

**(iii) SERVICE AND CONDUCT OF COLLEGE TEACHERS**

The following Ordinances to govern Service and Conduct of Teachers shall apply to all the teachers employed in non-Government affiliated Colleges including those already in service unless otherwise specified.

**In these ordinances:**

- (i) 'College' means affiliated College under private management;
- (ii) 'employee' means a teacher including the Principal, Librarian, Director of Physical Education and other persons imparting instruction and recognised as teacher by the University, in the service of Non-Govt. Colleges.

**(I) Service Ordinances**

- 1.1 The appointment of every employee in a non-Government College affiliated to this University shall be on a written\* contract as per form prescribed by the University from time to time. (Appendix I)
- 1.2 Procedure for appointment of Principals/Assistant Professors of privately managed/aided colleges :
  - (A) The appointment of College Assistant Professor will be made by a Selection Committee consisting of the following members:-
    - 1. Chairperson of the Governing Body of the College or his/her nominee from among the members of the Governing body to be the Chairperson of the Selection Committee.
    - 2. The regular Principal of the College.
    - 3. Head of the Department of the concerned subject in the College.
    - 4. (a) Two nominees of the Vice-Chancellor of whom one should be a subject expert.

---

\* A private management, if it is running a number of colleges, shall have the right to transfer the services of any teacher to another similar College on the same assignment provided it does not affect his emoluments and prospects adversely.

- (b) In case of colleges notified/declared as minority educational institutions, two nominees of the Chairperson of the college from out of a panel of five names, preferably from minority communities, recommended by the Vice-Chancellor from the list of experts suggested by the relevant statutory body of the college, of whom one should be a subject expert.
5. (a) Two more subject experts not connected with the college to be nominated by the Chairperson of the governing body of the college out of a panel of five names recommended by the Vice-Chancellor.
- (b) In case of colleges notified/declared as minority educational Institutions, two subject experts not connected with the University to be nominated by the Chairperson of the Governing Body of the College out of the panel of five names, preferably from minority communities, recommended by the Vice-Chancellor from the list of subject experts approved by the relevant statutory body of the College.
6. (a) An academician representing SC/ST/OBC/Minority/Women/Differently-abled categories, if any of candidates representing these categories is the applicant, to be nominated by the Vice-Chancellor, if any of the above members of the selection committee do not belong to that category.
- (b) The quorum shall be of five out of which at least two must be from out of the three subject experts.
  - (c) For all levels of teaching positions in Constituent college(s) of a University, the selection committee norms shall be similar to that of the posts of departments of the University.

- (d) All the selection procedures of the selection committee shall be completed on the day of the selection committee meeting itself, wherein minutes are recorded along with the scoring proforma and recommendation made on the basis of merit, with the list of selected and waitlisted candidates/Panel of names in order of merit, duly signed by all members of the selection committee.

**Note :** In case of aided posts in grant-in-aid colleges, a nominee of the DPI colleges be present.

The quorum for the meeting would be five of which atleast one representative of the University and one representative of the DPI must be present.

#### **1.2 (B) College Principal**

(a) The Selection Committee for the post of College Principal shall have the following composition.

1. Chairperson of the Governing Body as Chairperson.
2. Two members of the Governing Body of the college to be nominated by the Chairperson of whom one shall be an expert in academic administration.
3. One nominee of the Vice-Chancellor who shall be a distinguished Academician/Administrator. In case of Colleges notified/declared as minority educational institutions, one nominee of the Chairperson of the College from out of a panel of five names, preferably from minority communities, recommended by the Vice-Chancellor of whom one should be a subject expert.
4. Three experts consisting of the regular Principal of a college, a Professor and an accomplished educationist not below the rank of a Professor (to be nominated by the Governing Body of the college) out of a panel of six experts approved by the Vice-Chancellor.
5. (a) An academician representing SC/ST/OBC/Minority/Women/Differently abled categories, if any of candidates

representing these categories is the applicant, to be nominated by the Vice-Chancellor, if any of the above members of the selection committee do not belong to that category.

- (b) At least five members, including two experts, should constitute the quorum.
- (c) All the selection procedures of the selection committee shall be completed on the day of the selection committee meeting itself, wherein, minutes are recorded along with the scoring proforma and recommendation made on the basis of merit with the list of selected and waitlisted candidates/Panel of names in order of merit, duly signed by all members of the selection committee.
- (d) The term of appointment of the college principal shall be five years with eligibility for reappointment for one more term only after a similar selection process which shall take into account an external peer review, its recommendations and its outcomes. The framework of the external peer review shall be specified by the UGC.

**Note :** In case of aided posts in grant-in-aid colleges, a nominee of the DPI colleges be present.

- 1.3 Recruitment to the posts of Assistant Professors in the colleges shall be made out of the candidates who possess qualifications prescribed by the University Grants Commission/State Govt. as adopted by the University from time to time.
- 2. Every employee in an Arts and Science College shall be paid atleast the minimum pay-scale as laid down by the University.
- 3.1 The employee will ordinarily be appointed on one year's probation after which he/she will normally be confirmed if his/her work is found satisfactory. It would be obligatory on the part of the Managing Body to notify to the teacher in writing before the expiry of one year's probationary period, whether he had been confirmed or his period of probation had been extended and in the absence of such a notice the teacher would be deemed to have been confirmed.

