MCKV INSTITUTE OF ENGINEERING
243, G.T. Road (N), Ulubari, Howrah- 711 204

OFFICE ORDER

No.: MCKVIE/RG. 01/01

16th June, 2014

Resolutions have been adopted in 46th Meeting of the Board of Governors held on 9th June, 2014 that the following amendments regarding Leave Rules are being introduced with immediate effect:

1. The system of “Early Exit” at 3:30 p.m., once in a month, has been abolished.

2. An employee will be eligible to avail maximum 02 no.s of half-day Casual Leave in addition to the Half Day Casual Leave deducted for two days’ late attendance per month.

3. (a) Adhoc/Temporary Staffs members are not eligible for CCL.

   (b) Regular staff member will earn one point for every hour worked during holidays with prior permission from the HOD, maximum up to 5 points in a single day. 5 points will be equivalent to one CCL.

4. Only Earned Leave can be combined with Medical Leave, supported by Medical Certificate after exhausting of all accumulated Earned Leave. However, Casual Leave and compensatory Casual Leave can be clubbed together upto a maximum limit of three days at a time.

5. Quarantine Leave would be applicable for Staff Members, only when their family members suffer from Infectious Diseases.

6. On the reopening day of the College immediately after Summer, Puja or Winter Holidays, absence of any employee would lead to Leave without pay. It may only be condoned by the BOG.

7. Three months’ Notice Period would be applicable for the newly appointed personnel. However, for existing employees it would be applicable at the time of issuing Appointment letter for change of designation with correspondence scale.

The above will be effective on and from 1st July, 2014.

(S.D. Shome)
Registrar

[Signature]

[Signature]
24/6/14
Sub.: 44th GB Meeting has approved the Pay Scale of Laboratory Instructors w.e.f. 1st July, 2013

For Basic Science / MCA Departments:

<table>
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<tr>
<th>QUALIFICATION</th>
<th>DESIGNATION</th>
<th>SCALE</th>
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<tr>
<td>MCA/M.Sc. Degree with 05 years working experience</td>
<td>Laboratory Instructor (Sr. Scale) [may be considered for Sr. Scale through Carrier Advancement Promotion (CAP) scheme]</td>
<td>Rs. 9,000-40,500 with GP Rs. 4700/-</td>
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<tr>
<td>B.Sc. Degree with 07 years working experience</td>
<td>Laboratory Instructor (Sr. Scale) [may be considered for Sr. Scale through Carrier Advancement Promotion (CAP) scheme]</td>
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<tr>
<td>MCA/M.Sc. Degree</td>
<td>Laboratory Instructor (Jr. Scale) (with 2 increment)</td>
<td>Rs. 7,100-37,600 with GP Rs. 3200/-</td>
</tr>
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<td>B.Sc. Degree</td>
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For Other Departments:

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<tbody>
<tr>
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<td>Laboratory Instructor (Sr. Scale)</td>
<td>Rs. 9,000-40,500 with GP Rs. 4700/-</td>
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<tr>
<td>Diploma/ MCA/M.Sc. Degree with 05 years working experience</td>
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Note: Carrier Advancement Promotion (CAP) will be done based on Self Assessment Report (SAR) of the candidate and interview by an Expert Committee.

Submitted for your approval.

Principal
MT Sir

Enclosed herewith the final version of Career Advancement Scheme that was discussed in the 39th Governing Body Meeting and subsequently minor alterations are made after discussions with Prof. (Dr.) T. K. Ghoshal & Prof. (Dr.) S. K. Dey.

Submitted for your approval and circulation among the faculty members for its implementation from July, 2012.

[Signature]

Principal

Encl: Career Advancement Scheme
MCKV Institute of Engineering  
243, G.T. Road (North), Liluah, Howrah – 711 204, W.B.

CAREER ADVANCEMENT SCHEME (2012)

In commensurate with the guidelines/norms stipulated by AICTE based on 6th Central Pay Commission, new/ revised pay scales had been offered to our faculty members’ w.e.f. 1st July, 2010 after getting approval from the competent Authorities. Issues relating to Career Advancement Scheme, Incentives for higher qualification, Annual Increment etc., are discussed in the 38th BoG meeting and subsequently approved in the 39th BoG meeting as detailed below to implement for permanent faculty members of our Institute from immediate effect.

1. In connection with Career Advancement Scheme for faculty members of our Institute, the under-mentioned rules will be applicable to all full-time faculty members of this Institute possessing required degree in the relevant branch/ discipline as defined for Technical Education subject to satisfying conditions, e.g. Performance of faculty members, Screening Committee for Career Advancement, etc., as laid down by the Authorities of MCKVIE from time to time and in prescribed format and will be implemented accordingly once in a year, i.e., in July every year based on the following criteria:

Policy No. A:
(i) Assistant professors possessing Master’s degree shall be eligible for the AGP Rs.7000 after completion of 5 years full time teaching* in approved undergraduate degree engineering courses.

(ii) Assistant professors with completed service of total 10 years teaching or 5 years at the AGP of Rs.7000 shall be eligible to move upto the AGP of Rs.8000.

Policy No. B:
(i) Incumbent Assistant professor and Incumbent Lecturers (Selection Grade) who do not have PhD and is in the Scale of Pay of Rs.12000-18300 on or before 30.06.2010 shall be placed in Pay Band of Rs.37400-67000 without AGP after completion of 3 years service and accordingly shall be re-designated as Associate Professor.

(ii) Associate Professor in the Pay Band of Rs.37400-67000 without AGP shall be entitled for AGP of Rs.9000 as soon as he/ she receive his/ her Ph.D. in the relevant branch/discipline.

(iii) Assistant Professor having minimum of 5 years experience in teaching/ research/ industry in the relevant branch / discipline along with Ph.D. (2 years post Ph. D. experience is desirable) shall be eligible for promotion to the post of Associate Professor and accordingly shall be placed in Pay Band of Rs.37400-67000 with AGP of Rs.9000 on satisfactory performance in the interview by a selection committee.

* Teaching experienced shall be counted after obtaining Masters’ Degree. Part time teaching experience will not be considered.

Principal  
MCKV Inst of Engg. 
Liluah, Howrah - 711204
(iv) Associate Professor completing 3 years of service in the AGP of Rs.9000 and possessing a Ph.D. degree in the relevant discipline shall be eligible to be appointed and designated as Professor, subject to other conditions of academic performance as laid down by the AICTE. No Teacher other than those with a Ph.D. shall be promoted, appointed or designated as Professor. The Pay Band for the post of Professor shall be 37400-67000 with AGP of Rs.10000.

In a nutshell, higher AGP will be given to the concerned teacher only in July every year subject to satisfactory performance and recommendation of the Screening Committee as required by the competent Authorities of this Institute apart from the above mentioned criteria. Also any promotion will be given against sanctioned post which is vacant.

