of a college shall commence from the first day of July of every year and shall close on the day from which the Puja holidays commence.

Second Term

The second term shall commence from the date of re-opening of the college after the Puja holidays and shall continue till the Winter recess begins.

Third Term

The third term shall commence from the date of re-opening of the college after the Winter recess and shall continue till the Summer recess begins.

PART IV

PROVIDENT FUND

St. 40 (T.A.C.) (T.A.C.) Every whole-time teacher of a college shall subscribe to the college provident fund subject to such rules as may be framed in this behalf by the State Government from time to time.

St. 41 (T.A.C.) If any controversy arises in interpreting any of the provisions of these Statutes, the matter shall be referred to the University for interpretation.

STATUTES RELATING TO THE APPOINTMENT AND TERMS AND CONDITIONS OF SERVICE OF LIBRARIANS AND NON-TEACHING STAFF OF COLLEGES, OTHER THAN GOVERNMENT COLLEGES

In exercise of the power conferred upon it by clause (e) of section 47, read with section 48, of the Bardwan University Act, 1981 (West Bengal Act XXIII of 1981) the University makes the following Statutes :

The Statutes relating to Appointment and Terms and Conditions of Service of Librarians and Non-teaching staff of colleges affiliated to the University, other than Government colleges.

St. 1 (L. & NT) (1) These Statutes may be called the Statutes relating to Appointment and Terms and Conditions of Service of Librarians and Non-teaching staff of colleges affiliated to the University, other than Government colleges.

(2) This Statute shall come into force at once, paragraphs (7) and (8) of Statute 12 shall be deemed to have come into force on the 1st Day of November, 1989, and the remaining provisions of these Statutes shall come into force on such date as may be notified by the Executive Council.

(3) They shall apply to all Librarians and Non-teaching staff of colleges affiliated to the University, other than Government colleges.

St. 2 (L. & NT) For the purpose of these Statutes, the Librarians and the Non-teaching staff shall be classified as follows :

- Classification of employees*
- (a) Librarian, Deputy Librarian, Assistant Librarian and such other equivalent posts as may be sanctioned by the State Government;
 - (b) (i) Office Superintendent, Cashier, Accountant, Head Clerk, Senior Assistant/Upper Division Clerk/Senior Clerk and such other equivalent posts as may be sanctioned by the State Government;
 - (ii) Assistant/Office Assistant/Clerk/Lower Division Clerk, Library Assistant, Laboratory Assistant/Laboratory Instructor, Store Keeper, Caretaker, Stenographer, Typist, Record Keeper, Collection Clerk and such other equivalent posts as may be sanctioned by the State Government;
 - (iii) Driver, Laboratory Attendant, Skilled Bearer, Electrician, Mechanic, Carpenter, Unskilled Bearer, Messenger Peon, Office Peon, Durwan, Night Guard, Sweeper and such other equivalent posts as may be sanctioned by the State Government;
 - (c) any other category of Non-teaching staff.

St. 3 (L & NT) In these Statutes, unless the context requires otherwise, (a) the words and expressions used but not defined shall be interpreted to have the same meaning as they have in the Burdwan University Act, 1983 (West Bengal Act XXIII of 1983);

(b) "employee" in relation to the college means any person employed by the college as Librarian and Non-teaching staff, against regular sanctioned post;

(c) "year" means the period commencing from the first day of July and ending on the 30th of June following;

(d) "month" means a calendar month unless otherwise specified or made clear by the context. In calculating a period expressed in months and days, complete calendar month, irrespective of the number of days in each, should first be calculated and the odd number of days be calculated subsequently;

(e) "compensatory allowance" means an allowance granted to meet the personal expenditure necessitated by special circumstances in which duty is performed;

(f) "duty" means and includes what an employee is bound or required to do by the terms of his appointment and such other assignments as may be allotted to him from time to time by the Appointing Authority;

(g) "leave" means the privilege allowed to an employee of being absent from duty;

(h) "holiday" means (i) a Sunday, or (ii) a holiday prescribed and notified as such by the competent authority;

(i) "competent authority" means the Authority or Governing Body or Administrator or Principal or any other person authorised specifically for the purposes of these Statutes;

(j) "actual service" of an employee for the purpose of calculation of leave means the period which he spent on duty and also includes—

- (i) the period covered by any Casual Leave and Compensatory Leave but no other leave granted to him;
- (ii) the Puja holidays; and
- (iii) the college holidays except such holidays as may fall within the Puja holidays and any other leave that may be granted to him;

(k) "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 under the college to which he has been appointed substantively;

(l) "officiating to a post" means performing the duties of that post during temporary vacancy for any period caused by the non-availability of the permanent incumbent owing to some reason or other;

(m) "permanent post" means a post sanctioned without limit of time and declared as such, carrying a time scale of pay;

(n) "pay" means the amount drawn monthly by an employee as pay including Special Pay, Dearness Pay and Personal Pay in terms of his employment and conditions of service;

(o) "substantive pay" means the pay of the permanent post which an employee holds substantively but does not include Special Pay, Personal Pay or Dearness Pay which an employee is entitled to for his appointment to a permanent post substantively;

(p) "special pay" means an addition of the nature of pay to the emoluments of the employee in consideration of (i) the specially arduous nature of duties, or (ii) a specific addition to the work or responsibility;

(q) "subsistence grant" means a monthly grant to an employee who is not in receipt of pay or leave salary during the period of suspension;

(r) "personal pay" means an additional pay granted to an employee either to save him from loss of substantive pay or on the basis of individual and personal consideration on merits;

(s) "probationer" means a person appointed on probation against a substantive vacancy;

(t) "temporary post" means a post sanctioned for a limited period and declared as such;

(u) "medical certificate" means a certificate from a registered Medical Practitioner recognized by the State Government;

(v) "University" means the University of Burdwan.

St. 4 (L & NT) In these Statutes, the Appointing Authority means, the Governing Body/Adhoc Governing Body/Administrator of affiliated colleges empowered to make appointment to posts referred to heretofore or such other posts as may be created from time to time in accordance with the rules or orders as may be made and/or issued by the State Government in this behalf;

Provided that the Principal/Teacher-in-charge/Secretary to the Governing Body/Administrator of affiliated colleges shall sign and issue all

letters of appointment on behalf of the college on the recommendation of the concerned Standing Committee for selection to be constituted by the Governing Body of the college in the manner laid down in clause (a) and (b) of paragraph (1) of St. 5 (L. & NT).

St. 5 (L. & NT) (1) The following shall be the Standing Committee (i.e. *Standing Committee*) the purpose of selection of candidates for appointment to the posts as mentioned in St. 2 (L. & NT):

- (a) in respect of the posts envisaged in clause (a) of St. 2 (L. & NT):
 - (i) the Principal/Teacher-in-charge of the College—Convener;
 - (ii) one nominee of the Director of Public Instructions, West Bengal;
 - (iii) an expert in Library Science to be nominated by the Vice-Chancellor;
 - (iv) one Reader/Lecturer (Selection Grade) of the college to be nominated by the Governing Body;
- (b) in respect of the posts envisaged in sub-clauses (i) and (ii) of clause (b) of St. 2 (L. & NT):—
 - (i) the President, Governing Body of the College—Chairman;
 - (ii) the nominee of the State Government on the Governing Body;
 - (iii) one nominee of the Executive Council of the University (hereinafter referred to as the Executive Council);
 - (iv) one teacher—nominee of the Governing Body of the college;
 - (v) the Principal/Teacher-in-charge of the college Member-Convener.

(2) In the matter of prescribing minimum qualifications, determining the manner of inviting applications through newspaper advertisement, and observing the procedure of marking the candidates in respect of the posts envisaged in clause (a) of St. 2 (L. & NT), the orders of the State Government, as may be issued from time to time, shall be followed.

(3) In the case of a college where an Administrator has been appointed or an Adhoc Governing Body has been constituted by the University in place of the Governing Body, the Administrator/President of the Adhoc Governing Body shall be the Chairman-Convener of the Standing Committee and the Teacher-Member to serve on the said Committee shall be nominated by him and the Principal/Teacher-in-charge shall be a Member of the said Committee. There shall be one nominee of the State Government and one nominee of the Executive Council in such a Committee.

Provided that where no Teacher has been appointed substantively, inclusion of the Teacher-Member to the Standing Committee shall not be obligatory.

(4) In the absence of the President of the Governing Body of the college at a meeting, the members present shall elect a Chairman from amongst themselves.

(5) Three members of the Standing Committee shall form a quorum.

(6) The term of office of nominated members of the Standing Committee shall be two years from the date of nomination.

St. 6 (L. & NT) (1) (a) Whenever a vacancy occurs in any post, not being a promotional one and other than the posts mentioned in clause (a) of St. 2 (L. & NT), the Principal of the college shall arrange for getting such vacancy notified through newspaper advertisement and notification in the College Notice Board with intimation to the local Employment Exchange inviting applications in such form as may be prescribed by the appointing authority under Statute 4 (L. & NT):

Provided that in the case of a vacancy arising in a promotional post, the said vacancy shall be notified internally and circulated to all concerned.

(b) The necessary qualifications required for appointment to different non-teaching posts under these Statutes, other than the posts mentioned in clause (a) of St. 2 (L. & NT) (a), shall be such as may be determined by the appointing authority, subject to such orders as may be issued by the University and the State Government in this behalf.

(2) (a) All matters pertaining to processing of applications, procedure and mode of selection shall be determined by the concerned Standing Committee at its meeting convened for the purpose:

Provided that in determining the procedure and mode of selection to the posts mentioned in clause (a) of St. 2 (L. & NT), the provisions of paragraph 2 of St. 5 (L. & NT) shall be followed.

(b) In the case of selection to the post(s) mentioned in sub-clauses (i) and (ii) of clause (b) of St. 2 (L. & NT), and requiring specialised technical expertise in the field, the presence of the nominee of the Executive Council shall be necessary.

(c) All appointments to the permanent and regular vacancies shall be made on the basis of the recommendation of the concerned Standing Committee.

- (d) The recommendation of the Standing Committee shall be placed before the Governing Body of the College for approval and on being approved by it, letter(s) of appointment shall be issued by the Appointing Authority.
- (e) In the case of any dispute arising between the Standing Committee and the Governing Body of the College in regard to the recommendation made by the former, the Governing Body shall refer back the recommendations to the Standing Committee with its observations. If the Standing Committee reiterates its earlier recommendations and the Governing Body does not accept the same on reconsideration, the matter shall be referred to the University and the decision of the Executive Council in this regard shall be final and binding.

St. 7 (L & NT) (1) Whenever a permanent vacancy occurs in any of the posts referred to in sub-clause (i) of clause (b) of Statute 2, such vacancy shall normally be filled up by promotion from amongst the employees holding any of the posts referred to in sub-clause (ii) of clause (b) of the said Statute. In the matter of such promotion, efficiency, seniority including academic qualification, character rolls and attendance shall have to be taken into consideration :

Provided that in case no suitable candidate for such promotion is available, such permanent vacancy shall be filled up by direct recruitment in accordance with the procedure laid down for the purpose in Statute 5 and Statute 6.

(2) Whenever a permanent vacancy occurs in any of the posts referred to in sub-clause (iii) of clause (b) of Statute 2, in the matter of filling up of such vacancy, the procedure as laid down under Statute 5 and Statute 6 for direct recruitment shall be followed.

(3) (i) An employee appointed against a permanent vacancy shall be on probation ordinarily for a period of one year from the date of such appointment and the said period of probation may, at the discretion of the appropriate authority of the College, be extended for a further period not exceeding one year.

(ii) If, at any time during the period of probation, the probationer's work is not considered satisfactory, the probationer shall be discharged by the concerned authority.

(iii) On satisfactory completion of the period of probation to be supported by the report drawn in respect of the employee in Form No. 4

appended to these Statutes, the concerned employee shall be confirmed with effect from the date of his appointment on probation by an order in writing made by the Governing Body of the College in this behalf and the fact of such confirmation shall be communicated to the employee concerned :

Provided that if, on the completion of the period of probation, no such order of confirmation is made and communicated to the person concerned within a period of two months of the completion of the period of probation, the person concerned shall be deemed to have been confirmed with effect from the date of his appointment on probation.

St. 8 (L & NT) In observing the procedure of filling up the posts mentioned in Statute 2, either by direct recruitment or by promotion, the principal of reservation of post for Scheduled Caste and Scheduled Tribe candidates shall be followed, as far as practicable, as per orders issued by the State Government in this behalf from time to time.

St. 9 (L & NT) (1) An employee shall begin to draw the pay and allowances attached to a post to which he has been appointed with effect from the date he assumes the duties of that post and shall cease to draw the same when he ceases to discharge the duties.

(2) Unless otherwise provided in a contract, in the case of first appointment to a post, the pay shall be fixed at the minimum of the time scale applicable to that post :

Provided that an employee of the college who, while having a lien on a permanent post, is appointed to officiate to a higher post in that college, shall be eligible to draw in that higher post as initial pay, the pay at the stage of the time-scale of pay of the higher post next above his substantive pay in his substantive post :

Provided further that if he has on any previous occasion held substantively or officiated to the same post or to a post in the same or identical time scale, his initial pay shall not be less than the pay, other than Special Pay or Personal Pay, which he drew on last such occasion.

(3) An employee promoted to a post either substantively or in an officiating capacity may, at his option, retain his old pay until the date on which he has earned his next or any subsequent increment in the old scale and until he vacates his post or ceases to draw pay in that time scale. The option once exercised shall be final and binding.