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

- 3.2 The period for which a Assistant Professor has worked against a leave vacancy on ad-hoc basis due to an appointment made by the Principal or on a temporary basis against a leave vacancy due to an appointment made by the properly constituted Selection Committee will not count towards the probationary period, if such a person is appointed on a regular basis against a substantive post by the duly constituted Selection Committee unless the Selection Committee makes a specific recommendation to that effect in their proceedings.
4. No college teacher shall be required to teach for more \*periods than laid down by the University, apart from such co-curricular activities as may be assigned to him by the Principal.

The Principal of a College located in a rural area, may, however, allot to a teacher additional teaching work not exceeding six periods per week over and above the maximum number of periods prescribed by the University for the whole of the academic session or a part thereof on payment of proportionate additional salary, provided that no such additional salary will be admissible to a teacher who is assigned additional teaching periods, for a period of two weeks or less.

5. The Principal and the teachers of a College shall be paid their salary regularly, but in no case later than the tenth of the month following that for which the salary is due.
- 5.1 The Principals of non-government colleges will be paid house rent according to the Punjab Government rules, if there is no facility for Principal's accommodation in the college.
- 6.1 Annual increments shall be drawn as a matter of course and shall not be withheld without assigning specific reasons in writing and the teacher shall have the right of appeal to the Vice-Chancellor.
- 6.2 The annual increment shall be allowed with effect from the

---

\* Refer to Chapter Teaching Periods.

first day of the month in which it falls due, instead of the actual date.

### **Crossing of Efficiency Bar**

- 7.1 Promotions from lower grade to higher grade of college teachers shall be according to the guidelines issued by UGC under Career Advancement Scheme(CAS) from time to time & adopted by Syndicate of the University.
- 7.2 ACRs should be written in the proper form prescribed by the Department by the Principal of every Assistant Professor regularly and proper record should be maintained by the Principal.
- 7.3 All adverse remarks written in the ACRs should be communicated to the Assistant Professors concerned, so that he/she may be able to file an appeal, and the reports regarding his/her work and conduct should be placed before the committee constituted by the managing committee for this purpose. He/She should also be given an opportunity to improve his/her work and conduct.
- 7.4 The committee shall consider the last three ACRs of the Assistant Professors alongwith the special report from the Principal.
- 7.5 If the committee desires overall assessment of the Assistant Professors concerned from the date of his/her joining service it may also be considered in case the last three ACRs are not satisfactory.
8. An employee whether permanent or on probation or appointed temporarily shall be entitled to summer vacation salary as under:
  - (i) Those who complete nine months' service ...full salary
  - (ii) Those who complete service for three months or more but less than nine. ...proportionate salary on the basis of full salary for nine months.

Provided that no employee who has served for less than three months will be entitled to any summer vacation salary.

Provided further that if an employee leaves service on his/her own accord, he/she shall not be entitled to summer

vacation salary or any portion thereof.

Provided further that an employee who retires from service on attaining the age of 60 years or on the expiry of the period of any extension granted to him thereafter or on completing the period of his re-appointment for a specified period on contract basis beyond the age of 60 years will not be entitled to summer vacation salary or any portion thereof.

- 9.1 The Principal, being the Head of the Institution will exercise general control over the teaching departments and will head the departments for their smooth and proper functioning.

The Principal of the Non-Government colleges affiliated to this University shall be paid special allowance per month as prescribed by the University from time to time, for administrative work.

- 9.2 There shall be a Head of the Department for each subject provided the number of teachers in the subject is atleast four. The Head of the Department shall be appointed by the Principal on the basis of seniority in the same college, provided he/she is unconditionally approved by the University for teaching Post-graduate/Degree classes as the case may be.

- 9.3 If an eventuality arises, the Principal may appoint the next senior person in the Department as Head of the Department, in the interest of the college work.

- 10.1 (a) The service record of Principal/Teacher and the Annual confidential report of his/her work and conduct shall be maintained regularly by the Managing Committee/Principal. The person concerned shall be informed in writing in case there is an adverse report.

- (b) Every employee shall have the right to inspect his/her service book during the first quarter of the financial year and his signatures will be obtained in confirmation of his/her having inspected the service book.

A certified copy of the service book shall be supplied to the employee if asked for by him on payment of copying fee as may be prescribed.

- 10.2 Every affiliated Non-Government College shall prepare a seniority list on the basis of persons in position and supply

the same to the University. Such lists shall be brought upto date every year as on April 1st.

10.3.1 A person in a senior scale shall always be senior to the persons in the lower scale.

Under the scheme of revision of pay scales w.e.f. 1.1.2006, the relaxation in other conditions will be as per UGC/ Pb. Govt./ University rules.

10.3.2 The seniority of a person in a grade will be determined as under:

- (i) (a) Length of service in the scale (from date of joining) subject to confirmation from the date of appointment;
- (b) If the probationary period is extended and a person is not confirmed from the date of appointment, then seniority will be determined with effect from the date of confirmation.
- (c) If the date of joining and confirmation is the same, a person given the higher start will be considered as senior.
- (ii) If the starting salary is also the same, then the person old in age shall be senior.
- (iii) In case of appointment made by direct recruitment, a person placed at No. 1 in order of merit shall be senior to a person placed at No. 2 and so on.
- (iv) The candidates who have been ranked at No. 1 by the Selection Committee in various subjects shall be grouped together and the elder member shall be senior to others. Similarly, candidates ranking at No. 2, 3 etc., shall be taken from the different subjects and grouped together and the elder number shall be senior to a younger number. In case, two or more candidates have the same date of approval in the same group, the candidate who joins first, shall be senior to others.