2. In connection with incentives for Ph.D. and other higher qualification for faculty members of our Institute, the following policies based on AICTE norms are being proposed for consideration of the members of the BOG.

Faculty members in the post of Assistant Professor who complete their Ph.D. degree while in service shall be entitled to three non-compounded increments, if such Ph.D. is in the relevant branch / discipline and has been awarded by a University complying with the process prescribed by the UGC for enrolment, course-work and evaluation etc.

3. Matter related to Increment:

The date of annual increment is uniformly fixed on 1st day of July of every year for the employees completing service for a period of six months or more on 1st July shall be accepted. Annual increment shall be subject to satisfactory performance of the employee concerned. Further, in case of disciplinary proceedings, all Orders regarding withholding of an increment to any employee shall indicate the period for which it is withheld and also whether the withholding shall have the effect of postponing future increments.

Principal
MCKV Inst of Engg.
Lilua, Howrah - 711204
AMENDED LEAVE RULES
FOR
STAFF MEMBERS

APPROVED BY GB AT ITS 24TH MEETING
HELD ON 30 JANUARY 2008
&
MADE EFFECTIVE FROM 1ST MARCH, 2008

AMENDED FURTHER PARTIALLY AND
APPROVED BY GB AT ITS 25TH MEETING
HELD ON 19 SEPTEMBER 2008

243, G. T. Road (North), Liluah, Howrah-711 204
Leave Rules

Leave Rules as approved by the Governing Body (GB) at its meetings held on 24-02-2001 and 30-06-2001 with amendments/-incorporations as per the resolution of the GB meeting held on 30-01-2008 and as amended partially and approved by the GI at its meeting held on 19 September 2008.

Classification of Staff Members for Leave Calculation

For the purposes of calculation of leave as also of availing of such leave the staff members of the Institute shall be classified as follows:

1. **Vacation Staff**: Members of the Faculty, the Laboratory Instructors, the Workshop Assistants and other workshop staff members by whatever designation they are identified.

2. **Non-Vacation Staff**: The Principal/Director, the Registrar, other categories of Officers, all categories of non-teaching administrative and office staff—skilled or unskilled—placed in any section, cell or branch (including Library) of the Institute and the Maintenance Engineers/Technicians of all specified disciplines and branches and such other staff as may be specified by the authority from time to time. Provided that all non-vacation staff shall be entitled to enjoy the Puja Vacation along with the vacation staff.

Depending on the exigencies of circumstances, the Principal/Director may at all times call any vacation staff for duty on such day(s) during any vacation/recess as he/she may deem necessary in the interest of the Institute.

Classification of Leave

The following kinds of leave shall be admissible to the staff of the Institute subject to the conditions mentioned hereunder:

a) Casual Leave
b) Earned Leave
c) Medical Leave
d) Maternity Leave
e) Study Leave
f) Special Disability Leave
g) Extraordinary Leave
h) Compensatory Leave
i) Quarantine Leave
General Conditions of Leave

1. Leave of any description, though due, cannot be claimed by any staff as a matter of right and nothing in these rules must be understood to limit the discretion of the authorities empowered to grant, refuse or revoke or allow limited leave of any description at any time according to the exigencies of the Institute service.

2. Application for leave of absence should be previously made in writing and sanction obtained before it is availed of, except in the case of any emergency in which case the report of such absence must be sent in, if possible, on the very day the staff is forced to absent himself/herself but in any case within three days of such absence unless he/she is prevented from doing so due to physical incapacity or for any other unavoidable cause.

3. Unreported absence may involve loss of pay and allowances. Habitual irregularities or frequent absence without leave will be considered gross negligence of duty.

4. No staff member, while on leave, shall be permitted to accept any remunerative occupation or undertake professional work except with the permission of the Principal/Director or the Registrar as the case may be.

5. These leave rules shall apply to all whole-time and permanent staff of the Institute.

6. When a staff member is granted study leave, separate leave on deputation or any other kind of long leave, he/she should furnish clearance certificate regarding books, assets and other dues before he/she actually avails of the leave.

7. 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 of duty, provided that Sundays or holidays may be prefixed or suffixed to leave, but cannot be prefixed as well as suffixed. When leave is combined with holiday(s) by both prefixing and suffixing to such holiday(s) so as to result in a continuous absence from duty over the entire period, the holidays shall be treated as part of the leave in calculating the amount of leave on full pay that may be admissible at a time.

However, for the purpose of prefixing or suffixing leave to holiday(s) exceeding three days, previous sanction of the Principal/Director or the Registrar shall be obtained.

8. If the staff member of the Institute is absent from duty on all the days of a week on which he/she has been assigned duties, whether such days are consecutive or not, he/she shall be deemed to be absent from duty for the whole of the week.

9. If a staff member of the Institute has been granted leave to which recess or vacation has been suffixed and such staff absents himself/herself from duty beyond the expiration of such recess or vacation, the whole period of his/her absence from duty after the expiration of such recess or vacation shall be treated as absence from duty without leave and he/she shall not be entitled to his/her salary or allowances for such period unless and until the Governing Body otherwise directs.

10. Leave of a particular kind cannot be converted into a leave of another kind except with the written permission of the authority to grant the leave.

11. Leave shall be calculated on the basis of a calendar year comprising Even and Odd Semester and those not joining the employment in the beginning of the calendar year/Semester will be entitled to applicable leave on prorata basis from the month of joining their duties.

- Each staff member on arrival at the Institute shall record his/her attendance in the electronic machine in the manner it is allowed there and shall do it again at the time of departure so as to facilitate automated recording of his/her time of arrival and time of departure.
- In case of any problem in the electronic machine or in such exceptional cases when a staff member has either forgotten to bring the card with him/her, he/she will record his/her arrival and departure time in the office.

The Institute's working hours having been fixed between 9.15 a.m. and 5.00 p.m., each staff member shall record his/her arrival by 9.15 a.m. with a grace period up to 9.30 a.m. If the arrival time as recorded by the machine exceeds 9.30 a.m. but does not exceed 9.45 a.m., the staff member will be recorded late. When it exceeds 9.45 a.m. but does not exceed 1.00 p.m., 1/4, a day's CL will be deducted. For every 2 (two) days' late attendance in a month, 1/4, a day's casual leave will be deducted from his/her leave account. If there is no casual leave at his/her credit the authority will decide whether the day's leave will be leave without pay.
As a general relaxation, a staff member, for personal reason, may be permitted one early exit (after 3.30 p.m.) in a month by the leave sanctioning authority on application in the prescribed format. Any additional early exit (i.e., after 3.30 p.m.) for personal reason shall entail deduction of 1/2 a day’s casual leave from his/her leave account.