(4) An increment shall ordinarily be drawn unless withheld as a penal measure. When an efficiency bar has been prescribed in a time scale, the increment next above the said bar shall not be allowed without the specific sanction of the Appointing Authority.

(5) Officiating or temporary service in another post including leave, other than extraordinary leave without pay, shall count towards increment in the time scale applicable to the post on which the person concerned holds a lien.

(6) All kinds of leave with pay (full pay or half-pay) will count towards increment in the time scale applicable to a post which an employee holds in a substantive, officiating or temporary capacity.

(7) When an employee carries on, in addition to his own duties, the duties of a post belonging to a category higher than that on which he holds a substantive appointment, he shall draw an additional 1/5th of pay of the minimum of the scale of pay of that higher post, provided he carries on such duties for a period of not less than one month.

(8) An employee of a Department or Branch of a Department discharging the duties of another employee belonging to the same classification, shall not be entitled to any additional remuneration for such duties.

SL 10 (L & NT) An employee on substantive appointment to a permanent post acquires a lien on that post and ceases to hold any lien previously acquired on any other post.

SL 11 (L & NT) (1) Leave shall be admissible to an employee on the basis of his actual service only and leave of absence from duty cannot be claimed as a matter of right and may on application by an employee of the college, be granted only when satisfactory grounds have been shown. When the exigencies of service so require, the authority competent to grant leave may refuse leave of any description except leave granted on medical ground or when such leave is granted revoke such leave or part thereof.

(2) No employee who is under suspension shall be granted any leave.

(3) Absence without leave shall render an employee subject to disciplinary action envisaged under Statute 30.

SL 12 (L & NT) (1) (a) Leave shall ordinarily commence on the date with effect from which it is actually availed of and terminate on the date preceding the date of resumption to duties :
Duration and general conditions of leave

Provided that Sundays and other holidays (not exceeding 3 days at a stretch) may be prefixed and/or affixed to leave. Prior sanction of the authority competent to grant leave shall have to be obtained in a case where the total number of holidays to be prefixed/affixed to the leave prayed for exceeds 3 days.

(b) When the day which immediately precedes the day on which an employee's leave commences or which immediately follows the day on which his leave is due to end is a holiday or is included in a series of holidays, such holidays may be combined with the leave and he may be permitted, as the case may be, to relinquish his duties and leave his station at the close of the days preceding such holidays or to return to his station and resume his duties on the forenoon of the day following such holiday(s).

(2) When an employee is permitted under sub-paragraph (b) of paragraph (1) to combine leave with any holiday(s), his leave shall be deemed to commence or end, as the case may be, on the date on which it would have commenced or ended, had it not been combined with such holiday(s).

(3) Except with the previous permission of the competent authority no employee on leave shall return to duty before the expiry of the period of leave granted to him.

(4) No employee who has been granted leave on medical ground shall return to duty until he produces a Medical Certificate of fitness, acceptable to the competent authority.

(5) Holiday(s) may be permitted to be combined with leave by the competent authority, but if any holiday falls between two periods of leave so as to result in a continuous period of absence from duty over the entire period, it shall be treated as part of the leave :

Provided that in the case of Casual Leave, the intervening Sunday(s) or holiday(s) shall not be part of the leave, but the total period of absence from duty of an employee including the intervening Sunday(s) or Holiday(s) shall not exceed consecutive five days.

(6) An employee, who remains absent from duty for any period after the end of the period of any leave granted to him, shall be deemed to be absent without leave during such period and shall not be entitled to any leave or other salary for the period of such absence unless his leave is extended by the competent authority so as to cover the total period of absence. Willful absence from duty after the expiry of leave may be treated as misconduct calling for disciplinary action.

*(7) An employee shall cease to earn 'Earned Leave' when the leave earned and due to him credit amounts to 240 days.

(8) *(a) Cash equivalent to leave salary subject to a maximum of 240 days' Earned Leave standing at the credit of an employee shall become payable in one lump sum as a one-time settlement to the employee on his attaining the age of retirement on superannuation, provided, however, that such leave may be availed of by the concerned employee either wholly or partly, as preparatory to retirement in lieu of encashment.

*(b) Cash equivalent to leave salary subject to a maximum of 240 days, Earned Leave at credit shall also become payable in the following cases :

- (i) in the case of death of the employee while in service, to his nominee(s) of the Provident Fund or in the absence of any such nominee, to the legal heirs of the deceased;
- (ii) in the case of termination of service of an employee by notice or otherwise, in accordance with the terms and conditions of his appointment;
- (iii) in the case of retirement from service on invalidation;
- (iv) in the case of voluntary retirement, as may be permitted by the competent authority;
- *(v) in the case when an employee resigns or quits the services of the college before completing fifteen years of uninterrupted service, he shall be entitled to cash equivalent in respect of Earned Leave at his credit on the date of cessation of service to the extent of half of the amount of such leave at his credit, subject to a maximum of 120 days.

(c) For the purpose of calculating 'Leave Salary' on retirement, the basic pay, dearness pay, personal pay and dearness allowances as may be admissible on the date of retirement/superannuation/termination shall be taken into account.

(9) No whole-time employee shall, while on leave or enjoying holiday(s), accept any salaried appointment or undertake any remunerative work other than work in connection with any examination conducted at the college, unless the competent authority has permitted to do so.

* indicates the provisions of St. 12 (I. & NT) (7), 8(a), 8(b), 8(h)(v) amended [Amendment assented to by the Chancellor on 30.10.2003]

(10) Unless in consideration of the special circumstances of any particular case, the Governing Body decides otherwise, an employee shall be deemed to have ceased to be in the service of the college after he has been continuously absent from duty for a period of five years.

(11) Subject to the provisions of Statute 22 and statute 23, the total period of continuous leave excluding extraordinary leave without pay granted to an employee other than on medical ground, shall not exceed twenty-four months.

(12) A leave account for other kinds of leave, except Casual Leave, shall be maintained in Form No. 1 appended to these Statutes and the leave account in respect of every employee shall be maintained according to the prescribed form. The Principal shall be responsible for its proper maintenance.

(13) In respect of Casual Leave, an account shall be maintained by the Principal in Form No. 2 appended to these Statutes.

(14) Every application for leave shall be made in writing.

(15) No leave shall be availed of before it has been granted by the competent authority :

Provided that when an employee is compelled by unavoidable circumstances to absent himself from duty before he has been granted leave, he shall forthwith report the full facts of the case to the competent authority and apply for leave if he has not done so already.

(16) If an employee is absent from duty without having been granted leave or without previous permission of the competent authority, or if he defaults without sufficient reason in reporting his absence from duty as required under paragraph (15), the competent authority may refuse him any leave he may have applied for or may treat the period of such absence of duty as extraordinary leave without pay.

(17) An employee, on his resumption to duties from any kind of leave, other than Casual Leave, shall report in writing the matter of resumption to duties forthwith to the leave sanctioning authority.

(18) If an employee deliberately violates any of the provisions of these Statutes providing for leave without sufficient reason, he shall be deemed to have committed an act of indiscipline and shall be liable for such penalties or punishment as the competent authority may prescribe.

Sl. 13 (L & NT) Subject to the general principles enunciated in the foregoing Statutes, the following kinds of leave may be granted to the employees :-

- (a) Casual Leave;
- (b) Earned Leave;
- (c) Half Pay Leave;
- (d) Extraordinary Leave (without pay);
- (e) Maternity Leave;
- (f) Quarantine Leave;
- (g) Leave Preparatory to Retirement;
- (h) Compensatory Leave;
- (i) Special Leave;

Sl. 14 (L & NT) (1) Casual Leave on full pay may be allowed to an employee upto a maximum of fourteen days in a year but subject to the provision of paragraph (5) of Statute 12 such leave shall not be granted for more than five days at a time. Such leave shall not also accumulate nor shall it be availed of in combination with the Puja Holidays or any other kind of leave.

(2) All Casual Leave to which an employee may be entitled during any year shall cease to be due to him at the end of the said year and shall not accumulate or be carried over to the year following.

Sl. 15 (L & NT) (1) Every employee of a college shall be treated as a non-vacation member of staff and such whole-time employee shall earn Earned Leave at the rate of one eleventh (1/11th) of the period of his actual service rendered.

(2) Earned Leave may be accumulated and joined to any other kind of leave except Casual Leave :

*Provided that when the Earned Leave standing at the credit of an employee amounts to 240 days, he shall cease to earn, or to have at his credit any further Earned Leave.

(3) The maximum amount of Earned Leave as may be granted at a time to an employee shall normally be restricted to 60 days.

* indicates the provisions of proviso to cl. (2) of Sl. 15 (L & NT) amended.

(Amendments assented to by the Chancellor on 30.10.2003)

(4) The Earned Leave accrued to an employee by dint of his services rendered in one position at the college shall be carried over to his Leave account on his subsequent appointment/promotion to any other position in the said college, provided, there is continuity in his service.

(5) Earned Leave may be granted for such reasons as may be considered by the Authority competent to grant such leave which may include -

- (i) illness of the employee concerned;
- (ii) illness of a member of the family of such an employee;
- (iii) private affairs of emergency nature; or
- (iv) arrangement preparatory to retirement.

Sl. 16 (L & NT) (1) Every whole-time employee of a college shall be entitled to Half-Pay Leave which may be commuted on medical ground only.

(2) The amount of Half-Pay Leave admissible to a whole-time employee of the College shall be 15 days for each completed year of service.

(3) Half-Pay Leave may be accumulated without any ceiling and may be combined with any other kind of leave except Casual Leave.

(4) Half-Pay Leave may be availed of on private affairs as well as on medical grounds.

(5) Half-Pay Leave at the credit of an employee shall not lapse except on his attaining the age of retirement on superannuation.

(6) Half-Pay Leave may be commuted, and such Commuted Leave, not exceeding half the amount of Half Pay Leave due, may be granted, on medical ground only on submission of certificate in this behalf from a registered medical practitioner, subject to the following conditions :

- (a) Commuted Leave out of the total accumulation of Half-Pay Leave shall be limited to a maximum of 180 days during the entire period of service of an employee :
Provided that the maximum amount of such Commuted Leave as may be granted at a time, shall be 60 days.
- (b) When Commuted Leave is granted, twice the amount of Half-Pay Leave shall be debited against the Leave Account.

- (c) An employee who is granted or avails of Commuted Leave for the maximum period of 180 days referred to in clause (a) shall be entitled to Half-Pay Leave, which remains due at his credit on Half-Pay only.
- (d) The maximum amount of Commuted Leave and Earned Leave combined and sanctioned shall not exceed 120 days on any one occasion.
- (e) The Half-Pay Leave accrued to an employee by dint of his service rendered in one position at the college shall be carried over to his Leave Account on his subsequent appointment/promotion to any other position in the said college, provided there is continuity in his service.

Sl. 17 (L & NT) (1) Extraordinary Leave (without Pay) may be granted to a whole-time employee of the college when (i) no other leave is admissible to him, or (ii) although other leave is admissible, he applies in writing for the grant of such leave.

(2) Except in the case of a permanent employee, the duration of Extraordinary Leave as may be granted at a time, shall not exceed 90 days.

(3) The Governing Body of the college may commute retrospectively in the case of an employee any period of absence from duty without leave into Extraordinary Leave.

(4) Extraordinary Leave may be granted for such period and on such terms and conditions as the Governing Body of the college may deem fit.

Provided that unless in consideration of the special circumstances of any particular case, the Governing Body of the college decides otherwise, an employee shall be deemed to have ceased to be in the service of the college after he has been continuously absent from duty for a period of five years.

(5) Extraordinary Leave may be combined with any other kind of leave except Casual Leave.

Sl. 18 (L & NT) (1) (a) Maternity Leave may be granted to a whole-time female employee Maternity Leave, who has been in the service of the college for at least nine months preceding the actual date of her confinement.

(b) The total period of such leave shall not exceed 90 days including the period of confinement.

(c) The total period of 90 days shall be subject to such adjustment in phases as may be required in any particular case in consideration of the actual date of confinement.

(d) Any application for Maternity Leave shall be submitted alongwith a medical certificate from a registered medical practitioner preferably specialized in Gynaecology and Obstetrics.

(2) Subject to the provision of sub-paragraph (a) of paragraph (1), Maternity Leave may also be granted to a whole-time female employee in cases of miscarriage or abortion, provided that in such cases, such leave shall not exceed 45 days and that the application for leave shall be supported by a certificate from a registered medical practitioner preferably specialized in Gynaecology and Obstetrics.

(3) Maternity Leave granted under paragraphs (1) and (2) shall not be debited against the Leave Account of the employee concerned.

(4) Leave of any other kind, except Casual Leave, may be granted in combination with Maternity Leave, only if the application for the grant of such other kind of leave is supported by a medical certificate referred to above.

Sl. 19 (L & NT) (1) Quarantine Leave may be granted to an employee when he is ordered by the competent authority not to attend his duties in the college on account of occurrence of any infectious disease in his family or household. Such leave may be granted for a period, not exceeding 21 days or, in exceptional circumstances, 30 days on the basis of a certificate from a registered medical practitioner. The leave so granted shall not be debited against the Leave Account of the employee.

(2) The employee, in whose family or household there is a presence of any infectious disease referred to in paragraph (1), shall forthwith inform the Appointing Authority through the Head of the Department concerned stating such facts in writing alongwith a medical certificate in this behalf from a registered medical practitioner.