10.3.3 A Managing Committee having more than one college shall have one consolidated list of seniority.

10.3.4 For the purpose of determination of seniority, a college having Arts, Science and Commerce faculties shall be treated as one Unit, and a College having a Professional Faculty shall be considered as a separate Unit.

- 11.1 The age of superannuation of Principal/Teacher in an affiliated college shall be 60 years.

Provided that the Principal/Teacher will be entitled to seek voluntary retirement in accordance with the Punjab Govt. rules prevalent from time to time.

- 11.1 (a) The Appointment of Principal above 60 years, will be made through selection committee on contract basis every year in the same college from where he retired. Such appointment, in no case, shall go beyond the age of 65 years.

- 11.2 The date of retirement of an employee shall be the afternoon of the last day of the month in which the actual date of his retirement falls.

- 11.3 A person who, after having served in other affiliated colleges/ University in the Punjab State/Chandigarh joined another affiliated College(s) shall be allowed the benefit of previous service while calculating gratuity and encashment of leave at the time of retirement, superannuation or premature retirement, as the case may be.

- 11.4 In exceptional cases, the retired Professor/Associate Professor above 60 years of age may be appointed/re-appointed in non-government unaided Law Colleges as Principal on contract basis upto the age of 65 years.

12. The governing body of a Non-Government College shall include on its management, in addition to the Principal, who shall be an Ex-officio member, two representatives of teachers elected by teachers of not less than five years standing, provided that (i) the two representatives so elected shall be of not less than ten years standing and (ii) if two teachers of ten years standing are not available on the staff of the college, one representative shall be elected of not less than five years standing. Provided further that if no teacher even of five years standing is available in a College, a teacher who happens to be the senior most on the staff, shall be invited by the Governing Body to serve on it. The term of office of such representative shall be the same as for the remaining members of the Governing Body, provided that in no case it shall exceed three years.

The standing of a teacher for the above purpose should be with respect to the college which he is to represent on the managing committee.

Provided further that the teaching experience gained by a teacher while working in different colleges admitted to the privileges of the Universities in Punjab and Chandigarh under the same management shall be counted towards the total teaching experience for the purpose.

The election will be through secret ballot by simple majority vote and an eligible teacher will have as many votes as the number of vacancies to be filled up.

Provided further that a casual vacancy shall be filled by election within three months of the vacancy occurring and the member so elected shall continue for the rest of the term of the outgoing member. Election shall be conducted by the Principal.

- 13.1 Subject to what is contained in Ordinances 15,16 and 17 infra, the Governing Body of a Non-Government College shall be entitled to determine the engagement of a permanent employee after giving him three months' notice in writing or on payment of three months salary in lieu of notice, for a good cause. Provided that in case of moral turpitude or misconduct, the Governing Body shall have the right to suspend the employee with immediate effect.

The period of suspension shall not exceed six months within which the case must be decided. During the period of suspension, the employee shall be paid subsistence allowance in accordance with the Punjab Govt. Rules prevalent from time to time. If ultimately the employee is removed from service, notice for such removal shall not be required nor will any salary be paid in lieu thereof.

- 13.2 A copy of the order of suspension together with a copy of the charge-sheet shall be sent within a week to the Registrar/Dean, College Development Council, who may direct that the teacher shall not be placed under suspension.
- 13.3 If a Principal/Teacher including the one appointed temporarily or on probation is dismissed or removed from service, the College shall send an intimation to the University, giving reasons etc. within two weeks.

- 14.\* A permanent employee may, at any time, terminate his/her services by giving the Governing Body three months' notice in writing or three months' salary in lieu thereof. However, if he/she is on extra-ordinary leave without pay, he/she must inform the management at least three months prior to the expiry of leave that he/she would not be rejoining the college, and in case he/she fails to give this information, he/she shall be liable to pay three months' salary to the college. The aforesaid information given three months prior to the expiry of leave will be treated as valid resignation notice.
- 15.\* During the period of probation and when an employee is holding a temporary appointment, the notice period required on either side shall be one month.
16. The dismissal or removal or retrenchment from service or reduction in rank of an employee shall be governed by the provisions of the Panjab Affiliated Colleges (Security of Service of Teachers) Act, 2008.
17. All colleges shall follow the general pattern of the Standard Provident Fund Rules as adopted by the Panjab Education Department (Appendix II), but the rate of subscription of an employee shall be 10 percent of his salary (Salary for CPF deduction means: 'Pay' plus all allowances, excluding house rent allowance). He may however, be permitted to subscribe towards non-contributory Provident Fund, provided the total subscription towards Provident Fund, i.e. contributory (10 percent) as well as non-contributory shall not exceed 60% of the monthly salary of the subscriber and shall commence w.e.f. the date of confirmation of the employee.
- Note :** Provided that where a higher rate of Provident Fund already prevails, it will not be reduced without the consent of the University.
18. In addition to the benefits of Provident Fund, the Governing Body of the College would grant to every teacher, at the time of retirement or death (if it is earlier) for efficient and faithful service rendered, gratuity calculated at the rate of half the \*\*pay last drawn for each completed year of service.

---

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

\*\* Pay as defined by Punjab Government from time to time.