Staff members who may be sanctioned early exit on specified day(s) in a week for pursuing higher studies on part-time basis shall not be entitled to any other early exit for personal reason. If a staff, who is sanctioned 1/2 day’s leave for higher studies remains absent on the other half of the specified day, 1/2 day’s casual leave shall be deducted from his/her leave account subject to the condition that he/she will provide satisfactory reasons for that absence.

Provided that for availing himself/herself of this kind of early exit facility or for availing himself/herself of some full days’ leave in a week or both, the staff member concerned may be required to execute security bond in the prescribed format.

Provided further that the authority, in the greater interest of the Institute, will be within its power to cancel, wholly or partly, any such facility at any point of time or to give different direction with regard to pursuing such higher studies by staff members and, in all cases, the decision of the authority will be final and binding.

For the purposes of calculating 1/2 a day’s casual leave sought to be taken against application in writing, the specified hours shall be as follows:

1st half: between 9.15 a.m. and 1.00 p.m.
2nd half: between 1.00 p.m. and 5.00 p.m.

Authority to Grant Leave

1. For all such category of staff members as are concerned with academic activities of the Institute, the Principal/Director of the Institute or during the absence of the Principal/Director any other designated staff member acting on his/her behalf shall be the sole authority to sanction the leave.

2. For all other category of staff members, Registrar of the Institute shall be the sole authority to sanction the leave.

Casual Leave

1. Casual leave is the leave on full-pay which a staff member may need to avail of for a short period not exceeding 3 days in a month with or without previous intimation on account of urgent private affairs or certain emergency which may arise. Casual leave cannot be accumulated nor can it be combined with any other kind of leave. Casual leave if not taken within the calendar year will lapse.

2. Casual leave may be granted for 14 days within one complete calendar year: 7 days’ leave during Even Semester (January-June) and 7 days’ leave during Odd Semester (July-December). Casual leave cannot be prefixed or suffixed or both prefixed and suffixed to vacation/recess but can be prefixed and/or suffixed to Sundays and holidays/off-days provided that the consequent period of absence shall not exceed consecutive five days, including the intervening Sundays and/or holidays. If that exceeds five days, the entire period of absence including the holidays and off-days will be deducted from his/her leave account.

3. Casual leave is allotted on prorata basis and is fractional.

4. Probationary staff and adhoc staff shall be entitled to Casual leave on prorata basis if joined after the beginning of an year. In case such staff joins in January and completes the service for the entire year, he/she will get full 14 days’ Casual Leave.

5. Casual leave should always be applied for and got sanctioned before it is taken except in case of emergency. In such a case the application for leave shall be submitted on the day the staff resumes duty after leave.

6. Casual leave needs to be got endorsed by the HOD concerned/Sectional in-charge.

7. A staff member may enjoy casual leave for half of a day, provided that in no case full-day casual leave and half day casual leave taken together shall exceed 14 days in a calendar year.

Earned Leave

1. Earned Leave is the leave which is earned by a staff member by discharge of duties for a certain period as hereafter mentioned and granted to him/her at the discretion of the authority on application being made by the staff member at least 15 days prior to the date on which he/she proposes to go on leave. Prior sanction should be obtained
for extension of leave at least 7 days before expiry of such leave. Earned leave is not fractionable.

3. Only a permanent non-vacation staff member of the Institute will be entitled to Earned leave for a period equal to 30 days in a calendar year. But in the case of a permanent vacation staff member, the total period of Earned leave shall be seven days for each year of duty which he/she has availed himself/herself of the vacation/recess.

Every staff member shall be credited at the beginning as on 1st January in each calendar year with such accumulation of Earned leave as would accrue on the basis of 30 or 7 days for each completed year of service.

- Earned leave can be combined with any other kind of leave except Casual leave.
- Earned leave may be permitted to be prefixed or suffixed to an holiday/off-day or to any vacation/recess/lng holidays but cannot be prefixed as well as suffixed to holiday(s)/off-day or to an vacation/recess/long holidays. If that is done, the entire period of absence including the intervening and/or both-side holiday(s)/off-day/vacation/recess/long holidays will be deducted from his/her leave account.

4. The maximum period for which a permanent staff member will be allowed to accumulate Earned leave will be 240 days.

5. While there will be no leave salary encashment in respect of Earned leave accumulated at the credit of a staff member, this will however be allowed, on humanitarian ground, to the family of a staff member in the event of his/her death in harness.

Medical Leave

1. Medical leave is the leave, which may be granted to a staff member who becomes ill, on application being made by him/her. A staff member may be granted Medical leave for a period not exceeding 20 days for every twelve months' service completed including vacations. The leave application needs to be supported by a certificate from qualified registered medical practitioner provided, however, that the authority may ask the staff member to submit to an examination by a medical practitioner appointed by the authority for granting him/her leave.

2. A staff member who has been granted Medical leave on medical certificate will be required to produce a certificate of fitness for resumption of duty after Medical leave. A staff member may request for waiver for such certificate up to a maximum of two days of absence.

3. Medical leave will be granted on half-pay and admissible allowances:
   a) Half-pay medical leave can be combined with Earned Leave with medical certificate.
   b) Leave on half pay on medical ground will accumulate every year up to 90 days.
   c) Only confirmed permanent staff members will be entitled to half pay leave on medical ground.
   d) A staff member will be entitled to commute the half-pay leave that he/she has earned to full pay leave for half that period on medical ground subject to production of a certificate from a registered medical practitioner.

Provided further that such commuted full pay leave shall not exceed 180 days in the whole period of service of an employee and that the commuted leave, as granted twice the number of days of actual leave of absence on half pay, shall be debited against the leave account.

Maternity Leave

1. Maternity leave may be granted to a female permanent staff member on full pay at the rate she was drawing at the time of taking leave. Such leave may be granted up to one month prior to and not more than two months from the date of confinement. That is to say, Maternity leave may be granted for a period not exceeding 90 days including the period of confinement.

2. Maternity leave is not debited against the leave account. Leave of any other kind except casual leave as admissible may be granted with the Maternity leave on Medical Certificate.

3. The staff member concerned on Maternity leave will be entitled to normal annual increment in time scale of pay.

4. Maternity leave is permissible only twice during the whole period of service at the Institute.

Leave of Principal/Director/Registrar

1. The Principal/Director or the Registrar, when they take casual leave, shall instruct the office to record.

2. The Chairman of the Institute or his nominee shall grant any other leave to the Principal/Director or Registrar.
Study Leave

1. Study leave may be granted by the Governing Body for advancement of knowledge and learning for further study, training or research in an Institute or other Institution of higher education or place of learning in either in this country or abroad. Study leave may be granted only when it is in the interest of the Institute.

2. No staff member of the Institute shall be eligible for study leave unless he/she has put in at least three years’ full-time, continuous, active and approved service in a permanent post under the Institute and is not due to retire therefrom within five years of his/her return from such leave.