(3) In order to determine infectious disease for the purpose of granting Quarantine Leave, the list maintained by the State Government indicating such diseases shall be followed :

Provided that 'chicken-pox' shall not be treated as an infectious disease for the purpose of granting Quarantine Leave.

(4) Quarantine Leave may be combined with any other kind of leave except Casual Leave.

St. 20 (L & NT) An employee desiring to avail of Earned Leave preparatory to retirement shall apply at least one month in advance.

St. 21 (L & NT) (1) Compensatory Leave may be granted to a whole-time employee when he is detained to perform duties during holiday(s), Sunday(s) and rest day(s) on being duly ordered by the competent authority.

(2) Such leave shall be granted for the equal number of days on which the employee concerned is detained for duty.

(3) No overtime or holiday allowance shall be admissible for the period for which Compensatory Leave is granted.

(4) Such leave shall be granted by the competent authority.

(5) Compensatory Leave shall be availed of within a period of one year of performance of duties on detention, unless otherwise decided by the Governing Body of the college.

St. 22 (L & NT) (1) An employee who is disabled to perform his duty due to injury accidentally sustained in course of his official duties or by illness resulting from the performance of any particular duty, which has the effect of causing or aggravating his illness or causing injury beyond the ordinary risk attaching to the post, may be allowed special disability leave for a maximum period of twenty four months.

(2) The Governing Body of the college shall be competent to grant such leave in terms of the provisions of Statute 23.

St. 23 (L & NT) The Governing Body of the college shall be competent to sanction any kind of leave envisaged in these Statutes on such terms as it may deem fit to any employee. It shall be competent, for reasons which it may consider, adequate, to vary, revise or cancel any kind of leave sanctioned either by itself or by any appropriate authority.

St. 24 (L & NT) (1) Subject to the provision of Statute 23 the Principal of the college shall be competent to sanction leave of the following categories to the extent specified against each,—

	NATURE OF LEAVE	EXTENT OF POWER
(a)	Casual Leave	To the full extent
(b)	Earned Leave	To the extent of 30 days
(c)	Half-Pay Leave	To the extent of 10 days
(d)	Compensatory Leave	To the extent of 10 days

(2) The Governing Body of the college shall be competent to sanction admissible leave beyond the extent specified in paragraph (1).

(3) In respect of other kinds of leave not mentioned in paragraph (1), the Governing Body of the college shall be competent to sanction the same.

St. 25 (L & NT) (1) An employee appointed on substantive basis to any permanent post shall acquire a lien on that post and shall cease to hold any lien previously acquired on any other post.

(2) The lien of an employee on a permanent post which he holds substantively shall be terminated if he is appointed in a substantive capacity—

(a) to a tenure post, or

(b) to a permanent post outside the cadre on which he is borne.

(3) If an employee holding a substantive appointment to a post and having confirmed therein, is subsequently confirmed to another permanent post, either at the college or in some other establishment, his lien on the permanent post held earlier in the college shall be terminated, unless the employee indicates in writing not to accept the appointment so made substantively to another permanent post. In such an event, the employee shall revert immediately to the post on which he holds lien.

(4) A confirmed employee shall not be left without a lien on any permanent post.

(5) (a) An employee holding a substantive appointment may be granted lien on his permanent post under the college, if he applies for grant of lien consequent upon his obtaining an appointment in any establishment outside the college.

Provided that such employee shall have to submit the letter of appointment showing the nature of appointment offered to him and the other terms and conditions of service in the new establishment.

Provided further that such employee shall be permitted to retain his lien for a period of one year initially which may be extended by another year if the employee concerned is not confirmed within a period of one year in the post in which he was appointed in the new establishment or if the employee is likely to be left without a lien on any permanent post.

- (b) The lien on the permanent post held by an employee under the college shall be terminated immediately on his confirmation to any other permanent post he joined with the approval of the college.

St. 26 (L & NT) Every employee of the college shall be entitled to pay and allowances conforming to the time scale of pay and rates of allowances as may be determined by the State Government in this behalf from time to time.

St. 27 (L & NT) Subject to the terms of contract in any particular case and the orders as may be issued by the State Government from time to time, every employee of the college shall retire from service with effect from the afternoon of the last day of the month in which he completes the 60th year of age.

St. 28 (L & NT) No whole time salaried employee of the college shall accept any employment with or without remuneration other than that of his office.

Explanation :

If any question arises whether any arrangement entered into by an employee amounts to employment within the meaning of this Statute, the matter shall be decided by the Governing Body of the College.

St. 29 (L & NT) (1) The normal working period shall be of seven hours' duration with recess for half an hour on all working days. The commencement of duty hours is normally to be based on fixed routine, subject to such variations as may be made in case of exigencies.

(2) Every employee, while reporting for duty, shall sign the Attendance Register. No employee shall be allowed to attend duties if he is late by one hour or more, unless permitted to do so by the appropriate authority.

(3) No employee shall leave the place of work during working hours without permission from the person in-charge of the office or Department concerned except on official business.

(4) If an employee, being present at the place of his duties, abstains or absents himself from work without permission of the appropriate authority or refuses to work at any time during the prescribed hours of work on any day, he shall, in addition to being liable to such disciplinary action as may be taken against him for dereliction of duty, be deemed to be absent without leave for such day and shall not be entitled to draw any pay or allowance for such day.

St. 30 (L & T) (1) (a) Every employee of the college shall be subject to disciplinary measures for reasons of—

- (i) violation of any term or condition of service;
- (ii) neglect of duty;
- (iii) violation of orders regarding attendance and office discipline;
- (iv) misappropriation and defalcation of funds;
- (v) insubordination or disregard or violation of the orders of the superior authority;
- (vi) conviction by a court of law for an offence involving moral turpitude;
- (vii) taking of illegal gratification;
- (viii) tampering with official records; and
- (ix) any other misconduct which, in the opinion of the Governing Body of the college, calls for disciplinary action.

(b) The Governing Body of the college shall be competent to impose such penalties upon the employee as it may deem fit in consideration of the gravity of the case mentioned in sub-paragraph (a) with any or more of the following,—

- (i) suspension;
- (ii) censure;
- (iii) withholding of increment(s) or promotion;
- (iv) recovery from pay of the whole or part of any pecuniary loss caused to the college by the employee;
- (v) reduction to a lower stage in the time scale of pay for a specified period with further direction whether or not the employee will earn increment(s) or pay during the period of such reduction;
- (vi) reduction to a lower time-scale of pay, grade, post or service with or without further directions regarding conditions of restoration, including protection of his seniority and pay on such restoration, to the grade, post or service from which the employee was reduced;
- (vii) premature retirement;
- (viii) removal or dismissal from service.

Explanation : I

The termination of employment shall not in the following cases be treated as removal or dismissal from service of—

- (a) a person appointed on probation during or at the end period of probation in accordance with the terms of appointment, or
- (b) a temporary employee on the expiry of the period of his appointment, or
- (c) a person engaged on contract in accordance with the terms of his contract.

Explanation : II

Premature retirement means that the Appointing Authority may get the employee retired compulsorily as a measure of punishment before he has attained the age of sixty years.

Explanation : III

Stoppage of any increment of an employee next above the efficiency bar in the time-scale of his pay on the ground of his unfitness to cross the bar shall not amount withholding of increments or promotion within the meaning of this Statute.

- (2) (a) In all cases of imposition of penalties the grounds on which it is proposed shall be reduced in the form of definite charge or charges and communicated to the employee concerned together with a statement of the facts considered while passing orders on the cases. The employee charged may put in a written statement of his defence for which he shall be given thirty days' time from the date of receipt of charge-sheet alongwith documentary evidence, if any. Upon receipt of the statement of defence from the employee or at the expiry of the period allowed for submission of his statement of defence, the authority concerned may, after examination of relevant facts and on consideration of the circumstances, either drop the case or decide to proceed further. If it is decided to proceed further, a formal enquiry shall be held informing the employee concerned of the penalty provisionally proposed to be taken against him and asking him to be present at the enquiry thereof, if he so desires, to produce further evidence in support of his defence. The authority concerned shall thereafter take decision on the findings of the enquiry. If, however, it is decided to impose the penalty, other than what was communicated to the

employee at the stage of the formal enquiry, another opportunity shall be given to him to submit a written statement against imposition of the other penalty/penalties within fifteen days from the date of receipt of the above communication by him in this respect and if considered necessary, a fresh enquiry shall be made and the evidence of such enquiry shall be taken into account before final orders are passed. In all cases principles of natural justice shall be followed and the employee shall be given adequate opportunities to defend his case :

Provided that no pleader or agent shall be allowed to appear at the enquiry on behalf of the college or the employee concerned.

- (b) An employee who is removed or dismissed from service shall not draw any pay or allowances from the date of such removal or dismissal is ordered to be effective.
- (c) The order of removal or dismissal from service shall not be given retrospective effect with reference to the date of the orders.
- (d) An employee under suspension shall be entitled to get subsistence grant as prescribed by the State Government in this behalf for their employees.
- (e) When the suspension of an employee is held to have been unjustifiable or not wholly justifiable, or when an employee who had been suspended, removed or dismissed from service is reinstated, the competent authority shall grant to him for the period of his absence from duty—
 - (i) if he is honorably acquitted, all financial benefit including promotion due, if any, as if he had not been suspended, dismissed or removed.
 - (ii) if otherwise, such proportion of pay and allowances as the authority concerned may prescribe.
- (f) In a case falling under clause (i) of sub-paragraph (e), the entire period of absence from duty shall be treated as the period spent on duty. In a case falling under clause (ii) of that sub-paragraph, the relevant period may be treated as on duty or leave as the authority concerned may direct.
- (g) The amount of subsistence grant or proportion thereof if any, already drawn shall be deducted from the pay and allowances which may be granted under this Statute.

- (3) An employee aggrieved by an order imposing upon him any penalty or penalties specified in sub-paragraph (b) of paragraph (1) may prefer an appeal to the Governing Body of the college within thirty days from the date of receipt of the order imposing the penalty or penalties. The Governing Body shall, on receipt of the appeal, examine it *threadbare* and take a decision in the matter :

Provided that if the concerned employee is not satisfied with the decision taken by the Governing Body, he may prefer an appeal to the Vice-Chancellor of the University within thirty days from the date of communication to him of the decision taken by the Governing Body. The appeal shall be decided and disposed of by the Executive Council of the University within ninety days in the manner as it may consider expedient and the decision taken by it shall be final.

Sl. 31 (L & NT) The Principal shall maintain and keep an up-to-date Age Register in respect of all employees of the college in which he shall enter—

- (a) the name and designation of every employee,
- (b) the date of his birth,
- (c) the date of his first appointment under the college,
- (d) his age on the date of such appointment,
- (e) the date on which he is due to retire, and
- (f) remarks, if any.

Explanation :

All entries relating to the age of an employee of the college shall be made on the basis of his age as recorded in his Matriculation, School Final, Higher Secondary or Madhyamik Examination Certificate or the certificate of any such First Public Examination, as the case may be, passed by him :

Provided that where an employee has not passed any of the aforesaid examinations, the Governing Body of the college shall decide in each particular case the basis on which the date of birth of the concerned employee is to be recorded.

Sl. 32 (L & NT) With a view to maintaining uniformity, the Executive Council shall prescribe the annual list of holidays to be followed by the colleges, other than the Government colleges.

Sl. 33 (L & NT) A Service Book containing the service records in respect of every employee of the college shall be maintained in Form No. 3 appended to these Statutes and the Principal of the college shall be responsible for its updating and proper maintenance.

Sl. 34 (L & NT) (1) In any case not expressly provided for in these Statutes, the Governing Body of the college may obtain such directions from the University as may be deemed necessary in the special circumstances of the case.

(2) If any controversy arises in interpreting any of the provisions of these Statutes, the matter shall be referred to the University for interpretation and the decision of the Executive Council in this regard shall be binding on all concerned.

In exercise of the power conferred by section 48, read with section 47, and section 21, of the Burdwan University Act, 1981 (West Bengal Act XXIII of 1981), the Executive Council of the University of Burdwan hereby makes the following amendment in the Statutes relating to the election procedure to the Court, the Executive Council, the Faculty Councils for Post-graduate Studies, the Councils for Under-graduate Studies and other Authorities of the University (hereinafter referred to as the said Statutes) :

Amendments/Incorporation of certain provisions in the Burdwan University First Statutes

- Amendment of clause (1) of Statutes 8 (Const.) of the Statutes Relating to Election Procedure to the Court, etc. (vide Chancellor's Secretariat Letter No. 1726-Edn(U) dated 5/6.8.83) :

"Notwithstanding anything contained in these Statutes, for the purpose of constituting the Electoral College which shall elect two regular students of affiliated colleges to the Court in pursuance of clause (xxi) under the heading '(b) elected members' of sub-section (1) of Section 17 of the Act read with paragraph (3) of Statute 6 (Const.), each college or institution shall be a unit which shall elect the proportionate number of electors on the basis of one elector for every one hundred regular students or part thereof numbering not less than 50; provided that a college or institution having on its roll students less than 100 in number but not less than 30 shall also be deemed a unit and shall elect one representative on the Electoral College".