**(II) Leave Ordinances**

19. A leave account shall be maintained by the Head of the Institution.
20. A College teacher shall be entitled to:
  - a) Leave in accordance with the Punjab Govt. Rules prevalent from time to time.
  - b) Duty leave for attending meetings of the University bodies and educational seminars organised by the University and/or the University Grants Commission.
  - c) The teachers of affiliated Colleges whose services are requisitioned by the University for examination duty, including, evaluation and re-evaluation work be treated on duty by the college concerned.
21. A teacher who has put in five years service may be given study leave on such terms as may be settled between him and the management, mutually.

**22. Encashment of Earned Leave**

All the Principals/Professors/Associate Professors/Assistant Professors of the private colleges affiliated to Guru Nanak Dev University, Amritsar shall be allowed encashment of unutilized earned leave to a maximum number of days as decided by the Punjab Government from time to time. Cash payment shall include pay and allowances as per Punjab Government CSR. This provision shall be applicable to all the Principals/Professors/Associate Professors/Assistant Professors who retire on superannuation/premature on or after 1 January, 2012. Unutilized privilege leave to the credit of the Principals/Professors/Associate Professors/Assistant Professors shall henceforth be treated as earned leave.

**(III) Conduct Ordinances**

23. (i) No employee shall take part in, subscribe to in aid of or assist in any way, any movement which tends to promote feelings of hatred or enmity between different classes of subjects of the Indian Union, or to disturb public peace.
- (ii) No employee shall stand for elections to Parliament/ State Legislature or Local Bodies without the prior permission of the Managing Committee.

24. No employee shall, except with the previous permission of the Managing Committee, own wholly or in part, or conduct or participate in editing or managing of any newspaper or any periodical, or act as correspondent of a newspaper.
25. No employee shall in any manner criticize adversely in public the administrative actions of the Managing Committee of his College.
26. No employee shall except in accordance with any general or special order of the Managing Committee or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any employee or to any other person to whom he is not authorised to communicate such document or information.
27. (i) No teacher shall engage himself/herself directly or indirectly in any trade, occupation or business or undertake any employment by organising or holding private coaching/tuition in any manner.

For this purpose as and when a complaint is received by the University, the Vice-Chancellor shall appoint a committee including the Principal of the concerned college. The committee shall submit the report to the Vice-Chancellor.

If established that the complaint is genuine, the University may recommend to the Managing Committee of the concerned college to initiate disciplinary action against the defaulting teacher in terms of the Service Security Act for the college teachers. The University may also withdraw the approval of the concerned teacher.

Provided that a teacher may undertake honorary work of a purely social or charitable nature or occasional work of a literary, artistic or scientific character with prior permission subject to the condition that his official duties do not thereby suffer, but he/she shall undertake or shall discontinue such work, if so directed by the Principal and in the case of the Principal if so directed by the Governing Body. Provided further that no permission shall be necessary for examination work of this University or other Indian Universities/Deemed to be Universities/Institutes of National importance including Public Service Commissions and other Statutory Bodies.

Provided that no permission shall be necessary for examination work of this University or other Indian Universities for which additional emoluments are expected, the previous permission of the Managing Committee shall be necessary.

- (ii) No employee in an affiliated College shall write a guide or a help book or cheap notes. He shall follow the procedure laid down by the University in case he intends to publish any work.
28. An employee shall avoid habitual indebtedness or insolvency. An employee who becomes the subject of legal proceedings for insolvency shall forthwith report the full facts to the Principal of his College.
29. No employee shall bring or attempt to bring any outside influence to bear upon the authorities of his College to further his interest in respect of matters pertaining to his service in the College.
30. No employee shall be a member, representative or office bearer, of any association representing or purporting to represent teachers or any class of teaching profession unless such association satisfies the following conditions :
- (a) its membership is confined to teachers or a distinct class of teachers and it is open to all such employees or class of employees, as the case may be;
  - (b) it is not in any way connected with any political party or organization or does not engage in any political activity.

#### **(IV) General**

31. (i) Every employee shall at all times serve efficiently, act in a disciplined manner and maintain absolute integrity and devotion to duty.
- (ii) Unless in any case it be expressly provided for, the whole time of an employee shall be at the disposal of the College and he shall serve the College in such capacity and at such places as he may, from time to time, be directed by the Principal/Managing Committee of his College, subject to such conditions as may be laid down by the University.

- (iii) If a teacher, who is assigned an examination duty, either by the Local Controller of examination (Co-ordinator) or the University Office, fails to perform the same, he shall be treated as absent from his institution for the period in question, besides being liable to such other disciplinary action, under the rules.
  - (iv) No employee in a College shall apply for any other job, post or scholarship without the previous sanction of the Principal of his College or in case of the Principal, without the previous sanction of the Managing Committee. Provided persons appointed on contract basis may apply for a job or a post if the post or the job for which they are applying is to commence from a date after the expiry of the period of contract.
  - (v) Save in exceptional circumstances, no employee shall absent himself from his duties without having first obtained the permission of the authority provided in the leave Ordinances.
  - (vi) No employee shall take part in any activity which in the judgement of Principal is calculated to lead to indiscipline in the College.
32. Consequent upon conversion of the Regulations into Ordinances relating to the Service and Conduct of Teachers of Non-Government Affiliated Colleges by the Syndicate vide its Resolution No. 31 dated 12.4.1975 and subsequently approved by the Senate on 13.7.1975; any act done or any action taken under the Regulations till the date of conversion shall be deemed to have been done or taken and validated under the Ordinances as if this Ordinance was in force from 25.10.1970.