3. Study leave may be granted to a staff member eligible for the same as per provisions in the foregoing clauses for a period not exceeding three years for pursuing higher studies leading to a degree higher than the one he/she possesses. Those, being eligible, who apply for leave for teaching assignment or higher studies or research not leading to a degree shall not be granted Study leave exceeding two years, provided that the Governing Body may grant leave beyond the limits mentioned above at its discretion in exceptional circumstances. Such leave may be combined with a vacation.

4. No extension of Study leave will be granted except in rare cases and on the merit therefor. An application for extension of Study leave shall be sent by the staff member concerned by registered post so as to reach the office of the Principal/Director not later than three months before the expiry of the study leave. No application for extension of leave shall be considered which does not fulfil this condition except on an express order of the Governing Body.

5. Study leave will not be granted more than twice during the whole career of the faculty member.

6. No staff member who has been granted study leave shall alter substantially the course of study or the programme of research without the permission of the Governing Body. When the course of study falls short of study leave sanctioned, the staff member shall resume duty on the conclusion of the course of study.

7. Subject to clause (8) & (9) below, only those staff members who have put in three years’ continuous service in a permanent post under the Institute shall be eligible for full pay for six months and half pay for next six months, unless decided otherwise by the Governing Body, on the merit of the individual case. The balance period of Study leave beyond the first 12 months will be without pay.

8. The amount of scholarship, fellowship or other financial assistance that a faculty, who has been granted study leave, has been awarded will not preclude his/her being granted Study leave with admissible pay and allowances but the scholarship etc. so received shall be taken into account in determining the pay and allowances on which the Study leave may be granted.

9. It should be the duty of the person granted Study leave to communicate immediately to the institute any grants actually made to him/her and received by him/her during the course of the study leave from any person or institution whatsoever.

10. A staff member who has been granted study leave shall on his/her return and re-joining the service of the Institute may be eligible to the benefit of the annual increments which the faculty would have earned in the course of time he/she had proceeded on study leave. No staff member shall, however, be eligible to receive arrears of increments.

11. Study leave shall count as service, provided the faculty joins the Institute on the expiry of his/her Study leave.

12. Study leave granted to a faculty should be deemed to be cancelled in case it is not availed of within 2 months of its sanction.

13. Before proceeding on Study leave the staff member concerned will have to enter into a duly executed agreement with the Institute in the form given in Schedule ‘B’ of the Service Manual and shall also assign a life insurance policy to the Institute covering the amount which will be paid by the Institute during the period of his/her Study leave. A staff member who is granted leave shall, before proceeding on such leave, give a written undertaking that he/she shall serve the Institute for at least three continuous years on his/her return from such leave. The Governing Body may require the staff member, at its discretion, to furnish sureties for the due fulfilment of the undertaking mentioned above.

14. If a staff member quits the service of the Institute before the expiry of three years, or if, as a result of any unsatisfactory progress report, his Study leave is cancelled at any time by the Governing Body, he/she shall refund to the Institute, in whole or in part as may be decided by the Governing Body, all the amounts including leave salary which have been paid to him on account of the grant of such leave.
15. The staff member availing Study leave shall submit to the Institute a six monthly report of progress in his/her studies through the Institute or the Instructor, under whom training or study is being pursued. The report shall be submitted within 30 days of the expiry of every six month of the study leave. If the report does not reach the Institute, payment of leave salary may be deferred till the receipt of such report.

16. In the event of the report not being found satisfactory, the Governing Body will have the right to revoke the leave at any time it deems fit.

17. The staff member shall, on his/her return from the study leave after completion of his/her study, submit to the Institute a certificate from the Institution of examination passed or of a special study or training undertaken stating the dates of commencement and termination of the course with the remarks of the instructor under whose supervision the course was undertaken.

18. Not more than 10 percent of teaching staff in any one Department at one time shall be granted study leave provided that at least one person from each Department will be eligible for such leave irrespective of the strength of its staff. As far as other staff are concerned, leave shall be granted after ascertaining the staff strength of the Department section.

19. All applications for study leave shall, before submission to the Governing Body, be examined by the Principal/Director, the Head of the Department concerned and the Registrar. If thought necessary, the applicant shall be interviewed while considering his/her application for the leave.

20. The service of the staff member who fails to return to duty at the expiry of the sanctioned leave may be terminated by the Governing Body without reference to the person concerned from the date on which he/she should have rejoined the duty.

21. Application for the study leave must contain, inter alia, the following data:
   a) Documents of admission having been made or promised to be made in the Institute or Institution.
   b) The nature of work to be pursued or degree to be taken.
   c) The scholarship, fellowship or any other financial aids including travel grants, if any, obtained or promised.

Extraordinary Leave
Extraordinary leave without pay may be granted to a wholetime staff member in special circumstances on the following condition:

a) When no other leave is admissible.
b) When other leave is admissible but the staff member applies in writing for the grant of extraordinary leave.
c) Not more than 30 days’ extraordinary leave shall be granted to any staff member.
d) Prior sanction of the authority has to be obtained before availing of such leave.

Special Disability Leave
If any member of the staff is injured or meets with an accident requiring medical treatment while on official duty in class room, laboratory, workshop or in any other work needed to discharge an official assignment, he/she is entitled to special disability leave with full pay and allowances, subject to certification by a medical practitioner, not exceeding 7 days at a time and not exceeding a maximum period of 30 days during the whole period of service.

Leave for Temporary staff
Any staff member who is appointed on adhoc/temporary/probationary basis in a vacation or non-vacation department is not entitled to any other leave except casual leave on prorata basis unless he/she has completed the stipulated probationary service.

Compensatory Leave
1. When a staff member is detailed by the authority for work on Sundays, other holidays/off-days, he/she will be entitled to Compensatory leave with full pay and allowances in lieu of full work done on those days. Such leave shall be granted for the equal number of days the staff member concerned is detailed for duty.
2. No overtime or holiday allowance shall be admissible for the period for which Compensatory leave is granted.
3. Compensatory leave cannot be accumulated. It is to be availed of within 3(three) months. Compensatory leave cannot be combined with any other leave.
4. Any staff member of the vacation department who is detailed during any vacation/recess for performing any duty shall be entitled to
compensatory leave. Provided that no vacation staff will be entitled to any kind of leave—compensatory or otherwise—for performing University (WBUT) duties during vacation/recess for which specific appointments are given by the University authority on such terms and conditions as may be specified by them from time to time. The fact that such appointments are, if at all, routed or served through the Principal/Director of the Institute, it will in no way mean that he/she is detailed for work by the Institute authority during the vacation/recess.

**Leave for Emeritus Faculty**

Emeritus Faculty members will be entitled to the same leave rules and facility as in case of other regular staff members.