Amendment of paragraph (4) of Statute 19 (Const.) of the Statutes Relating to Election Procedure to the Court, etc. (vide Chancellor's Secretariat Letter No. 1078-Edn (U) dated 25.6.85) :

"(4) The term of office of the Dean of a Faculty Council for Post-graduate Studies shall be two years from the date of his election as Dean ;

Provided that in the case of election of a Dean for the first time for each of the Faculty Councils for Post-graduate Studies under the provisions of the Act, the said period of two years shall be computed from the appointment date as referred to in sub-section (5) of Section 57 of the Act ;

Provided further that till a new Dean is elected the outgoing Dean shall continue to function as such."

In Chapter VI of the said Statutes, after Statute 15 (Const.), insert the following Statute :

St. 15A (Const.) For the purposes of constitution of, and election to, the Faculty Council for Post-graduate Studies in Medicine in terms of sub-section (3A), read with sub-section (1), of section 22 of the Act, the procedure laid down in Statute 13 (Const.) and Statute 14 (Const.), read with Statute 10 (Const.) and Statute 12 (Const.), shall be followed."

Sd/- K. V. Raghunatha Reddy

8.12.94

Chancellor

University of Burdwan

In exercise of the power conferred by section 48 read with section 47, and section 21, of the Burdwan University Act, 1981 (West Bengal Act XXIII of 1981), the Executive Council of the University of Burdwan hereby makes the following amendments in the Statutes relating to constitution of the Boards of Research Studies, the Boards of Post-graduate Studies and the Boards of Under-graduate Studies (hereinafter referred to as the said Statutes) :

Amendments

In the said Statutes:—

(1) in Statute 3 (B. S.), in paragraph (2),—

(a) in clause (B), after the words "not pertaining to", insert the words "Medicine, and";

(b) after clause (D), insert the following clause :

"(E) In respect of the subjects of studies pertaining to Medicine as enumerated in clause (D) of paragraph (1) of Statute 4 (B.S.), there shall be a separate Board of Research Studies for each such subject :

(1) the Dean of the Faculty concerned, who shall be the Chairman (ex-officio) ;

(2) the Head of the relevant Department of Burdwan Medical College, Burdwan ;

(3) all Professors of the relevant Department of Burdwan Medical College, Burdwan ;

(4) two Teachers, other than Professors, of the subject concerned nominated by the Vice-Chancellor in consultation with the Dean; and

(5) three external experts in the subject or subjects concerned appointed by the Vice-Chancellor on the recommendation of the relevant Board of Post-graduate Studies";

(2) in Statute 4 (B. S.)—

(1) in paragraph (1), after clause (C), insert the following clause:—

"(D) THE FACULTY COUNCIL FOR POST-GRADUATE STUDIES IN MEDICINE :

(i) Anatomy, (ii) Bio-Chemistry, (iii) Ophthalmology, (iv) Gynaecology and Obstetrics, and (v) such other subjects in other branches of Medicine as may be introduced under the authority of the Executive Council";

(2) in paragraph (2), after clause (B), insert the following clause :

"(C) In respect of a subject belonging to the Faculty Council for Post-graduate Studies in Medicine :

(1) the Principal, Burdwan Medical College, Burdwan who shall be the Chairman (ex-officio) ;

(2) the Head of the relevant Department(s) of Studies of the Burdwan Medical College, Burdwan ;

(3) all whole-time Teachers, not below the rank of Lecturer, of the relevant Department(s) of Studies of the Burdwan Medical College, Burdwan and

(4) three external experts in the subject or subjects concerned to be co-opted by the members as specified in sub-clauses (1), (2) and (3) at a meeting convened for the purpose ;

Provided that such Board of Studies shall not be deemed to have been constituted until the co-option of the external expert members is completed".

Sd/- K. V. Raghunatha Reddy

8.12.94

Chancellor

University of Burdwan

In exercise of the power conferred by section 48, read with section 47, and section 21, of the Burdwan University Act, 1981 (West Bengal Act XXIII of 1981), the Executive Council of the University of Burdwan hereby makes the following amendment in the Statutes relating to Constitution, Powers and Functions of the Governing Bodies of Affiliated Colleges other than Government Colleges (hereinafter referred to as the said Statutes) :

Amendment

In Statute 2 (G. B.) of the said Statutes, for paragraph (4), *substitute* the following paragraph :

'(4) "donor", in relation to a college, means a person, or a body or/ an association who/which has made a donation to the college of a sum amounting to not less than rupees twenty-five thousand or such amount as may be determined by the Executive Council from time to time or has made over to it a property which, in the estimation of the Executive Council, is of the said valuation:

Provided that the Executive Council shall be competent to frame rules to determine the conditions under which a person, or a body or an association shall become eligible to be a "donor" as also the procedure of election of donor representative on the Governing Bodies of the affiliated colleges envisaged in clause (vi) paragraph (1) of Statute 3 (G. B.)'.

Sd/- K. V. Raghunatha Reddy

8.12.94

Chancellor

University of Burdwan

KAZI NAZRUL UNIVERSITY



**THE FIRST STATUTES
2014**

ASANSOL, BURDWAN

CHAPTER-VIII
LEAVE RULES FOR THE TEACHERS
OF AFFILIATED COLLEGES

80. Leave not to be claimed as of Right:

- (1) Leave of absence from duty cannot be claimed as a matter of right and may, on application by a teacher / Principal of a college, be granted only when satisfactory grounds have been shown. When the exigencies of service so require, the authority competent to grant leave may refuse leave of any description or when any such leave is granted, revoke such leave or part thereof.
- (2) No teacher /Principal who is under suspension shall be granted any leave.
- (3) Absence without leave shall render a teacher/ Principal subject to such disciplinary action as may be provided in the "Disciplinary Rules" provided by Statutes.

81. Application for Leave: All applications for leave or for extension of leave shall be made in writing and addressed to the Principal/President of the Governing Body in case of Principal and sanction for the leave or extension of leave, as the case may be, applied for, shall be obtained before it is availed of:

Provided that if the authority competent to grant the leave is satisfied that it was not possible to apply for or obtain the sanction of the leave of absence beforehand, leave may be granted with retrospective effect but all applications for leave with retrospective effect shall be filed at the earliest possible opportunity.

82. Duration of Leave:

- (1) Leave ordinarily shall commence on the date with effect from which it is actually availed of and terminate on the date preceding the date of resumption of duty:
Provided that Sundays or holidays can be prefixed or suffixed to leave, so, however, that for the purpose of prefixing or suffixing to leave holidays exceeding three days ; previous sanction of the authority competent to grant the leave shall be obtained.
- 2) Except with the previous permission of the authority granting the leave no teacher/Principal on leave may return to duty before the expiry of the period of leave granted to him.

23. **Computation of Absence in Certain Cases:** If a teacher of a college is absent from duty on all the days of a week on which he has been assigned duties, whether such days are consecutive or not, she/he shall be deemed to be absent from duty for the whole of the week.

24. **Leave not to Extend Beyond the date of Retirement:** No leave shall be credited in the leave account of a teacher/ Principal after she/he retires on superannuation or retires voluntarily or resigns.

25. **Recalling from Leave:** The Principal/the President of the Governing Body of a college, may in his discretion, recall any teacher/ Principal of the college, as the case may be, to duty, at any time, who may be on leave, except on medical grounds, and when a teacher/Principal is so recalled to duty she/he shall be granted such travelling allowances as the Principal/the President, as the case may be, may consider reasonable.

26. **Overstay:** If the teacher of a college has been granted leave to which holidays have been sufficed or prefixed and the teacher/ Principal absents himself from duty beyond the expiration of such holidays, shall be treated as absence from duty without leave and he shall not be entitled to his salary or allowances for such period unless the Governing Body otherwise directs.

27. **Types of Leave:** Subject to the foregoing general principles "leave" shall mean (i) Casual Leave; (ii) Earned Leave; (iii) On Duty Absence; (iv) Study Leave; (v) Special Study Leave; (vi) Maternity Leave and Child Adoption Leave; (vii) Quarantine Leave; (viii) Medical Leave/ Half Pay Leave; (ix) Commuted Leave; (x) Extraordinary Leave; (xi) Compensatory Leave; (xii) Leave Not Due; (xiii) Special Disability Leave; (xiv) Child Care Leave.

28. **Casual Leave:**

- (1) Casual leave on full pay may be allowed to Teacher/ Principal of a college up to a maximum of fourteen days in any one academic year but not more than four days at a time.
- (2) Casual leave cannot be combined with any other kind of leave or Puja holidays or the Summer Recess or Winter Recess, but can be prefixed or sufficed to Sundays, other holidays and weekly offs, provided such leave shall not exceed seven days at a time including Sundays, holidays and weekly offs.

(3) Sundays or holidays other than Puja holidays falling within or succeeding the period of casual leave shall not be counted as part of casual leave.

(4) All casual leave to which any teacher/ Principal of a college may be entitled during any academic year shall cease to be due to him at the end of such academic year and cannot be accumulated or taken over or brought forward to any other academic year.

(5) A teacher/Principal on casual leave shall not be treated as absent from duty.

Explanation: For the purpose of this Statute "casual leave" means leave to which a teacher/Principal may be entitled in any academic year by virtue of his being a teacher/ Principal and may be availed of by him for a short period on account of illness or urgent private affairs.

29. **Earned Leave:-**

(1) Earned Leave is the leave which is earned by a teacher/ Principal by discharge of duties for a certain period as mentioned herein below and granted to him at the discretion of the authority granting such leave. Unless otherwise compelled by the exigencies of circumstances, all applications for earned leave shall be made at least seven days prior to the date on which the concerned teacher/ Principal proposes to proceed on leave for twenty days or more. Prior sanction should be obtained before leaving station and/or proceeding on leave as well as for extension of leave even if the period of leave applied for is less than twenty days.

(2) Every whole-time teacher / Principal of a college shall be entitled to earned leave on full pay and allowances:

- (i) during the first seven academic years of service, to the extent of fifteen days for every completed twelve months of active service, and
- (ii) from the eighth year of service onwards to the extent of thirty days for every additional completed twelve months of active service plus
- (iii) Earned leave admissible to a teacher shall be one third of the period, if any, during which he is required to perform duty during vacation by the college authority or equal to one-eighth of the period spent on actual service in extra-vacation department.

subject to a maximum of thirty days in a calendar year provided that the upper limit of accumulation of earned leave shall not exceed three hundred days.

Provided that when the earned leave accumulates to three hundred days the teachers shall cease to accumulate any further such leave or taken over or brought forward to any further period.

Explanation: - "Active Service" means the period which a teacher/ Principal spends on actual duty and includes:-

- (i) the period covered by any casual leave but no other leave granted to him;
- (ii) the period of the Puja holidays, the Summer Recess and the Winter Recess, if any, and
- (iii) the holidays except such holidays as may fall within the periods as specified in item above or casual leave or any other kind of leave that may be granted to him.

(2) Earned leave may be granted for such reasons as may be considered by the authority competent to grant such leave, which may include:-

- (a) illness of the teacher concerned,
- (b) illness of a member of the family of such teacher,
- (c) urgent private affairs,
- (d) higher study or training, and
- (e) rest preparatory to retirement.

Provided that -

- (i) when earned leave is applied for on any of the grounds referred to in Clause (a) or Clause (b), the application shall be accompanied by a medical certificate signed by a registered medical practitioner.
 - (ii) no teacher who has been granted earned leave under Clause (a) on a medical certificate may return to duty without producing a medical certificate of fitness signed by a registered medical practitioner.
- (3) The maximum period of earned leave that may be granted at a time shall not normally exceed Sixty days. Earned leave exceeding sixty days but not more than one hundred and eighty days at a time may be sanctioned in case of higher study/training/leave with medical certificate.
- (4) The leave account of every teacher shall be credited with earned leave, in advance, in a single installment of fifteen days on the first day of July for each of the first seven years of

service and two installments of fifteen days on the first day of July and January of every academic year from the eighth year of service onwards. And as such the earned leave may be credited at the rate of two and a half days for each completed calendar month for those who have completed seven years of service and at the rate of one and one-fourth day for those who are in the first seven years of service. Ultimate fraction of a day shall be rounded off to a nearest integer. The period of any leave without pay shall be extended from the calculation of earned leave.

(5) Earned leave can be combined with any other kind of leave except casual leave.

(6) When a teacher moves from one college to another on lien or otherwise, his accumulation of earned leave/ half-pay leave in the new college will be as per previous accumulation of leave i.e. in other words his leave account will be a continuous procedure. In such cases, Earned Leave available to the credit of a serving teacher including Principals prior to 01.01.2009 as per previous norms shall be carried forward and counted for calculation of total leave encashment at the time of superannuation.

90. On Duty Absence:

(1) Absence from duty of a teacher with the permission of the Principal/Teacher-In-Charge of the college and in case of the Principal, the permission of the President of the Governing Body, on account of duties assigned (with supporting necessary document) by the affiliating University, Government or any constitutional authority or the college or the Public Service Commission or the College Service Commission or the School Service Commission etc.; or on account of obligations in regard to the NCC or the Social Service Camps and similar other obligations shall be deemed to be on duty absence and shall not be counted towards casual or earned leave.

(2) Absence from duty of a teacher with the permission of the Principal/ Teacher-In-Charge of the college and in case of the Principal, the permission of the President of the Governing Body, on account of attending Orientation Programme, Refresher Course, Participation and Presentation of Paper in a seminar/ workshop/ symposium/ conference at state/ national/ international level; for seminar presentation/appearance in viva-voce in connection with M.