## APPENDIX I

### Agreement Form for College Teachers in a Non-Government College

An Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between \_\_\_\_\_ son of Shri \_\_\_\_\_ resident of \_\_\_\_\_

hereinafter known as the First Party and the Governing Body or Managing Committee of the \_\_\_\_\_ College through its Chairman, Secretary, hereinafter known as the Second party.

WHEREAS the Second Party has engaged the First Party to serve the \_\_\_\_\_ College as \_\_\_\_\_

#### SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT

1. That this agreement shall take effect and commence from the day of \_\_\_\_\_ 20 \_\_\_\_\_ and shall be determinable as hereinafter provided.
2. That the First Party is employed in the first instance on probation for a period as prescribed by the Punjab Govt. from time to time.
3. In case the Second Party is managing a number of colleges, it shall have the right to transfer the First Party to any other similar Institution in the same assignment, provided it does not adversely affect his emoluments and future prospects.
4. That the annual increments shall be granted on the recommendations of the Principal and shall not be withheld without assigning specific reasons in writing and further the First Party shall have the right of appeal to the Vice-Chancellor.
5. That the First Party shall subscribe to and be entitled to the benefit of the standard Provident Fund Rules as are followed by the Punjab Education Department and gratuity in accordance with the ordinances laid down by the Guru Nanak Dev University *infra*.

6. Except in cases where the First Party is employed in a temporary vacancy upto the beginning of the long vacation, the First Party shall be entitled to the full summer vacation salary, provided he has continuously worked for nine months immediately before and upto the commencement of the summer vacation. Provided further that if the First Party leaves service of his own accord, he shall not be entitled to summer vacation salary or a portion thereof.
7. That the First Party shall be entitled to leave in accordance with the Ordinances laid down by the Guru Nanak Dev University *infra*.
8. That the First Party shall not be required to teach for more periods than laid down by the Guru Nanak Dev University *infra* apart from such co-curricular activities as may be assigned by the Second Party through the Principal of the College. However, if the First Party is given some extra teaching work for a month or more, he shall be paid proportionately for that.
9. That the First Party shall be paid his salary regularly but in no case later than the tenth day of the calendar month following the month for which his salary is due.
10. That the First Party shall not take part in any activity which, in the judgement of the Principal, is calculated to lead to indiscipline in the College.
11. That the First Party shall devote his whole time to the duties of his appointment and shall not engage, directly or indirectly, in any trade, occupation or business, whatsoever, or without the sanction, in writing, of the Second party, to engage himself or take any part in any private tuition work or take up any occupation, whatsoever, directly or indirectly, which, in the opinion of the Second Party, is likely to interfere with the duties of his appointment.
12. That the First Party shall at all times maintain absolute integrity and devotion to duty.
13. That the First Party shall not take any part in, subscribe to in aid of, or assist, in any way, any movement which tends to promote feelings of hatred or enmity between different classes of subjects of the Indian Union, or to disturb public peace.

14. That the First Party shall not stand for elections to Parliament/ State Legislature/Local Bodies without the prior permission of the Managing Committee.
15. That the First Party shall not, except with the previous permission of the Managing Committee, own wholly or in part, or conduct or participate in editing or managing of any newspaper or any periodical.
16. That the First Party shall not, in any document publish anonymous or in his own name or in the name of any other person or in any communication to the Press or in any public utterance, make any statement of fact or express an opinion involving adverse criticism of the actions and policy of the Managing Committee of his College.
17. That the First Party shall, except in accordance with any general or special order of the Managing Committee, or in the performance, in good faith, of the duties assigned to him communicate directly or indirectly, any official document or information to any employee or to any other person to whom he is not authorised to communicate such document or information.
18. That the First Party shall not write a guide or a help-book or cheap notes, and shall follow the procedure laid down by the University in case he intends to publish any book.
19. That the First Party shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An employee who becomes the subject of legal proceedings for insolvency shall forthwith report the full facts to the Principal of his College.
20. That the First Party shall not bring or attempt to bring any outside influence to bear upon the authorities of his College to further his interest in respect of matters pertaining to his service in the college.
21. That the First Party shall not be a member, representative or office bearer of any association representing or purporting to represent teacher or any class of teaching profession, unless such association satisfies the following conditions :
  - (a) its membership is confined to teachers or a distinct class of teachers and it is open to all such employees or class of employees as the case may be;

- (b) it is not in any way connected with any political party or organisation or does not engage in any political activity.
22. That the First Party shall not apply for any other job, post or scholarship without the previous sanction of the Principal of his College or in case of the Principal, without the previous sanction of the Managing Committee.
  23. That the First Party shall not absent himself from his duties without having first obtained the permission of the Principal or in the case of the Principal, of the Managing Committee. Leave in all cases must be applied for and sanctioned before it is availed.
  24. That the Second Party shall not be entitled summarily to terminate/dismiss/retrench/reduce the rank of the First Party for misconduct except in accordance with the provisions of the Punjab Affiliated Colleges (Security of Services) Act, 2008.
  25. The First Party may, if it so wishes, terminate his engagement with the Second Party, by giving the Second Party three months' notice in writing or pay the second party a sum equivalent to three months' salary in lieu thereof.  
The Second party may not, if it so decides, realise such sum from the First Party in any particular case.
  26. If the First Party is holding a temporary appointment or is on probation, then the said notice for either party shall be one month only.
  27. On the termination of this agreement for whatever cause, the First Party shall deliver to the Second Party, all books, apparatus, records, and such other articles belonging to the said College or to the Second Party or to the University, as may be in his possession or charge.