**Quarantine Leave**

1. Quarantine leave is leave of absence from duty necessitated by order not to attend office due to suffering from infectious diseases as mentioned below by a member of the family of the staff concerned. Such leave may be granted on the basis of a certificate of a Public or Municipal Health Officer for a period not exceeding 21 days, or, in exceptional circumstances, for a period not exceeding 30 days. Quarantine leave will not be debited to leave account. An employee on quarantine leave will not be treated as absent from duty.

2. For the above purpose, small pox may be considered as infectious disease, chicken pox shall not, however, be considered as infectious disease unless the medical officer or public health officer considers that because of doubt as to the true nature of disease, e.g. small pox, there is reason for the grant of such leave.

3. The following diseases shall also be treated as infectious for the purpose of grant of quarantine leave:

   i) Scarlet Fever, ii) Plague (Bubonic or Butonic), iii) Typhus, iv) Cerebral-spinal meningitis.

4. For persons employed in the preparation and distribution of food, the following additional diseases shall also be treated as infectious:

   i) Dysentery, ii) Enteric fever (Typhoid fever), iii) Malta fever, iv) Paratyphoidal fever.

5. An employee himself/herself suffering from the infectious disease as mentioned above will not be granted such leave.
MCKV INSTITUTE OF ENGINEERING

SERVICE MANUAL

Chapter Index

Chapter - I - Definitions
(PAGE 1)

Chapter - II - General Conditions
(PAGE 2 - 3)

Chapter - III - Appointment, Increment, Working Hours
(PAGE 4 - 8)

Chapter - IV - Disciplinary matters etc.,
(PAGE 9 - 13)

Chapter - V - Leave Rules
(PAGE 14 - 23)

Schedules annexed to and forming integral part of this manual:

Schedule - A - Professional Responsibility, Ethical Principles, and Unacceptable Faculty Conduct
(PAGE 24 - 34)

Schedule - B - Form of Agreement for Study Leave
(PAGE 35 - 37)


Lilua, Howrah
CHAPTER – I : DEFINITIONS

Unless there is anything repugnant to the context –

1. "Academic Year" means a period of twelve months beginning on the first day of July in each calendar year.

2. "Academic Staff" means faculty members and such of the staff member of the institute as are directly/indirectly involved in Academic activity of the institute.

3. "Duty" includes:
   a. Service as a probationer provided such service is followed by confirmation,
   b. Authorized deputation to universities, other colleges, and institutions, provided absence from duty on these account do not exceed 30 days in a Calendar Year.

4. "Holiday" means a holiday declared as such by the Institute and includes a Sunday.

5. "Institute" means MCKV Institute of Engineering

6. "Non-teaching staff" mean:
   a. Administrative officers, Officer-in-Charge, Cashier, Accountant, Clerks, Assistants, Librarian, Library Assistants, Laboratory Assistants, Personal Assistants and such ministerial Staff as may be appointed at the Institute.
   b. Laboratory attendant, Electrician, Mechanic, Carpenter, Skilled Bearer, Machine Operator and such other subordinate staff as may be appointed at the Institute.
   c. Unskilled bearer, Messenger Peon, Darwan, and such lower subordinate staff as may be appointed at the Institute.
CHAPTER - II : GENERAL CONDITIONS

1. Governing Body or a sub-committee thereof shall make all appointments to all the posts under the Institute. The formal letter of appointment shall, however, be issued under the signature of the Registrar acting on behalf of the Institute.

2. A staff member shall devote his/her whole time to the service of the Institute and shall not, without express permission of the Director of the Institute engage, directly or indirectly in any trade or business whatsoever or any other work which, in the opinion of the Director may interfere with the proper discharge of his/her duties.

3. For the best interest of the Institute, the Director or the Registrar, as the case may be, require any of the staff member of the Institute, to do extra work as may be assigned to him/her commensurate to the status and duties of such staff.

4. In addition to the teaching work a teacher shall be liable to perform such extra-curricular duties, supervision and other work in connection with any academic activity of Institute as may be allotted to him/her by the Director and non-performance thereof shall be deemed to be negligence in discharge of duties. In particular and without prejudice to the foregoing provision, a teacher shall perform the following duties, viz.

4.1. Invigilation or supervision work concerning any examination for any course of study taught in the Institute;
4.2. Drawing of Class-Routines;
4.3. Carrying out of assignment for such field work as may be necessary for the courses taught in the college;
4.4. Assisting the Director with regard to admission of students;
4.5. Advising or counseling students
4.6. Evaluation of answer-scripts of students for any examination conducted by the college;
4.7. Participation in N. C. C., N. S. S., sports, games and other co-curricular activities for the well being of the students;

4.8. Making internal assessment of the students.
4.9. Assisting Director in management of hostels and mess attached to the Institute or administered by the Institute.

5. Every staff member of the Institute shall abide by the pattern of holidays and recess, as may be determined by the Institute from time to time. During the period of recess, only classes shall remain suspended.

6. A staff member shall make a declaration of his/her age at the time of his/her entry into service based on his Matriculation, School Final, Higher Secondary, Senior Cambridge or any other certificate approved by the authority concerned and in the case of non-Matriculates such other documentary proof as may be acceptable to the authority concerned upon which the age will be admitted. After the declaration of age and acceptance of the same by the authority it shall be binding on him/her and no revision of such age shall be allowed to be made at a later date for any purpose whatsoever.

7. The Institute being a center of Education, its existence and survival, hinges to a great extent on the awareness and observance of Professional Responsibilities and Ethical Principles by Academic Staff Members of the Institute as set out in Schedule A annexed hereto and every such staff member shall abide by them.
CHAPTER III: APPOINTMENT, INCREMENT, WORKING HOUR

1. Appointment of Director, teachers, librarian and Lab Instructors having minimum qualification shall be made by the managing committee through a Selection Committee constituted by the Governing Body of the Institute in accordance with such conditions as the Governing Body may decide and which are not repugnant with the norms of AICTE/University/State Govt. rules/norms.

1.1. Whenever the Selection Committee has recommended a panel of candidates for appointments to vacant posts, such panel shall remain valid for the purposes of appointment for a period of one year for teachers with effect from the date of acceptance of such recommendation by the Selection Committee.

1.2. Whenever felt necessary the Director, in consultation with the Chairman appoint part-time/ad-hoc Lecturers, Laboratories Instructors, and Library/Workshop Assistants. Such appointments shall be made for a maximum period of six months. No further extension shall be made unless the same has been sanctioned by the Chairman before the expiry of period of extended service.

1.3. Appointment of other staffs, whole time or part-time, shall be made by the Chairman in accordance with such rules and regulations as may be framed by it.

2. Unless otherwise provided, on first appointment to a post, basic pay of a staff member shall be fixed at the minimum of the time scale attached to the post.

2.1. The increment in a pay though provided for in the grade cannot be claimed as a matter of right but has to be earned by a staff member by approved service. Every staff member shall normally be paid the increment that may fall due according to the grade pay rules unless the same has been withheld by the Institute in terms of provisions as laid down in the manual.