Phil/Ph. D Course Work, M. Phil/Ph. D Registration, M. Phil/Ph. D Dissertation, and receipt of M. Phil/ Ph. D degree in convocation.

- (3) On duty absence shall not exceed more than thirty working days in a calendar year, notwithstanding the additional claim for the same may be admissible under the above clauses. In cases of such additional claim, the teacher shall be granted due and admissible leave as far as possible by the Principal/ Governing Body, as the case be. On duty absence is admissible with full pay and allowances.

91. Study Leave:

- (1) Study leave with full pay for advanced study and research directly related to his work in the College may be granted to a teacher by the Governing Body of the college subject to approval of the Higher Education Department provided the concerned teacher has put in at least three years of service and is not due to retire therefrom within five years of his return from such leave.
- (2) There shall be a gap of at least three years between two periods of such leave.
- (3) The amount of scholarship, fellowship or other financial assistance that a teacher, has been awarded will not preclude his being granted study leave with pay and allowances provided the scholarships etc. so received shall be taken into account in determining the pay and allowances on which the study leave may be granted.
- (4) An application of study leave with particulars of international assignments, Scholarship/ Fellowship or financial assistance including travel grant, if any statement of nature of works enclosed with supporting documents has to be submitted ordinarily two months before the applicant intends to avail of such leave.
- (5) Study leave on full pay (without allowances in India and with Dearness Allowance outside India) may be granted for a maximum period of twelve months at any one time and twenty four months in all during the entire service period. However, such leave may not be granted by the Executive Council/ Governing Body in case the number of teachers sanctioned study leave in any department in any given period is likely to affect the academic programme of the concerned department.
- (6) If the concerned employee shall receive any pay, allowance,

stipend, scholarship, fellowship from any source other than the College while on study leave, leave salary shall be reduced to the extent as followed in the case of University teachers

- (7) A teacher granted study leave shall on her return and re-joining the service of the college may be eligible for the benefit of the annual increment (s) which he would have earned in course of time if he had not proceeded on study leave. No teacher shall however, be eligible to receive arrears of increments.
- (8) Study leave shall count as service for Pension/ Contributory Provident Fund, provided the teacher joins the college on the expiry of his study leave.
- (9) Study leave granted to a teacher shall be deemed to be cancelled in case it is not availed of within twelve months of its sanction:
Provided that where study leave granted has been so cancelled, the teacher may apply again for such leave.
- (10) A teacher availing himself of study leave shall submit a written undertaking that he shall serve the college for a continuous period of at least three years to be calculated from the date of his resuming duty after expiry of the study leave failing which he shall have to refund the emoluments received from the Government/ college/ UGC during the period of study leave. If such undertaking not provided and the incumbent leaves the service, the Principal/Teacher-in-Charge of the College will be responsible to get the refund or recompense the college for the same.
- (11) After the leave has been sanctioned, the teacher shall before availing himself of the leave execute a bond in favour of the college binding himself for the due fulfilment of the conditions laid down in sub-clause above.

92. Special Study Leave:

- (1) A whole-time teacher of a college may be granted leave with full pay and Dearness allowances for pursuing study or research in an institution considered by the Governing Body of the college as suitable for the purpose, subject to the approval of the Higher Education Department, for such period ordinarily not exceeding twelve months during the whole period of his service, provided that the concerned Teacher has put in at least three years of continuous service and not to retire therefrom within 5 years of his return from such leave:

Provided that any application for special study leave with particulars of institutional assignments, financial assistance inclusive of travel grants, if any, with supporting documents should be submitted to the Governing Body at least one month before the start of the leave applied for.

- (2) The teacher of a college shall furnish an undertaking that he shall serve the college for at least three years on his return from study leave on such terms and conditions as the college may decide failing which he shall be required to refund the amount paid to him as leave salary for the period of Study Leave:

Provided that if the concerned employee is receiving any pay, allowance, stipend, scholarship, fellowship from any source other than the college while on study leave, leave salary shall be reduced to the extent as followed in the case of University teachers.

93. **Leave during Probation Period:** For a teacher during 'appointment on probation', which means appointment on trial before confirmation and shall be confirmed and made permanent only on satisfactory completion of the period of probation, will be eligible during the period of probation for Casual Leave (maximum fourteen days in a year and which shall not be combined with any other kind of leave) and Extraordinary Leave (on any occasions in excess of three months in a year, and with no leave salary/leave with pay is admissible for this period).

94. Maternity Leave:

- (1) Maternity leave with full pay and allowances may be granted to a whole time lady teacher on full pay for a period not exceeding 180 days including the period of confinement as per advice of a registered medical practitioner.
- (2) Maternity leave, combined with any other kind of leave, may be granted only if the application is supported by a medical certificate signed by a registered medical practitioner.
- (3) Maternity leave may also be granted to a lady teacher of a college on full pay in cases of miscarriage, including abortion, subject to the condition that such leave shall not exceed six weeks and that the application for leave shall be supported by a medical certificate signed by a registered medical practitioner.
- (4) Maternity leave shall not be debited to leave account though

to be recorded in Service book. In case of legal adoption of a child, in pursuance of the Memorandum of Finance Department, Government of West Bengal, No. 9728-F (P) dated 24th October 2011, a female employee of the College with less than two surviving children, adopts a child of less than one year, shall be entitled to one hundred and thirty five days 'Child Adoption Leave'. Such leave shall be independent and over and above of any other form of leave, and shall not be debited to leave account though to be recorded in Service book. In continuation of the same, she may avail leave of any kind due and admissible, for a period of up to one year or till the child is one year old, whichever is earlier. Herein, leave not due and commuted leave up to sixty days without production of Medical certificate is admissible. However, no leave on account of maternity leave shall be allowed in such cases of adoption.

- (5) Notwithstanding the above, till such time Government Order from appropriate authority applicable to the affiliated colleges has been issued and has been duly notified in the University Regulation, Child Care Leave cannot be availed by any teacher of the affiliated colleges.

95. **Quarantine Leave:** Leave of absence from duty may be granted to a teacher/Principal/ Teacher-in-Charge of a college on full pay when he is ordered by the Principal or Teacher-in-Charge/the President of the Governing Body of the college, as the case may be, not to attend his duties on account of the presence of any infectious disease in family or household. Such leave may be granted, on a certificate signed by a registered medical practitioner, for a period not exceeding twenty-one days, or in exceptional circumstances, thirty days. Such leave shall be called quarantine leave and may be combined with any other kind of leave except casual leave. Quarantine leave shall not be debited to leave account.

96. Medical Leave/Half Pay Leave:

- (1) A whole-time teacher/ Principal/ Teacher-in-Charge of a college shall be entitled to half-pay leave for twenty days for each completed year of service. Such leave may be granted on medical ground on the basis of medical certificate from a registered medical practitioner as well as on the ground of private affairs.

- (2) Half-pay leave may be combined with any other kind of leave except casual leave.
- (3) Half-pay leave may be accumulated up to a maximum of seven hundred and twenty days during the entire period of service.

97. Commuted Leave:

- (1) A teacher/Principal/ Teacher-in-Charge shall be entitled to commute the half-pay leave that he has earned to full pay leave on medical ground subject to production of a certificate from a registered medical practitioner:
Provided that when such commuted leave is granted, twice the amount of half-pay leave shall be debited against the half-pay leave due:
Provided further that the total commuted leave that may be granted to a teacher shall not exceed one hundred and eighty days during the whole period of service of the teacher.
- (2) Half-pay leave up to a maximum of one hundred and eighty days may be allowed to be commuted during the entire service period of a teacher (without production of medical certificate) provided such leave is utilized for an approved course certified to be in the interest of the college by the Governing Body.
- (3) Commuted leave may be combined with any other kind of leave except casual leave.

98. Extraordinary Leave:

- (1) Extraordinary leave without pay and allowances may be granted to a teacher/ Principal/ Teacher-in-Charge in special circumstances:
 - (i) when no other leave is admissible to her/him, or
 - (ii) when the other leave is admissible, but still he applies in writing for the grant of extraordinary leave.
- (1) Except in case of a permanent teacher/ Principal / Teacher-in-Charge, the duration of extraordinary leave shall not exceed three months on any one occasion.
Provided that when such a teacher/Principal is undergoing treatment for tuberculosis in a recognised hospital or at an approved sanatorium or at his residence under a specialist recognised as such by the Governing Body or for leprosy in a recognised leprosy institution by a Medical Officer of Health Department or a specialist in leprosy recognized as such by the Governing Body he may, subject to such conditions as may

be prescribed by the Governing Body, be granted extraordinary leave for a period not exceeding twelve months.

- Note: (a) The concession of extraordinary leave up to twelve months under the provision above shall be admissible to a teacher/Principal if he produces a certificate by the Superintendent of the hospital or the specialist, as the case may be, to the effect that he has reasonable prospect of recovery on the expiry of the leave recommended.
- (b) The concession of extraordinary leave under the proviso above will be admissible only to those teachers who have been in continuous service for a period exceeding one year.
- (4) The authority empowered to grant leave may commute retrospectively period of absence from duty without leave into extraordinary leave.

99. Compensatory Leave: - Any teacher of a college who may be required, in the interests of the college, to work during holidays shall be entitled to compensatory leave for an equal number of days for which he is so required to work during the holidays. There will be no accumulation of such compensatory leave and it is to be availed within three months from the date of accrual.

100. Leave not Due:

- (1) 'Leave not due' with half pay may be granted by the Governing Body to a Teacher/Principal/ Teacher-in-Charge for a period not exceeding 360 days during the entire period of service, out of which not more than 90 days at a time and 180 days in all may be otherwise than on medical ground. Such leave shall be debited against the half-pay leave earned by him subsequently.
- (2) 'Leave not due' generally shall be granted in exceptional cases of illness.
- (3) 'Leave not due' shall not be granted unless the Governing Body is satisfied that as far as can reasonably be foreseen, the teacher/Principal will return to duty on the expiry of the leave and earn the leave granted.
- (4) A teacher/Principal/ Teacher-in-Charge to whom 'Leave not due' is granted shall not be permitted to tender his resignation from service so long as the debit balance in his

leave account is not wiped off by active service or he refunds the amount paid to him as pay and allowances for the period not so earned. In a case where retirement is unavoidable on account of ill health, incapacitating the teacher/Principal/Teacher-in-Charge for further service, refund of leave salary for the period of leave still to be earned may be waived by the Governing Body.

Provided that the Governing Body may, in any other exceptional case also waive, for reason to be recorded, the refund of leave salary for the period of leave still to be earned.

101. Special Disability Leave:

- (1) A teacher/ Principal who is disabled by injury accidentally incurred in consequence of the due performance of his official duties or by illness incurred in the performance of any particular duty which has the effect of increasing his liability to illness or injury beyond the ordinary risk attaching to the post may be allowed special disability leave on full pay and allowances for a maximum period of twenty four months during the whole course of service.
- (2) Special Disability Leave may be combined with any other kind of leave except casual leave.
- (3) The concerned teacher/Principal/ Teacher-in-Charge is entitled to normal annual increment in time scale of pay during such leave of absence.
- (4) Special disability leave shall not be granted unless the disability manifests itself within three months of occurrence to which it is attributed and the teacher/Principal/ Teacher-in-Charge disabled acted with due promptitude in bringing it to the notice of the appropriate authority. Such leave shall be granted only on the recommendation of a Medical Board and the period of such leave shall in no case exceed twenty four months. Such leave may be granted more than once if the disability is aggravated or reproduced in similar circumstances at a later date, but not more than twenty four months of such leave shall be granted in consequence of any one disability. Since Special Disability Leave is granted owing to an injury caused during the discharge of official duty of a teacher/Principal/ Teacher-in-Charge concerned the appropriate leave sanctioning authority should be satisfied first as to the cause of accident which led him to sustain the injury for the entitlement of such leave.

- (5) Leave salary during such leave shall be with full pay and allowances for the first one hundred and twenty days and half pay for the remaining period.

102. Conversion of Leave:

- (1) At the request of a teacher of a college the Governing Body of the college may, by order, convert any kind of leave already granted into leave of a different kind, which may be due and admissible, with effect from such date as may be specified in the order, but a teacher shall not be entitled to claim such conversion of leave as a matter of right.
- (2) If one kind of leave is converted into another, the amount of leave salary admissible shall be recalculated and the arrears of leave salary shall be paid to, or, as the case may be, amounts overdrawn shall be recovered from the employee concerned.

103. Combination of Different Kinds of Leave: Except as otherwise specifically provided in the Statutes, any kind of leave may be granted to a teacher of a College, in combination with or in continuation of, any other kind of leave.

104. Transfer of Leave: When a teacher/Principal/ Teacher-in-Charge moves from one college to another on lien or otherwise, his accumulation of earned leave/ half-pay leave in the new college will be as per previous accumulation of leave i.e. in other words, his leave account will be a continuous procedure.

105. Authority for Granting Leave:

- (1) Earned Leave for any period not exceeding fourteen days at a time and casual leave may be granted to teachers of a college by the Principal of the college. Earned Leave for any longer period or any other kind of leave for any period may be granted by the Governing Body of the college.
- (2) In the case of the Principal of a college, earned leave for a period not exceeding fourteen days at a time and casual leave shall be granted by the President of the Governing Body of the college. Earned Leave for any longer period and any other kind of leave for any period shall be granted by the Governing Body of the college.