**APPENDIX II****(I) Provident Fund for College Employees**

1. In the following Ordinances :
  - (i) “Depositor” means an employee on whose behalf a deposit is made under these Ordinances.
  - (ii) “Interest” means the interest which is paid on a deposit at a Government Savings Bank or Co-operative Bank approved by the Registrar of Co-operative Societies under the rules in force for such institutions or on government securities.
  - (iii) “Family” means :
    - (a) In the case of a male subscriber, the wife or wives (wherever applicable) and children of the subscriber and the widow or widows and children of a deceased son of the subscriber.
    - (b) In the case of a female subscriber, the husband and children of the subscriber and the widow or widows and children of a deceased son of the subscriber.
2. These ordinances shall apply to all employees holding non-pensionable posts in Non-Government affiliated colleges. The Provident Fund will be deducted from the date of confirmation of the employee.
3. The control of the fund shall vest in the Registrar, Guru Nanak Dev University. The Registrar may, however, delegate his power under this ordinance to such officers as he may appoint in this behalf.

Every subscriber must on joining the fund sign a certificate in token of acceptance of the ordinances in form “C” appended to these ordinances.
4. The Governing Body shall make a contribution to the deposit account of each depositor, equal to the amount of deduction made from his pay under the preceding ordinance. Such

contribution shall be credited to the fund, month by month, in favour of such employee together with the amount deducted from his/her pay. The contribution will be charged in the college accounts to the sub-head "Provident Fund".

5. (i) The sum credited to the depositors monthly under ordinances 4 and 5 in the Provident Fund Ledger maintained by the College Governing Body, shall be paid duly to the Provident Fund Commissioner's Office. Such payment should be made into the Provident Fund Commissioner's account between the 1<sup>st</sup> and 4<sup>th</sup> of each month in order that interest may accrue.
- (ii) Funds cannot be withdrawn from such bank except as provided in ordinances 8, 10 and 16.
- (iii) Accounts of investments made under this ordinance must be maintained in form 'D' annexed hereto.

**Note :** Notwithstanding Ordinance 5(ii) above, total deposit or part thereof may with the consent of the contributors and the Registrar or such Officers appointed by him in this behalf, be withdrawn and invested in Government securities or in fixed Deposit Receipts drawn on a nationalised Bank or an 'A' class Scheduled Bank or a Co-operative Bank approved by the Registrar of Co-operative Societies.

6. Every depositor shall be required to nominate in Form E appended the person or persons he desires to be beneficiary or beneficiaries entitled upon his death to the balance to his credit in the fund provided that where such depositor has wife or children, such wife or children shall be nominated as beneficiaries in preference to any other person or persons.  
The Governing Body will not be bound by or recognise any assignment or encumbrance executed or attempted to be created which affects the disposal of the accumulations of a depositor who dies before retirement.
7. The deposits and contributions, with full interest thereon, at the credit of any employee, or such part of them as he may be entitled to may, with the sanction of the Registrar or such officer appointed by him in this behalf be withdrawn by the Committee from the Post Office Savings Bank or

approved Co-operative Bank or Government Securities in the following cases :

- (i) On the demise of the depositor, when the amount shall be paid to the beneficiaries nominated by him or, if no nominated beneficiary survives him, to his legal heir or heirs.
- (ii) On his retirement or physical unfitness for further service, when the amount shall be paid to the depositor himself. (An employee granted leave preparatory to retirement may be permitted to withdraw the sum to which he is entitled at any time during leave).
- (iii) On his resignation when (subject to the provisions of Ordinance 10) he shall receive :
  - (a) After less than three years' service his own deposits together with 5 percent of the balance in the fund standing to the credit of his account.

- Note:**
- (1) The term "service" or "completed service" occurring in this Ordinance means the length of such service from the date of joining the Provident Fund.
  - (2) This balance will consist of the Committee's contribution (which includes any grants from Government for this purpose), together with interest on such contribution.
  - (3) "His own deposits" means the money deposited by the employee and the full interest earned on it.
    - (b) After three years' completed service his own deposits together with 30 percent of the balance as on pre page.
    - (c) After four years' completed service his own deposits together with 40 percent of the balance as on pre page.
    - (d) After five years' completed service his own deposits together with 50 percent of the balance as on pre page; and thereafter by annual increments of 10 percent for each additional year of completed service up to 100 percent or the full balance in the fund to the credit of his account.

- (iv) If an employee's services are dispensed with through no fault of his own, e.g., owing to reduction of establishment he shall be paid the full balance of his credit without any reduction.
  - (v) To make temporary advances as provided in Ordinance 16.
8. In case an employee resigns with a view to take up an appointment in the University college or is transferred to another college, which has a Provident Fund, the balance at the credit of his Provident Fund Account, notwithstanding anything contained in Ordinance 7, may be allowed to be transferred to the University/Institution he joins, if he so desires.
  9. While determining the quantum of the management's contribution payable to an employee whose Provident Fund money has been previously transferred from another college, his total service in various affiliated colleges with effect from the date of his joining the Provident Fund will be taken into account.
  10. If an employee is dismissed or leaves a college in contravention of a written agreement, the Governing Body may with the consent of the Registrar or such Officer appointed by him in this behalf pay to him only his own deposits together with 5 percent of the balance at his credit in the fund and may withhold from him the whole or part of any further sum to which he would ordinarily be entitled under Ordinance 8. The depositor's own deposits cannot be forfeited.
  11. A separate account with the bank concerned shall be opened in the name of the Governing Body for depositing any sum of money withheld from an employee under the preceding Ordinances. The account shall be called the "Employees Provident Fund Account". Money at the credit of his account may, with the approval of the Registrar or such Officer appointed by him in this behalf, be utilised for compassionate allowances and gratuities to destitute employees of the college and their widows and dependents.
  12. A separate account in Form A appended, shall be kept and written up in the office of the College Governing Body for every depositor, and a copy of this account, which shall

show every payment credited, with the interest thereon, shall be furnished to every depositor every year as soon as possible after the close of the financial year to which the account relates.