2.2. In calculating the period of service of a staff member in any post for any purpose including the operation of time scale on pay, service shall be counted from the date of his joining the post on his first appointment as a probationer.

Provided that if the staff member began his service as a temporary appointee and was afterwards appointed as a probationer on the same or any other post, service 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.

Following shall be treated as a "break" in service:
   a. Unauthorized leave of absence.
   b. Unauthorized absence in continuation of authorized leave of absence.

2.3. The period of leave granted without pay shall not be taken into reckoning for purpose of regular grade increment.

PROBATION, PROMOTION, ETC

3. The minimum period of probation shall be 1 year, extendable by a maximum period of 1 more year in case of unsatisfactory performance. Service of any staff member can be terminated for unsatisfactory service and/or inefficiency in handling the allotted assignments by giving one month's notice in writing or a month's salary, including allowances, in lieu thereof.

3.1. The principles of promotion for non-teaching staff shall be guided by the procedures and norms laid down by the Governing Body and for other category of staff it shall be guided by the AICTE norms, in force from time to time.

3.2. Appraisal of performance is a mandatory part of Career
Advance of all the staff members of the Institute.

3.3 It is optional for the Institute to consider introducing student evaluation as a method of assessment of the teacher.

STAFF RECORDS

4. Every staff member of the Institute, including the Director of the Institute shall sign a daily attendance register maintained for the purpose and such daily attendance shall be countersigned by the Director.

4.1 There shall be maintained a personal file for every staff member, whether whole-time or part-time, in which shall be placed all papers, records, and other documents relating to his/her service in the Institute. The file should contain in particular, a service book giving history of his/her service from the date of his/her appointment including increment, promotion, reward, punishment and all other special events in his/her service career. The Service Book shall also contain a leave account for the staff member showing complete record thereof.

WORK LOAD, WORKING HOUR AND ATTENDANCE

5. In each calendar year the annual time table for the college shall be fixed by the Director in consultation with the concerned head of departments and the same shall be followed.

5.1 In an academic year the working load of a teacher in full time employment shall not be less than the minimum prescribed as per the AICTE norms. It would be necessary for the teacher to be available at the institute during the college hours.

5.2 Director of the college shall ordinarily take not less than four periods of class work in a week in a subject taught in the college.

5.3 For non-teaching staff the normal working period will be of not less than 7 hours duration with a recess of half an-hour. The commencement of duty is to be based on fixed routine, but variation may occur if exigency arises.

5.4 No staff member shall leave the place of work during the duty hours without the permission from the person in charge of the office or department concerned, except on official business.

5.5 All absence from duty shall be covered by a prior application or intimation in writing. For absence under unavoidable circumstances, application for condonation of absence should be submitted as early as possible.

5.6 If a staff member being present at the place of his duty, abstains from work without permission 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.

5.7 Late attendance beyond 10 minutes, without previous permission of the concerned authority, for a block of 3 days in one month shall entail forfeiture of half-day's leave. No one will be allowed to attend the Institute if he is late by more than 45 minutes or more in a day, except without prior permission of the concerned authority.

RETIREMENT

6. A whole time staff member of The Institute shall retire from service on the last day of the month in which he attains superannuating age i.e. 60 years.

6.1 A staff member, who is not on contract service, may at any time resign from employment upon giving three month's notice in writing to the Director, provided that no academic staff member shall be normally relieved during the course
of the academic year unless exceptional circumstances arise in any individual case.

6.2 The temporary or probationary staff member shall be entitled to voluntary resignation by giving to the Director written notice in writing at least one month in advance.

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

6.3 Any contravention of provisions of paragraph 6.1 or 6.2 shall entail forfeiture of salary for the period by which the notice falls short of the requirement of paragraph 6.1 & 6.2 in addition to such disciplinary action as may be taken for such contravention.

6.4 On the termination of the service of a staff member for whatever cause, the staff member shall pay to the Institute any money that may be due from him, deliver to the authorities of the Institute all books, apparatus, records and such other articles belonging to the Institute as may be in his/her possession at the time and take clearance certificate from the Administrator. The Governing Body shall have the right to deduct the money or the value of articles from his dues from the Institute.

CHAPTER - IV: DISCIPLINARY MATTERS

PENALTIES

1. The following penalties or any of these may be imposed on staff member of the Institute for misconduct, and for other good and sufficient reasons, by the appointing authority or by any other authority to which the appointing authority is subordinate:

1.1 Censure;

1.2 Withholding of increments or promotion including stoppage of increment at an efficiency bar, if any;

1.3 Recovery from pay of the whole or part of any pecuniary loss caused to the college by the staff member;

1.4 Reduction to a lower stage in the time scale of pay for a specified period with further direction as to whether or not he/she will earn increments of pay during the period of such reduction and whether on the expiry of such period the reduction will or will not have the effect of postponing the future increments of his pay;

1.5 Reduction to a lower time scale of pay, grade, post or service which shall not ordinarily be a bar to the promotion of the staff member to the time scale of pay, grade post or service from which he/she was reduced with or without further directions regarding conditions to restoration of the grade, post or service from which was reduced with or without further directions regarding his/her seniority and pay upon such restoration to that grade, pay or service;

1.6 Compulsory retirement;

1.7 Removal from service, which shall not be a disqualification for future employment under the Institute;

1.8 Dismissal from service, which shall ordinarily be a
disqualification for future employment under the institution.

Explanation:

Following eventualities shall not tantamount to removal or dismissal from service:

a. Termination of employment of a person appointed on probation during or at the end of the period or probation in accordance with the terms of appointment, or
b. Termination of employment of a temporary staff on the expiry of the period of his appointment,
c. Termination of employment of a person engaged on contract in accordance with the terms of his contract

ACT OF MISCONDUCT

2. Any of the following act of a staff member shall be constructed as an act of misconduct:

2.1. Gross negligence in discharge of duties;
2.2. Willful insubordination or disobedience to a reasonable order of a higher authority or breach of discipline;
2.3. Theft, fraud or dishonesty in connection with the property of the Institution;
2.4. Giving false information regarding one's name, father's name, age, qualifications, previous service etc. at the time of employment;
2.5. Habitual late attendance or willful absence from duty without leave or sufficient causes;
2.6. Taking or giving bribes or any illegal gratifications or indulging in corrupt practices;
2.7. Indecent behavior or any other act subversive of discipline;
2.8. Assaulting or intimidating any staff of the Institute;
2.9. Sabotage or willful damage to or causing loss of goods or properties of the Institute;
2.10. Spreading false information with a view to cause disruption of the normal work of the Institute;
2.11. Unauthorized use of land and building of the Institute;
2.12. Conviction in a Court of Law for offence involving moral turpitude;
2.13. Breach of rules and regulations, orders and circulars of the Institute or of any of the higher authorities;
2.14. Abetment or attempt to commit any of the acts of misconduct;
2.15. Any other ground, which may be considered by the Governing Body to be detrimental to the interest of the Institute.
2.16. Violation of orders regarding attendance and office discipline;
2.18. Taking illegal gratification.
2.19. Tampering with official records;
2.20. Any misconduct unbecoming of a staff of the Institute.