106. Application of leave Rule: Save as hereinafter provided, the provisions of these Statutes relating to leave shall apply to all whole time teachers of colleges whether appointed before or after the commencement of these Statutes.

107. Encashment of Accumulated Leave: subject to the order made by the State Government in this behalf from time to time, every teacher/Principal shall be entitled to leave salary of the earned leave accumulated at his credit after cessation of his service by way of retiring on superannuation, voluntary retirement or death in harness provided the maximum amount of accumulated leave and maximum of leave encashable shall be three hundred days.

108. Leave Salary: Leave Salary shall be calculated on the basis of the rate of pay drawn by a teacher of a college on the day preceding that on which the leave commences unless otherwise determined by the Governing Body of the college. Leave Salary on retirement, voluntary retirement or death in harness shall be calculated on the basis of the pay drawn on the day preceding the date of retirement or death, as the case may be.

109. Leave Account: A leave account shall be maintained under the statutory heads by the Principal/ Teacher-in-Charge of the college for every teacher thereof. Maintenance of Leave Account cannot be delegated to any sub-committee or such body or individual independently even though formed or delegated or approved by the Governing Body. The leave of every teacher will be calculated as per calendar year starting from the 1st day of January and end on 31st December of every year.

110. Lien:

- (1) A teacher/Principal/Teacher-in-Charge of a college appointed on substantive basis to any permanent post shall acquire a lien on that post. If the teacher is appointed substantively and confirmed to another permanent post either in the college or post outside, his lien on the permanent post held earlier in the college shall be terminated, unless he indicates in writing his refusal to accept the appointment so made substantively in another permanent post; in such event the concerned teacher/Principal shall immediately report back to duty in the post on which he held lien.

- (2) A teacher/Principal holding substantive appointment in a college may be granted lien on his permanent post if he applies for the grant of lien consequent upon his obtaining an appointment offer either in another college or in any other establishment.

- (3) The period of lien shall initially be for a period of one year which may be renewed or extended in two parts of six months each, thus for maximum one year if the teacher concerned is not confirmed in his services in the new establishment within that period.

Provided that the total period of lien, so granted to a teacher/Principal holding substantive appointment in a college, shall not exceed 2 years under any circumstances.

Provided that that a teacher is appointed by the Chancellor of any University or by the Government (central or state) to any post like Vice Chancellor/ Pro-Vice Chancellor of any University, Chairman/Vice Chairman/ Deputy Chairman/ President/ Secretary/ Joint Secretary/ Deputy Secretary of any government body in the interest of public service, the period of lien is flexible and can be granted by the Governing Body of the College for the number of years as per requirement on the basis of the appointment letter for this particular assignment/post.

Provided that the period of lien is also flexible if a teacher is elected as a people's representative in the Parliament or state Legislative Assembly, and/or for similar types of cases.

Note: As per these Statutes, the College shall send requisition for filling up the post to West Bengal College Service Commission no later than six months prior to a post being vacant therefore, with extreme care the last part of the lien should be granted by the Governing Body. Against a lien-vacancy, the college will only recruit guest teacher(s), for the vacancy being short term in nature.

111. Leave Admissible to a Part-time Teacher and a Contractual Whole Time Teacher: Subject to the order made by the State Government in this behalf, from time to time, a part-time teacher of a college shall be entitled to the following leave:

- (a) Casual leave up to a maximum of 14 days in an academic year.
- (b) Maternity leave with full remuneration for a period not exceeding one hundred and eighty days on

production of a certificate from a registered medical practitioner.

- (c) Half average remuneration leave on the ground of illness on production of a medical certificate from a registered medical practitioner and deemed fit/appropriate for approval by the Governing Body.
- (d) Extraordinary leave without pay for such period as may be determined by the Governing Body considering the special circumstances of any particular case.
- (e) On Duty Absence from duty with the permission of the Principal/ Teacher-in-Charge of the college on account of attending NET/ SET examination, Interview for a teaching post of West Bengal College Service Commission/ PSC, Participation and Presentation of Paper in a seminar/workshop/symposium/conference at state/national/international level; for seminar presentation/ appearance in viva-voce in connection with M. Phil/Ph. D Course Work, M. Phil/Ph. D Registration, M. Phil/Ph. D Dissertation, and receipt of M. Phil/Ph. D degree in convocation.

112. Working Days and Holidays: Every college shall remain open for six days in a week and shall abide by the pattern of holidays, vacation, recess, etc., as may be determined by the University from time to time. During the period of recess only classes shall remain suspended. The number of working days in a college shall be at least 200 in an academic year. Academic session of a college shall commence from the 1st day of July of every year and end on 30th June of the following year. An academic session shall be divided into two terms as follows:-

(a) First Term:

The first term of a college shall commence from the first day of July of every year and shall close on 31st Day of December. In between there would be holidays as per these statutes.

(b) Second Term:

The second term shall commence from January 1 and shall continue till May 15 of every year. The summer recess shall commence on 16th May and end on 30th June during which preferably all parts of the University Examinations and evaluations are to be held.

Provided that all the affiliated colleges adopt at least 180 working days, i.e. there should be a minimum of 30 weeks of actual teaching (classes held) in a six days week (excluding Sunday), during when the teacher has to be present in the college premises for not less than five hours not contravening the provisions of these Statute. 72 days, i.e. 12 weeks (excluding Sunday) in a year will be non-instructional working days devoted to admission, examination, and College extension activities, sports, games, NSS and other similar internal activities. Attendance in the college during these days will be as per norms however, hours of presence in the college premises will be flexible to written work-allotment to the person concerned to any/all kind of activities mentioned above. However, in days of no official work-allotment, teachers' presence for nominal time in the college premises is expected. 48 days vacation, i.e. of 8 weeks in a year will be due to the affiliated colleges, during which the college will completely remain close.

Note: All affiliated colleges, under the guidance and approval of the appropriate authority of the University, can, when and shall shift to a Semester mode of teaching in Undergraduate courses. Six months prior to the initiation and execution of such change a Uniform norm has to be approved in the Regulations of the University along with suitable changes in the Syllabus, teaching-working-break pattern, and U.G examination system, that can be adopted in these Statutes as and when these go under amendment.

Explanation: Summer Recess cannot be considered as holiday, but is the time when classes are suspended only.

113. Holidays and Vacations: Every affiliated college shall choose to enjoy total number of 48 days of holidays and Vacations out of the list given below. By the 20th day of December every year, the Principal of the college in consultation with the Secretary, Teachers' Council, Head Clerk and the approved list of holidays by the Government of West Bengal, will issue the College Adopted List of Holidays with due approval from the Governing Body.

114. Festivals and Holidays of the Colleges : - Following shall be the scheduled holidays of an affiliated college:

Sl. No.	Occasion	No. of Days
1.	New Year's Day (English)	1
2.	Birth Day of Netaji	1
3.	Republic Day	1
4.	Saraswati Puja	2
5.	University Foundation Day	1
6.	Fateha-Duaz-Daham	1
7.	Doljatra	1
8.	Good Friday	1
9.	Chaitra Sankranti	1
10.	New Year's Day (Bengali)	1
11.	May Day	1
12.	Birth Day of Rabindranath	1
13.	Buddha Purnima	1
14.	Rathjatra	1
15.	Independence Day	1
16.	Janmastami	1
17.	Id-Ui-Fitre	1
18.	Birthday of Mahatma Gandhi	1
19.	Mahalaya	1
20.	Puja Holidays (From Durga Sasti to Bhratridwitiya)	26
21.	Jagaddhatri Puja	1
22.	Id-Uz-Zoha	1
23.	Birthday of Guru Nanak	1
24.	Muharram	1
25.	Christmas Day	1
26.	College Foundation Day	1
27.	Principal's Discretion	5

Note: Sundays are holidays under the Negotiable Instruments Act., so festivals/occasions falling on Sundays shall not be included except falling in between/within two or more holidays/vacation in the college adopted list of holidays. Festivals of all communities should have equal consideration while drawing the College adopted list. The 5 days discretionary holiday under Principal's authority can neither be increased nor abrogated. If for any reason beyond control or natural reasons, College

remains closed (excluding Sundays) any number of day(s) beyond the stipulated 48 days, will have to be compensated by keeping the college open carving out of the next (academic year) approved list of holidays to be adopted by the college and has to be duly marked so. Notwithstanding the above, with the extant Government Orders appropriate changes can be made in these Statutes by vide notification in the University Regulation from time to time.

115. General:

- (1) Leave ordinarily shall begin on the day on which the transfer of charge is effected and ends on the day preceding that on which duty is resumed. Leave (except Casual and Quarantine Leave) may either be affixed or prefixed to holidays, but cannot be both affixed and prefixed to holidays; when Leave is combined with a holiday by both prefixing and suffixing it to the holiday, the holidays shall be reckoned as Leave in calculating the amount of leave on full pay that may be admissible at a time.
- (2) An employee on leave shall not return to duty before the expiry of leave granted to him without permission of the authority which sanctioned the leave.
- (3) An employee who has been granted leave on medical ground shall resume duty after producing a certificate of fitness from a registered medical practitioner.
- (4) An employee who remains absent after the expiry of leave is entitled to no leave salary for the period of such absence and that period shall be debited to leave, as though it were leave on full pay.
- (5) No employee shall be allowed to absent himself from office without prior permission.
- (6) All applications for leave of absence and/or for leaving station should be previously made in writing and sanction obtained before leave is availed off except in case of emergency in which case the report of such absence must be sent, if possible, on the very day the employee is forced to absent himself and in any case, within three days of such absence unless is prevented from doing so due to physical incapacity to be certified by a registered medical practitioner or any other unavoidable cause.
- (7) If an employee is on unauthorized absence or on unreported absence or on overstay of leave for more than three months at

a stretch without any report, the leave sanctioning authority shall inform the concerned teacher at his recorded address asking him to rejoin duty within a specified date. If the employee does not join by the stipulated date, it would be opened to the disciplinary authority to institute disciplinary action against him. If during the course of disciplinary proceedings the teacher comes for rejoining duty he shall be allowed to do so without prejudice to the disciplinary proceedings already initiated against him (unless he is placed under suspension) and the disciplinary proceedings concluded as quickly as possible. The question of regularization of the period of unauthorized absence or unreported absence or overstay of leave shall be left over for consideration till the finalization of disciplinary proceedings.

- (8) Habitual irregularities or frequent absence without proper authorization will be considered gross negligence of duty and shall invite disciplinary action at the discretion of the appropriate authority of the university.
- (9) No leave shall be credited in the leave account of an employee after he retires on superannuation or retires voluntarily or resigns.
- (10) Unless the Executive Council, in view of the special circumstances of a case, shall otherwise determine, after one year of continuous unauthorized and unreported absence from duty, the concerned employee shall cease to be in service of the university.
- (11) Date of retirement in relation to calculation of leave due at the credit of an employee shall mean the last day of month in which the employee attains the age prescribed by superannuation under the terms and conditions governing his service.

CHAPTER-XII
CONSTITUTION, POWERS AND FUNCTIONS OF THE
GOVERNING BODIES OF AFFILIATED COLLEGES
OTHER THAN GOVERNMENT COLLEGES

132. Definitions: In this Chapter, unless the context otherwise requires,-

- (i) "college" means a college affiliated to the University but shall not include a Government College;
- (ii) "donor" in relation to a college means a person, or a Body or an Association who/which has made a donation to the college of a sum amounting not less than rupees one lakh, or such amount as may be determined by the Executive Council from time to time or has made over to it a property which, in the estimation of the Executive Council, is of the said valuation.

133. Constitution of the Governing Body:

(1) Every college shall have a Governing Body consisting of the following members, namely:-

- (i) The President of the Governing Body who shall be a reputed educationist and shall be elected in the manner provided in the following paragraphs;
- (ii) the Principal of the college, who shall be the Secretary to the Governing Body (ex-officio), subject to the provision that in the case of a new college, at its initial stage, one of the promoters having academic or administrative experience, may, subject to the approval of the Executive Council, act as the Founder Secretary for a period not more than two years from the date of affiliation and in such a case the Principal of the college shall act as the Joint Secretary for the aforementioned period;
- (iii) three members to be elected by secret ballot by the whole-time teachers of the college from amongst themselves at a meeting of all such teachers convened for the purpose by the Principal of the college in the manner as may be determined by him: Provided that the meeting shall be presided over by the Principal, but he shall have no vote. Any decision at such a meeting shall be taken by simple majority of

votes. In the case of an equality of votes, decision shall be taken by the drawing of lots in the manner as may be deemed fit by the Principal.

- (iv) One member with administrative or teaching experience to be nominated by the State Government;
- (v) three members, not belonging to the concerned college in any capacity, to be nominated by the concerned Council for Under-graduate Studies or the Faculty Council for Post-graduate Studies, as the case may be, of whom one shall be a woman in the case of a women's college or a co-educational college;
- (vi) Unless the terms and conditions of any donation accepted before coming into force of these Statutes relating to Governing Bodies of Affiliated Colleges framed under the Kazi Nazrul University Act, 2012, require otherwise-
 - (a) one representative of the donors in case their number does not exceed five, or
 - (b) two representatives of donors in the event their number exceeds five, to be elected by the donors from among themselves by secret ballot in the manner as may be determined by the Principal of the college concerned:

Provided that no teacher or librarian or member of the non-teaching staff or student of the college who is the donor shall be eligible for election to the Governing Body thereof as donors' representative.
- (vii) two representatives of the whole-time non-teaching employees of the college, to be elected by such employees from among themselves by secret ballot in the manner as may be determined by the Principal:

Provided that, for the purpose of this clause, 'non-teaching employee' shall include members of the 'non-teaching staff' as also 'Librarians' as defined in the Act;
- (viii) the General Secretary of the Students' Union of the college, ex-officio. In the event of there being no duly constituted Students' Union functioning at a college, one representative of the students thereof shall be elected by regular students from among themselves by secret ballot in the manner as may be determined by the Principal.