13. Amounts credited or debited to the Provident Fund shall, on the same day, be posted into the Provident Fund Ledger, in form B appended, in full detail. The figures for column 8 of the Ledger must be calculated yearly upto 31st March and the net balance of each amount entered in columns 5 and 9; but the figures in these columns should be compared once a year with the Savings Bank Pass-Book. Great care should, therefore, be taken to make the monthly calculation according to the rules in force in the Post Office or in Co-operative Bank approved by the Registrar of Co-operative Societies or in the Class 'A' 'Scheduled Bank' as the case may be. The Provident Fund Ledger should have separate pages for each month's transactions.
14. No voluntary deposits from employees will be credited to the Provident Fund.
15. Employees are not entitled to subscribe to the Provident Fund while absent on leave without pay.
- 16.1. When the pecuniary circumstances of a depositor are such that drawing of an advance from the Provident Fund is necessary, the Governing Body with the approval of Registrar may, if satisfied, sanction the advance for any one of the following approved purposes:

Purposes (approved for which advances from CPF are admissible)	Limit in terms of monthly salary amount upto which admissible	No. of monthly instalments in which recoverable
(a)(i) Purchase of house, or	(a) (i) to (iii) 24 months' salary	(a) (i) to (iii) 96 monthly instalments
(ii) Construction of house, or		
(iii) Land for a house		
(b)(i) Depositor's own/son's marriage	(b) (i) 10 months' salary	(b) (i) 40 monthly instalments

- |   |   |                                       |
|---|---|---------------------------------------|
| (ii) Depositor's Daughter or dependent sister's marriage  | (ii) 18 months' salary  | (ii) 72 monthly instalments           |
| (iii) Depositor's daughter or dependent sister or depositor's own betrothal (in case of woman depositor)                                    | (iii) 3 months' salary  | (iii) 12 monthly instalments          |
| (c)(i) Purchase of a Motor car  | (c) (i) 12 months salary or the cost of vehicle whichever is less | (c) (i) 48 monthly instalments        |
| (ii) Purchase of a Motor Cycle or a Scooter   | (ii) 6 months' salary or the cost of vehicle whichever is less    | (ii) 24 monthly instalments           |
| (d)(i) To meet the cost of education of the depositor himself or of any person actually dependent on him in the following types of courses. | (d) (i) & (ii) 9 months' salary                                   | (d) (i) & (ii) 36 monthly instalments |
- (1) For education outside India whether for academic, technical, professional or vocational courses.
  - (2) For medical, engineering and other technical or specialized courses in India beyond the High school stage, provided that the course of study is of not less than one year
- (ii) To meet the cost of Overseas passage of the subscriber, if the travel subsidy is not allowed by the sponsor

- |        |  |   |
|--------|--|---|
| (e)    | To pay life Insurance premium  | (Non-refundable)  |
| (f)(i) | To meet expenses on the illness of the depositor or dependent members of his family                        | (f) (i) 6 months' salary<br>(f) (i) & (ii) 24 monthly instalments   |
| (ii)   | To meet any other expenses considered reasonable by the Governing Body with the approval of the Registrar. | (ii) (a) Up to 3 month's Salary-Governing Body with the approval of the Registrar<br><br>(b) Beyond 3 months & upto 6 months' salary-with the approval of the Vice-Chancellor |

Provided that the amount of advance shall not exceed 75% of the amount standing at the credit of the depositor on the last day of the preceding month.

**Note:** (1) 'Salary' for the purpose of advance (refundable as well as non-refundable) from Provident Fund shall mean pay plus allowances excluding City Compensatory and House Rent Allowance.

**Note:** (2) The term 'Family' used in this Ordinance shall have the following meaning :

"Family" means a depositor's wife or husband as the case may be, residing with him and dependent upon the depositor and legitimate children and step-children residing with and wholly dependent upon the depositor. It includes in addition parent, sisters and minor brothers, if residing with and wholly dependent upon the depositor.

**N.B.** (a) The term legitimate children in this Ordinance does not include adopted children except those adopted under the Hindu Law.

- (b) The term 'Child/Children' used in this Ordinance includes major sons and unmarried daughters so long as they are residing with and wholly dependent on the parent (the depositor) and subject to the condition being fulfilled, it includes widowed daughter also.
- (c) Not more than one wife is included in the term 'family' for the purpose of these Ordinances.
- (d) An adopted child shall be considered to be a legitimate child, if under the personal law of the depositor, adoption is legally recognised as conferring on it the status of a natural child.

**Note:** (3) No employee shall be entitled to an advance out of Provident Fund unless he has contributed to the fund for a period not less than 3 years.