DISCIPLINARY AUTHORITY:

3. Subject to the provisions hereinafter, the Director of the Institute shall be the disciplinary authority in respect of all staff member other than those belonging to the non-teaching staff member
and in the case of non-teaching staff member the Administrator of the Institute shall be the disciplinary authority. Provided that the disciplinary authority shall not be entitled to impose any punishment other than "Censure" on any staff member and in case the disciplinary authority is of opinion that the gravity of the offence proved may warrant imposition of any punishment other than Censure, it shall be the duty of the disciplinary authority to place all papers including the findings of the disciplinary authority on an enquiry, if any, before the Governing Body or a sub-committee thereof for taking such steps it may deem appropriate.

SUSPENSION:

4. The disciplinary authority may place any staff member under given suspension under following circumstances:

4.1. Where the disciplinary proceedings against him/her is contemplated for or pending or;

4.2. Where a case against him/her in respect of any criminal offence is under investigation, enquiry or trial.

5. A staff member shall be deemed to have been placed under suspension by an order of the disciplinary authority -

5.1. With effect from the date of detention, if he/she is detained in police custody on a criminal charge for a period exceeding 48 hours;

5.2. Where the penalty of dismissal or removal from service imposed upon an staff member, under suspension, is set aside on appeal or on review under this Statute or under any order of the Court of Law and the case is remitted for further enquiry or action with any other direction his/her suspension shall be deemed to have continued and in force from the date of the original order of the dismissal and shall remain in force until further orders of the disciplinary authority.

5.3. During the period of suspension, the staff concerned shall be entitled to a subsistence allowance of an amount equal to one half of his/her basic pay and allowances in full. In the event of his suspension being followed by punishment he/she shall not be entitled to any further emoluments other than what he/she had already been paid from the date of his suspension unless the Governing Body directs otherwise.

An order of suspension under this Statute shall not be deemed to be or construed as punishment for any purpose whatsoever.

PRELIMINARY ENQUIRY:

6. Whenever a complaint is made against a staff member of the Institute about the committing of an act of misconduct, it shall be competent for the disciplinary inquiry authority described hereinbefore, to carry out a preliminary inquiry before commencing the formal disciplinary proceedings referred to hereinabove. Such preliminary inquiry may be made either by the disciplinary authority himself or by some other person (s) authorised by the said authority to carry out the inquiry, such person(s) may or may not be connected with the Institute. This preliminary inquiry will be in the nature of a fact-finding inquiry for the purpose of enabling the disciplinary authority to ascertain whether there is a prima facie case, which will justify the commencement of formal disciplinary proceedings. The disciplinary authority, however, need not carry out such preliminary enquiry, if the said authority does not considers it to be necessary.

It shall be competent for the Governing Body for good and sufficient reason, to direct the Director or the Registrar cum Administrator to initiate either a preliminary enquiry or formal disciplinary proceedings against any of the staff of the Institute.
CHAPTER V: LEAVE RULES

CLASSIFICATION OF STAFF MEMBER FOR LEAVE CALCULATION

For the purpose of calculation of leave the staffs of the Institute shall be classified as follows:

1. Vacation Staff:
   Members of teaching staff other than Director Head of departments and those in-charge of workshops and laboratories.

2. Non-Vacation Staff:
   Administrative officers, General Office staff, Head of Departments, faculty-in-charge, members of non-teaching staff, such faculties as are placed in charge of workshop and laboratories and such other staff as are not entitled to enjoy the vacations of the Institute.

Depending on the emergencies of the situation the Director may at all times call any vacation staff for duty on the he may consider necessary.

CLASSIFICATION OF LEAVES

The following kinds of leave shall be admissible to the staffs of the Institute subject to the conditions mentioned hereunder:

a) Casual Leave
b) Earned Leave
c) Sick Leave
d) Maternity Leave
e) Study leave
f) Special disability leave
g) Extraordinary leave.

GENERAL CONDITIONS OF LEAVE

1. Leave of any description, though due cannot be claimed by any staff as of right and nothing in these rules must be understood to limit the discretion of the authorities empowered to grant, refuse or revoke or allow limited leave of any description at any time according to the exigencies of the Institute service.

2. Application for leave of absence should be previously made in writing and sanction obtained before it is availed of, except in the case of any sudden emergency in which case the report of such absence must be sent in, if possible, on the very day the staff is obliged to absent himself and in any case within three days of such absence unless he is prevented from doing so due to physical incapacity or any other unavoidable cause.

3. Unreported absence may involve the loss of pay and allowances, habitual irregularities or frequent absence without leave will be considered gross negligence of duty.

4. No staff member on leave shall be permitted to accept any remunerative occupation or undertake professional work while on leave except with the permission of the Director or the Administrator, as the case may be.

5. These leave rules shall apply to all permanent staff of the Institute.

6. When a staff member is granted study leave, leave on deputation or any other kind of long leave, he should furnish clearance certificate regarding books, assets and other dues before he actually avails of the leave.

7. 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 of duty, provided that Sundays or holidays may be prefixed or suffixed to leave, so, however that for the purpose of prefixing or sufficing to leave holidays exceeding three days, previous sanction of the Director, or the Administrator to grant the leave shall be obtained.

8. If the staff member of the Institute is absent from duty on all the days of a week on which he/she has been assigned duties, whether such days are consecutive or not, he/she shall be
deemed to be absent from duty for the whole of the week.

9. If a staff member of the Institute has been granted leave to which holidays or vacation has been suffixed and such staff absents himself/herself from duty beyond the expiration of such holiday or vacation, the whole period of his/her absence from duty after the expiration of such holidays or vacation shall be treated as absence from duty without leave and he/she shall not be entitled to his/her salary or allowances for such period unless and until the Governing Body otherwise directs.

10. Leave of a particular kind cannot be converted into a leave of another kind except with the written permission of the authority to grant the leave.

11. Leave shall be calculated on the basis of a calendar year comprising Even and Odd Semester and those not joining the employment in the beginning of the calendar year/semester will be entitled to applicable leave on pro-rata basis from the month of joining their duties.

DIRECTOR AUTHORITY TO GRANT LEAVE

1. For all such category of staff member as are concerned with academic activities of the Institute, the Director of the Institute or during the absence of the Director any other designated staff member acting on his/her behalf as such shall be the sole authority to sanction the leave.

2. For all other category of staff member, Director or Registrar of the Institute shall be the sole authority to sanction the leave.