- (2) The President of the Governing Body of a college shall be elected by the members referred to in clauses (ii) to (viii) of paragraph (1) at a meeting of such members to be convened for the particular purpose by the Principal of the college and presided over by him.
- (3) Half of the total number of the said members plus one shall form a quorum for such a meeting. In case no consensus can be arrived at, the decision shall be taken by a majority of votes: and
- (4) The President of the Governing Body may or may not be elected from amongst the members specified under clauses (ii) to (viii) of paragraph (1).
- (5) A report on the formation of the Governing Body containing the list of the members thereof, including the President, as also any changes effected subsequently shall be submitted by the Principal to the Inspector of Colleges forthwith.
- (6) Any dispute arising in connection with the election or nomination of members of Governing Body of a college including the President shall be referred to by the Principal to the Inspector or Colleges who shall then place it before the Council for Under-graduate Studies or the Faculty Council for Post-graduate Studies, as the case may be, and its decision thereon shall be final.
- (7) The term of office of the representative of the students on the Governing Body shall be one year and in respect of other members it shall be three years, from the date of election of the President:
Provided that, in case of a duly constituted Students' Union functioning at a college, the General Secretary thereof shall hold office as a member of the Governing Body for a period of one year or till he ceases to be the General Secretary, whichever is earlier:
Provided further that during the period intervening between the expiry of the term of office of any out-going member and the filling up of the vacancy, except in the case of the student representative, the member shall continue as such:
Provided also that the Executive Council shall have the power to extend the life of the Governing Body of a college for such period as it may consider necessary.
- (8) At least three months before the expiry of the term of office of any elected or nominated member of the Governing Body of a college, the Secretary or, in his absence, the President of the

Governing Body shall take necessary steps for filling up of the said vacancy.

- (9) A casual vacancy in the office of a member of the Governing Body shall be filled by the authority/body/electorate entitled to fill it in the same manner of election or nomination, as the case may be.
- (10) A member nominated or elected to fill a casual vacancy, shall hold office for the remaining period of the term of membership of the member in whose place the vacancy has occurred.
- (11) If a member of the Governing Body ceases to hold the position by virtue of which he was elected or nominated on the Governing Body, he shall cease to be the President or the Secretary or a member of the Governing Body as the case may be, with effect from the date he ceases to hold such position.
- (12) Any action taken by the Governing Body shall not be called into question or invalidated merely by reason of there being a vacancy in the office of any member thereof

134. Functions of the Governing Body:

- (1) The Governing Body of every college shall be responsible for the proper management of the affairs of the college and may exercise all such powers and functions as may be necessary for the purpose.
- (2) In particular, and without prejudice to the generality of the foregoing provision, the Governing Body of every college shall be responsible for ensuring -
 - (a) that the posts of teachers and non-teaching employees including Librarian are created and appointments made thereto for imparting of instruction adequately and operation of the college effectively;
 - (b) that the number of teachers, their qualifications and the method of recruitment as also the conditions of their service are in accordance with the relevant law and/or the Statutes, the Ordinances and the Regulations of the University as may be in force from time to time;
 - (c) that the laboratory and other instructional facilities available are adequate for the instructional programme;
 - (d) that the buildings in which the college is located are suitable for the purpose for which they are intended

and are maintained at a satisfactory state of repairs and sanitation;

- (e) that the library is properly equipped with text and reference books so as to cater to the requirements of the teachers and the taught;
 - (f) by the University from time to time are carried out and compliance therewith is reported speedily to the University;
 - (m) that all properties and funds of the college and those donated for the benefit of the college are properly controlled and administered; and
 - (n) that review of results of the students presented by the college at the University examinations is made from time to time and that measures are adopted for the maintenance of proper academic standard and improvement in the performance of the students.
- (3) The Governing Body may appoint a Sub-committee for financial affairs and other Advisory Committees as it may consider necessary for the efficient administration of the college. The Sub-committee for financial affairs shall be constituted from amongst the members of the Governing Body. In the case of an Advisory Committee, persons other than the members of the Governing Body may be included. The Principal shall be the Chairman of such Sub-committee or Advisory Committees.

135. Meetings of the Governing Board:

- (1) A meeting of the Governing Body shall ordinarily be held in the college premises.
- (2) The Governing Body shall ordinarily meet at least six times in a year.
- (3) Half of the total number of members plus one shall form a quorum provided that no quorum shall be required for an adjourned meeting.
- (4) A meeting may not ordinarily be held during the Summer recess, the Winter recess or the Puja holidays or on other public holidays.
- (5) A meeting of the Governing Body shall normally be convened by the Secretary in consultation with the President. If at any time, there be no Secretary or in case of temporary absence of the Secretary, the President shall convene a meeting. In the case of an ordinary meeting not less than 7 days' notice shall

be given to the members of the date fixed for such a meeting, while in the case of an extra ordinary meeting 24 hours' notice shall be given;

- (6) The Secretary shall send copies of minutes of the previous meeting to the members along with the notice.
- (7) If no meeting of the Governing body is convened for a continuous period of four months, 50 percent of the total number of members on written requisition may require the President or the Secretary, as the case may be, to convene a meeting and such requisition shall be complied within a fortnight from the date of receipt of such requisition: Provided that while calculating 50 percent in the case of a Governing Body consisting of members of an odd number, the total number shall first be reduced by one.

136. Governing Body of certain colleges:

- (1) Notwithstanding anything contained elsewhere in the Statutes under this Chapter, the special provisions regarding composition of Governing Bodies as enumerated hereunder shall apply to certain colleges.
- (2) In the case of a college established and administered by a Registered Educational Society or a Trust Body and already granted affiliation on that stipulation, the Governing Body shall be constituted in accordance with the terms or the Memorandum & Articles of Association or the Deed of Trust, as the case may be: Provided that the Governing Body of such a college shall also include the members as envisaged in clauses (iii), (iv), (v), (vii) and (viii) or paragraph (1) of Statute 132.
- (3) Within three months from the date of coming into force of the Statutes under this Chapter, the Governing Body of such college shall be reconstituted accordingly.
- (4) Any notice in writing in this behalf shall be sent by the University to the Secretary or the President of the Governing Body of such a college and in that case such notice shall be deemed to have been duly served on the Governing Body of the college.
- (5) If the Governing Body of such a college is not reconstituted within the period referred to in paragraph (3), the Executive Council may appoint an administrator to take over the management of the college. The administrator shall cause to be constituted a fresh Governing Body of the college within

three months from the date of his appointment in accordance with the provisions of paragraph (3).

- (5) Notwithstanding anything contained in paragraph (1), in the case of a college established and administered by a minority based on religion or language and affiliated to the University under the stipulations as contained in the Memorandum & Articles of Association or the Deed of Trust, as the case may be, the Governing Body of such a college shall be constituted in accordance with the terms of the said Memorandum & Articles of Association or the Deed of Trust, as the case may be.

137. Duties and functions of the Secretary of every Governing Body:
The Secretary to the Governing Body of every College shall-

- (a) Convene meetings, conduct the official correspondence and maintain the records including the minutes or proceedings of meetings of the Governing Body;
- (b) send to the University when called upon by the Executive Council to do so, originals or certified copies of such records, correspondence minutes or proceedings referred to in clause (a), as may be required by the Executive Council; and
- (c) operate the college funds jointly with the President or another member of the Governing Body as may be authorised by the Governing Body of the college.

138. General:

- (1) Notwithstanding the special provisions in regard to the composition of Governing Bodies in the case of certain colleges as envisaged in Statute 135 the provisions of the Statutes under this Chapter, in so far as they are not inconsistent with the terms of the Memorandum & the Articles of Association or the Deed of Trust, as the case may be, shall apply to all colleges.
- (2) Notwithstanding anything contained in the Statutes under this Chapter, in the event of failure on the part of the State Government or the Council for Under-graduate Studies or the Faculty Council for Post-graduate Studies, as the case may be, to nominate any member or members to the Governing Body of a college in terms of the provisions contained in clause (iv) or (v), as the case may be, of Statute 132 the Governing Body or

the concerned college shall be deemed to have been duly constituted under the provisions of this Statute

- (3) If any doubt or dispute arises as to the interpretation or intention of any of the provisions of the Statutes under this Chapter, or if any difficulty arises on an issue not covered by the Statutes under this Chapter, the matter shall be referred by the Secretary or the President of the Governing Body of the college to the Executive Council which shall take appropriate measures for resolving the difficulty or settling the dispute and the decision taken by the Executive Council in this regard shall be final and binding.

CHAPTER- XIII
APPOINTMENT AND TERMS AND CONDITIONS OF
SERVICE OF TEACHERS, LIBRARIANS AND NON-
TEACHING EMPLOYEES INCLUDING PRINCIPALS OF
GOVERNMENT AIDED COLLEGES

139. General:

- (1) Appointment of teachers (whole-time or part-time) including Principals of affiliated colleges other than Government colleges shall be made in accordance with the provisions of the West Bengal College Service Commission Act, 2012 (West Ben. Act XXIX of 2012).
- (2) In the matter of prescribing pay and allowances of Teachers (whole-time or part-time) including Principals of Affiliated Colleges, the orders of the State Government, as may be issued from time to time, shall be followed.
- (3) The period of probation shall be determined in accordance with the provisions of the West Bengal College Teachers (Security of Service) Act, 1975 (West Ben. Act XLIV of 1975).
- (4) In calculating the period of service of a teacher of college in any post for any purpose including the operation of a time scale of pay, services shall be counted from the date of his joining the post on his first appointment as a probationer. Provided that if the teacher began his service for the same or any other post in the same cadre, his services shall be counted from the date of his joining the appointment as a temporary appointee, if there is no break in service during the period preceding his permanent appointment.
 Explanation: The following shall be treated as 'break' in service:
 - (a) unauthorized leave of absence;
 - (b) unauthorized absence in continuation of authorized leave of absence.

140. Duties, rights and obligations of Teacher:

- (1) A teacher shall be required to take classes, subject to the rules as are in vogue and as may be framed in this behalf by the University from time to time.
- (2) Teachers of a college shall effectively co-operate and assist, whenever required, in carrying out the functions relating to the educational responsibilities of the college (such as

assisting in appraising applications for admission, advising or counseling the students and assisting in University and College examinations including supervision thereof).

Explanation: The expression "shall effectively co-operate and assist" in relation to University examinations shall for the purpose of these Statutes, mean to include compulsory and effective participation of Teachers, including Principals of all affiliated colleges in all matters relating to such examinations if and when their services are requisitioned by the University for any purpose relating to such examinations.

- (3) Every teacher and Principal of a college shall sign a daily attendance register of the teacher maintained for the purpose. Such daily attendance of the teacher(s) shall be countersigned by the Principal.
- (4) In particular and without prejudice to the foregoing provisions, a teacher shall perform the following duties, namely:
 - (a) to perform invigilation work in any examination conducted by the college and or by the University and held in the college
 - (b) to draw routines;
 - (c) to carry out assignment for such field work as may be necessary for the courses taught in the college;
 - (d) to assist the Principal with regard to admission of students;
 - (e) to participate in N.C.C, N.S.S, Sports and Games for the well-being of the students;
 - (f) to assist the Principal in the management of Hostels and Messes attached to the college or recognized by it;
 - (g) to undertake the internal assessment of students; and
 - (h) to evaluate answer scripts of students for any examination conducted by the colleges and the University.
- (5) The Principal of a college shall ordinarily take not less than four periods of class work in a week in a subject of his relevance, taught in the college.
- (6) A whole-time teacher of college enjoying University Grants Commission scale of pay as approved by the State Government and introduced since 1st January 1973 or any other scale of pay introduced by the State Government after 1st January, 1973, shall retire from service with effect from the

afternoon of the last day of the month in which he attains the age of superannuation, i.e. completes the 60th year of age.

- (7) The salaries and scales of pay for whole-time teachers in a college, shall in no case, be lower than the minimum salaries and scales of pay as the State Government may by order specify in respect of such teachers.
- (8) The salary of a part-time teacher shall, in no case, be lower than the minimum salary as the State Government may by order specify. Such a teacher shall take classes as the State Government may by order specify from time to time.
- (9) When a teacher joins college after resigning his post in another college, initial pay of such a teacher in the college which he so joins shall be fixed so as not to be less than what he was receiving in the former college.
- (10) A temporary teacher who has worked in a college for a period of not less than ten months continuously shall be entitled to draw his salary for the periods of Pusa holiday, summer recess and winter recess, included within this period or immediately following it.
- (11) A Service Book, in such form as may be determined with the approval of the State Government, shall be maintained for every teacher in a college, whether whole-time or part-time.
- (12) No whole-time teacher of a college shall be permitted to accept any part-time assignment with or without remuneration in another college or elsewhere except with the approval of the Governing Body of the college where he is attached in the capacity of a whole-time teacher:
Provided that no whole-time teacher shall be permitted to accept more than one part-time assignment under any circumstances.
- (13) Any teacher contravening the provisions of this Statute shall be liable to such disciplinary action as the Governing Body of the college where he is a whole-time teacher, may deem fit subject to the provision of these Statutes.
- (14) Subject to the terms and conditions of any existing contract, no permanent teacher of a college shall be entitled to terminate his services by voluntary resignation unless he submits in writing to the Principal a notice of his intention to resign and such notice shall be filed:
 - (a) In the case of a resignation at the end of an academic year at least one month in advance; or
 - (b) in the case of a resignation at any other time, at least

two months in advance.