16.2 The grant of advance out of Contributory Provident Fund will be further subject to the following conditions for all depositors. (Attested copies of the documents mentioned may be furnished for purpose of securing the loan) :-

- (i) for the purchase of a house or land for a house, the letter of allotment from the authority such as Government, Improvement Trust, Housing Board/Housing Society etc. will be submitted alongwith the application. In the case of a deal through private source(s), all the papers relating to the purchase will be submitted within 3 months of the settlement of the deal failing which the entire amount alongwith interest thereon shall become refundable, immediately in lumpsum.
- (ii) For the construction of a house, documentary proof in support to his title to the land being exclusively in the name of the depositor and/or his spouse shall be supplied. Title of land should be clear and free from encumbrances. An attested copy of allotment order of the plot or registration deed of land or copy of intqal/ jamabandi etc. should be attached.
- (iii) If the land/plot is in urban area, an attested copy of the plan sanctioned by the Estate office/Municipal Committee/Notified Area Committee/Improvement Trust/ Municipal Corporation shall be furnished. In the case

of land in rural area such verification from the local gram panchayat shall be made available.

- (iv) In case the validity period of the plan has already expired it should be got re-validated clearly indicating the period up to which it is valid.
- (v) It should be certified that the applicant has no other plot/house exclusively in his name or in the name of any member of his family.
- (vi) The advance for construction of a house will be allowed in 4 instalments on the verification by the prescribed authority regarding the progress of construction in the following manner :
  - (A) first instalment equal to 20 percent of the advance admissible for starting the construction;
  - (B) second instalment equal to 20 percent of the advance admissible after the house has been brought to the plinth level;
  - (C) third instalment equal to 30 percent of the advance admissible when the house has been completed up to the roof level;
  - (D) fourth instalment equal to 30 percent (viz. balance) after the roofs have been completed.
  - (E) while submitting application for advance for the purposes enumerated in Ordinance 16.1 (b) the date of marriage will be indicated and if the marriage/betrothal is not solemnised within 6 months of drawal of advance the entire amount will become refundable in lumpsum alongwith interest due thereon.
  - (F) for the purpose of motor-car/scooter/motor cycle the documents relating to purchase, registration/insurance will be submitted within 2 months of the grant of advance for verification, failing which the entire amount shall become refundable in lumpsum alongwith interest due thereon.
  - (G) for the advance in respect of Ordinance 16.1 under clause (d) (i) and (ii) the letter of admission/grant of fellowship will be submitted with the application. For advance in respect of (d) (i) (2)

the amount will be released annually according to the duration of the course or the special requirement thereof.

- (H) for advance in respect of purposes in Ordinances 16.1 under clauses (e) and (f) the requisite proof in support of the need to the satisfaction of the Registrar/ Vice-Chancellor as the case may be shall be submitted.

### **16.3 Wrongful use of advance**

Notwithstanding anything contained in the P.F. Ordinances, if the sanctioning authority is satisfied that money drawn as an advance from the fund under these Ordinances has been utilised for a purpose other than that for which sanction was given to the withdrawal of the money, the amount in question shall forthwith be repaid by the subscriber to the fund, or in default be ordered to be recovered by deduction in one sum from the emoluments of the subscriber even if he be on leave. If the total amount to be repaid be more than half the subscriber's emoluments, recoveries shall be made in monthly instalments of the moieties of his emoluments till the extra amount is repaid by him.

- 16.4 During the period that depositor is on full salary, the capital of such advance must be repaid by compulsory deduction from his salary for the month following the one in which advance was drawn by equal instalments during the period prescribed in Ordinance 16.1.

A subscriber may at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees the amount of the advance being raised or reduced, if necessary, to arrive at the fixation of such instalments. After the completion of repayment of the capital the depositor shall pay in the next month(s) the amount of interest at the rate then in force that would have been credited to him if he had not drawn the advance.

- 16.5. When an advance is sanctioned under Ordinance 16.1 before payment of last instalment of any previous advance is completed, the balance of any previous advance not recovered, shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount.

17. Notwithstanding anything contained in ordinance 16, employees who have put in 12 years service may be permitted an advance from their Provident Fund on Non-refundable basis on the condition that the advance shall not exceed 75% of the amount standing at the credit of the depositor on the last day of the preceding month.
- (a) (i) Purchase of built up house;  
 (ii) Construction of house, and } 24 months' salary  
 (iii) Land for house.
- (b) (i) Son's marriage—5 month's salary  
 (ii) Daughter's marriage—12 months' salary

The employee of Non-Govt. affiliated colleges may refund the whole or a part of the advance taken by him/her.

**Note :** The conditions for grant of advance on non-refundable basis out of Provident Fund Account will be the same as for advance for refundable basis.

The rules and procedure applicable for advancing loan from the current Account for construction/purchase of house should apply mutatis mutandis to the grant of loan on non-refundable basis from the Provident Fund.

18. For building his own house or for purchase of a built up house, an employee in addition to the privileges contained in Ordinance 2 may be given a loan not exceeding 75% of the amount standing to his credit bearing interest payable to the employee on the Provident Fund from time to time recoverable in fifteen years or by the date of retirement the amount of instalments to be regulated accordingly.
- Provided that the employee shall be required to execute an Indemnity Bond alongwith two sureties.
19. On a depositor leaving a college, his account shall be closed and unless the amount to which he is entitled under these Ordinances is withdrawn, within one year, it shall be written off as a dead account and repaid only under the order of the Registrar or such Officer appointed by him in this behalf.
20. When an account becomes 'dead', the balance at the credit thereof must be credited to the Employees' Provident Fund Account of the college as miscellaneous receipt.