Provided that no teacher holding an appointment either on temporary basis or on probation shall be entitled to terminate his services by voluntary resignation unless he submits in writing to the Principal a similar notice at least one month in advance:

Provided further that in special circumstances the Governing Body, on the recommendation of the Principal, may shorten the period and accept a notice of intention to resign.

- (15) In contravention of the provisions of these Statutes shall, at the discretion of the Governing Body entail forfeiture of salary for the period by which the notice falls short of the requirement of clause (a) or clause (b) of paragraph (14).
- (16) Every teacher of a college shall be subject to such "Disciplinary Rules" as the Executive Council may determine, with the approval of the State Government.
- (17) Every whole time teacher of a college shall subscribe to the college Provident Fund subject to such rules as may be framed in this behalf by the State Government from time to time.

141. Appointment and terms and conditions of service of Librarians and Non-teaching staff of the affiliated Colleges: -

- (1) subject to the order made by the State Government in this regard from time to time, the Librarians and Non-teaching employees of the affiliated colleges shall be appointed on recommendation of the West Bengal College Service Commission in accordance with the provisions of the West Bengal College Service Commission Act, 2012 (West Beng. Act XXIX of 2012).
- (2) In this Statute, the Appointing Authority means, the Governing Body/ Adhoc Governing Body/ Administrator of affiliated colleges empowered to make appointment to the posts referred to Paragraph (1) or such other posts as may be created from time to time in accordance with the rules or orders as may be made and/or issued by the State Government in this behalf:
Provided that the Principal/Teacher-in-charge/Secretary to the Governing Body/Administrator of affiliated colleges shall sign and issue all letters of appointment on behalf of the

college on the recommendation of the West Bengal College Service Commission.

- (4) Whenever a vacancy of Librarian or the non-teaching post occurs in the college, the Principal or the Teacher-in-charge or the President of the Governing Body of the College shall report to the Director of Public Instruction, West Bengal about the vacancy.
- (5) Promotional post shall also be reported to the Director of Public Instruction, West Bengal and prior approval of the State Government shall invariably be obtained before giving promotion to such post in accordance with the provisions of the relevant Government's order as may be issued from time to time.
- (6) The necessary qualifications required for appointment to different non-teaching posts shall be such as may be determined by the State Government from time to time.
- (7) An employee appointed against a permanent vacancy shall be on probation ordinarily for a period of one year from the date of such appointment and the said period of probation may, at the discretion of the appropriate authority of the College, be extended for a further period not exceeding one year. If, at any time during the period of probation, the probationer's work is not considered satisfactory, the probationer shall be discharged by the concerned authority. On satisfactory completion of the period of probation to be supported by the report the concerned employee shall be confirmed with effect from the date of his appointment on probation by an order in writing made by the Governing Body of the College in this behalf and the fact of such confirmation shall be communicated to the employee concerned: Provided that on the completion of the period of probation, no such order of confirmation is made and communicated to the person concerned within a period of two months of the completion of the period of probation the person concerned shall be deemed to have been confirmed with effect from the date of his appointment on probation.
- (8) An employee on substantive appointment to a permanent post acquires a lien on that post and ceases to hold any lien previously acquired on any other post.
- (9) Subject to the order of the State Government as may be made in this behalf, an employee shall begin to draw the pay and allowances attached to a post to which he has been appointed

with effect from the date he assumes the duties of that post and shall cease to draw the same when he ceases to discharge the duties.

- (10) Subject to the order of the State Government as may be made in this behalf and unless otherwise provided in a contract, in the case of first appointment to a post, the pay shall be fixed at the minimum of the time-scale applicable to that post: Provided that an employee of the colleges who, while having a lien on a permanent post, is appointed to officiate to a higher post in that college, shall be eligible to draw in that higher post as initial pay, the pay at the stage of the time-scale of pay of the higher post next above his substantive pay in his substantive post: Provided further that if he has on any previous occasion held substantively or officiated to the same post or to a post in the same or identical time scale, his initial pay shall not be less than the pay, other than Special Pay or Personal Pay, which he drew on last such occasion.
- (11) An employee promoted to a post either substantively or in an officiating capacity may, at his option, retain his old pay until the date on which he has earned his next or any subsequent increment in the old scale and until he vacates his post or ceases to draw pay in that time scale. The option once exercised shall be final and binding.
- (12) An increment shall ordinarily be drawn unless withheld as a penal measure. When an efficiency bar has been prescribed in a time scale, the increment next above the said bar shall not be allowed without the specific sanction of the Appointing Authority.
- (13) Officiating or temporary service in another post including leave, other than extraordinary leave without pay, shall count towards increment in the time scale applicable to the post on which the person concerned holds a lien.
- (14) All kinds of leave with pay (full pay or half-pay) will count towards increment in the time-scale applicable to a post which an employee holds in a substantive, officiating or temporary capacity.
- (15) When an employee carries on, in addition to his own duties, the duties of a post belonging to a category higher than that on which he holds a substantive appointment, he shall draw an additional 1/5th of pay of the minimum of the scale of pay of that higher post, provided he carries on such duties for a period of not less than one month.

- (16) Other service terms and conditions including the entitlement of various kinds of leave to the employees of the college shall be such as may be determined by the State Government by order, from time to time.

- (17) No whole time salaried employee of the college shall accept any employment with or without remuneration other than that of his office.

Explanation: If any question arises whether any arrangement entered into by an employee amounts to employment within the meaning of this Statute, the matter shall be decided by the Governing Body of the College.

142. Register of employees:

- (1) The Principal shall maintain and keep an up-to-date Age Register in respect of all employees of the college in which he shall enter-

- (a) the name and designation of every employee,
- (b) the date of his birth,
- (c) the date of his first appointment under the college,
- (d) his age on the date of such appointment,
- (e) the date on which he is due to retire, and
- (f) remarks, if any.

Explanation: All entries relating to the age of an employee of the college shall be made on the basis of his age as recorded in his Matriculation, School Final, Higher Secondary or Madhyamik Examination Certificate or the certificate of any such First Public Examination, as the case may be, passed by him:

Provided that where an employee has not passed any of the aforesaid examinations, the Governing Body of the college shall decide in each particular case the basis on which the date of birth of the concerned employee is to be recorded.

- (2) With a view to maintaining uniformity, the Executive Council shall prescribe the annual list of holidays to be followed by the colleges, other than the Government colleges.
- (3) A Service Book, containing the service records in respect of every employee of the college shall be maintained in such form as may be provided by the University and the Principal of the college shall be responsible for its up-dating and proper maintenance.

143. Duties, disciplines and obligations of the employees:

- (1) The normal working period shall be of seven hours' duration with recess for half an hour on all working days. The commencement of duty hours is normally to be based on fixed routine, subject to such variations as may be made in case of exigencies.

- (2) Every employee, while reporting for duty, shall sign the Attendance Register. No employee shall be allowed to attend duties if he is late by one hour or more, unless permitted to do so by the appropriate authority.

- (3) No employee shall leave the place of work during working hours without permission from the person in-charge of the office or Department concerned except on official business.

- (4) If an employee, being present at the place of his duties, abstains or absents himself from work without permission of the appropriate authority or refuses to work at any time during the prescribed hours of work on any day, he shall, in addition to being liable to such disciplinary action as may be taken against him for dereliction of duty, be deemed to be absent without leave for such day and shall not be entitled to draw any pay or allowances for such day.

- (5) Every employee of the college shall be subject to disciplinary measures for reason of-

- (i) violation of any term or condition of service,
- (ii) neglect of duty,
- (iii) violation of orders regarding attendance and office discipline,
- (iv) misappropriation and defalcation of funds,
- (v) insubordination or disregard or violation of the orders of the superior authority,
- (vi) conviction by a court of law for an offence involving moral turpitude,
- (vii) taking of illegal gratification
- (viii) tampering with official records and
- (ix) any other misconduct which, in the opinion of the Governing Body of the college, calls for disciplinary action.

- (6) The Governing Body of the college shall be competent to impose such penalties upon the employee as it may deem fit in consideration of the gravity of the case mentioned in paragraph (5) with any or more of the following -

- (i) suspension,
- (ii) censure,

- (iii) withholding of increment(s) or promotion,
- (iv) recovery from pay of the whole or part of any pecuniary loss caused to the college by the employee.
- (v) reduction to a lower stage in the time scale of pay for a specified period with further direction whether or not the employee will earn increment(s) or pay during the period of such reduction,
- (vi) reduction to a lower time-scale of pay grade, post or service with or without further directions regarding conditions of restoration including protection of his seniority and pay on such restoration to the grade, post or service from which the employee was reduced,
- (vii) premature retirement,
- (viii) removal or dismissal from service.

Explanation : I The termination of employment shall not in the following cases be treated as removal or dismissal from service of-

- (a) a person appointed on probation during or at the end period of probation in accordance with the terms of appointment, or
- (b) a temporary employee on the expiry of the period of his appointment, or
- (c) a person engaged on contract in accordance with the terms of his contract.

Explanation: II Premature retirement means that the Appointing Authority may get the employee retired compulsorily as a measure of punishment before he has attained the age of sixty years.

Explanation: III Stoppage of any increment of an employee next above the efficiency bar in the time-scale of his pay on the ground of his unfitness to cross the bar shall not amount withholding of increments or promotion within the meaning of this Statute.

- (7) In all cases of imposition of penalties the grounds on which it is proposed shall be reduced in the form of definite charge or charges and communicated to the employee concerned together with a statement of the facts considered while passing orders on the cases. The employee charged may put in a written statement of his defense for which he shall be given thirty days' time from the date of receipt of charge-sheet along

with documentary evidence, if any. Upon receipt of the statement of defense from the employee or at the expiry of the period allowed for submission of his statement of defense, the authority concerned may, after examination of relevant facts and on consideration of the circumstances, either drop the case or decide to proceed further. If it is decided to proceed further, a formal enquiry shall be held informing the employee concerned of the penalty provisionally proposed to be taken against him and asking him to be present at the enquiry thereof, if he so desires, to produce further evidence in support of his defense. The authority concerned shall thereafter take decision on the findings of the enquiry. If, however, it is decided to impose the penalty, other than what was communicated to the employee at the stage of the formal enquiry, another opportunity shall be given to him to submit a written statement against imposition of the other penalty/penalties within fifteen days from the date of receipt of the above communication by him in this respect and if considered necessary, a fresh enquiry shall be made and the evidence of such enquiry shall be taken into account before final orders are passed. In all cases principles of natural justice shall be followed and the employee shall be given adequate opportunities to defend his case: Provided that no pleader or agent shall be allowed to appear at the enquiry on behalf of the college or the employee concerned.

- (8) An employee who is removed or dismissed from service shall not draw any pay or allowances from the date of such removal or dismissal is ordered to be effective.
- (9) The order of removal or dismissal from service shall not be given retrospective effect with reference to the date of the orders.
- (10) An employee under suspension shall be entitled to get subsistence grant as prescribed by the State Government in this behalf for their employees.
- (11) When the suspension of an employee is held to have been unjustifiable or not wholly justifiable, or when an employee who had been suspended, removed or dismissed from service is reinstated, the competent authority shall grant to him for the period of his absence from duty-
 - (i) if he is honorably acquitted, all financial benefit including promotion due, if any, as if he had not been suspended, dismissed or removed.

- (ii) if otherwise, such proportion of pay and allowances as the authority concerned may prescribe.
- (12) In a case falling under clause (i) of paragraph (11), the entire period of absence from duty shall be treated as the period spent on duty. In a case falling under clause (ii) of that paragraph, the relevant period may be treated as on duty or leave as the authority concerned may direct.
- (13) The amount of subsistence grant or proportion thereof if any, already drawn shall be deducted from the pay and allowances which may be granted under this Statute.
- (14) An employee aggrieved by an order imposing upon him any penalty or penalties may prefer an appeal to the Governing Body of the college within thirty days from the date of receipt of the order imposing the penalty or penalties. The Governing Body shall, on receipt of the appeal, examine it *threadbare* and take a decision in the matter.
Provided that if the concerned employee is not satisfied with the decision taken by the Governing Body, he may prefer an appeal to the Vice-Chancellor of the University within thirty days from the date of communication to him of the decision taken by the Governing Body.
- (15) The appeal shall be decided and disposed of by the Executive Council of the University within ninety days in the manner as it may consider expedient and the decision taken by it shall be final.

144. Interpretation of the Statutes:

- (1) If any controversy arises in interpreting any of the provisions of these statutes, the matter shall be referred to the University for interpretation.
- (2) Notwithstanding anything contained in the forgoing Statutes, the State Government shall reserve its right to interpret any of the provisions of these Statutes and the interpretation made thereon shall be final and binding upon the University.
- (3) Every disputes in between the University and its employees or in between the University and its affiliated colleges shall be referred to the State Government for its resolve, if the provisions of these Statutes do not sufficiently and reasonably resolve the issue, and the decision of the State Government shall thereon be final.