CASUAL LEAVE

1. Casual leave is the leave on full pay which a staff member may need to avail of for a short period not exceeding 3 days at a time with or without previous intimation on account of urgent private affairs or certain emergency which may arise. Casual leave can neither be accumulated nor joined to any other kind of leave.

2. Casual leave may be granted for 14 days within one complete calendar year: 6 days leave during Even Semester (January-June) and 8 days leave during Odd Semester (July-December). Casual leave cannot be affixed or suffixed to any vacation i.e. Summer vacation, Puja Vacation, etc., but it can be prefixed and suffixed to Sundays and holidays.

3. Probationary staff and ad-hoc staff shall be entitled to casual leave in such manner as may be fixed as per the separate rules framed therefore.

4. Casual leave should always be applied for and sanctioned before it is taken except in case of emergency.

5. Casual leave may be granted by the Head of Department/ Section Concerned. Casual leave for more than three days at a time shall not be granted to staff member without the sanction of the concerned Director authority.

EARNED LEAVE

1. Earned Leave is the leave which is earned by a staff member by discharge of duties for a certain period as hereafter mentioned and granted to him/her at the discretion of the authority on application being made by the staff member at least 15 days prior to the date on which he/she proposes to go on leave. Prior sanction should be obtained for extension of leave at least 7 days before expiry of such leave.

2. A permanent staff member of the Institute will be entitled to earned leave for a period equal to 30 days in a calendar year, but in the case of permanent staff member of Vacation department the total period of earned leave shall be seven days for each year of duty in which he/she has availed himself/herself of the vacation provided that any staff member of the vacation department who has been detained during any vacation for performing any duty shall be entitled to compensatory leave.
3. Every staff member shall be credited at the beginning as on 1st of January in each calendar year with such accumulation of earned leave as would accrue on the basis of 7 or 30 days for each completed year of service subject to the maximum of 180 days less any advance leave that may have been granted to him/her on this account.

4. The maximum period for which a permanent staff member will be allowed to accumulate earned leave will be 240 days.

5. A staff member shall be paid the cash equivalent of leave salary in respect of the period of earned leave at his/her credit at the time of his/her retirement. Such encashment of leave shall be guided by the conditions as stated below:
   a. The payment of cash equivalent of leave salary be limited to a maximum of 240 days of earned leave;
   b. The cash equivalent of leave salary thus admissible would become payable on retirement and would be paid in one lump sum as a one time settlement;
   c. Cash payment under this would be equal to leave salary as admissible for earned leave and dearness allowances admissible on that leave salary at the rates in force on the date of retirement. No house rent allowance would be paid;
   d. The authority competent to grant leave shall issue order granting cash equivalent of earned leave at credit on the date of retirement.
   e. In the event of death of a staff member while in service his legal heir(s) shall be paid the cash equivalent.

SICK LEAVE

1. A sick leave is the leave, which may be granted to a staff member who becomes ill, on application being made by him. A staff member may be granted sick leave for a period not exceeding 20 days for every twelve months’ service completed including vacations, upon an application being made and being supported by a certificate from qualified registered medical practitioner provided, however, that the authority may ask the staff member to submit to an examination by a medical practitioner appointed by the authority before granting him leave.

2. Staff member who has been granted Sick Leave on medical certificate will be required to produce a certificate of fitness for resumption of duty after sick leave.

3. Sick leave will be granted on half pay and admissible allowances.

MATERNITY LEAVE

1. Maternity leave may be granted to a female permanent staff member on full pay at the rate she was drawing at the time of taking leave. Such leave may be granted up to one month prior to and not more than two months from, the date of confinement.

2. Maternity leave is not debited against the leave account. Leave of any other kind except casual leave, as admissible, may be granted with the Maternity Leave on Medical Certificate.

LEAVE OF DIRECTOR/REGISTRAR

1. The Director or the Registrar cum Administrator when they take casual leave shall instruct the office to record.

2. The Chairman of the Institute shall grant any other leave to the Director or Registrar cum Administrator.

STUDY LEAVE

1. Study leave may be granted by the Governing Body for advancement of knowledge and learning, for further study, training or research at a Institute or other Institution of higher education or place of learning to a staff either in this country or abroad. Study leave may be granted only when it is in the interest of the Institute.
2. No staff member of the Institute shall be eligible for study leave unless he has put in at least three years' full-time continuous, active and approved service in a permanent post under the Institute and is not due to retire there from within five years of his return from such leave.

3. Study leave may be granted to a staff member eligible for the same as per provisions in the foregoing clauses for a period not exceeding 4 years for pursuing higher studies leading to a degree higher than the one he/she possesses. Those, being eligible, who apply for leave for post-doctoral research, teaching assignment or higher studies or research not leading to a degree shall not be granted study leave exceeding two years, provided that the Governing Body may grant leave beyond the limits mentioned above at the discretion in exceptional circumstances. Such leave may be combined with a vacation.

4. No extension of study leave will be granted except in rare cases and on the merit therefor. An application for extension of study leave shall be sent by the staff member concerned by registered post so as to reach the office of the Director not later than three months before the expiry of the study leave. No application for extension of leave shall be considered which does not fulfill this condition except on an express order of the Governing Body.

5. Study leave will not be granted more than twice during the career of the faculty member.

6. No staff member who has been granted study leave shall alter substantially the course of study or the programme of research without the permission of the Governing Body. When the course of study falls short of study leave sanctioned, the staff member shall resume duty on the conclusion of the course of study.

7. Subject to clause (6), (7) & (8) below, only those staff member who have put in three years' continuous service in a permanent post under the Institute shall be eligible for full pay for six months and half pay for next six months, unless decided otherwise by the Governing Body, on the merit of the Individual Case.

8. The amount of scholarship, fellowship or other financial assistance, that a faculty who has been granted study leave, has been awarded will not preclude his/her being granted study leave with admissible pay and allowances but the scholarship etc so received shall be taken into account in determining the pay and allowance on which the study leave may be granted.

9. It should be the duty of the person granted study leave to communicate immediately to the institute any grants actually made to him and received by him during the course of the study leave from any person or institution whatsoever.

10. A staff member who has been granted study leave shall on his/her return and re-joining the service of the Institute may be eligible to the benefit of the annual increments which the faculty would have earned in the course of time he/she had proceeded on study leave. No staff member shall however, be eligible to receive arrears of increments.

11. Study leave shall count as service for provided the faculty joins the Institute on the expiry of his/her study leave.

12. Study leave granted to a faculty should be deemed to be cancelled in case it is not availed of within 12 months of its sanction.

13. Before proceeding on study leave the staff member concerned will have to enter into a duly executed agreement with the Institute in the form given in Schedule 'B' to this manual and shall also assign a life insurance policy to the Institute covering the amount which will be paid by the Institute during the period of his study leave. A staff member who is granted leave shall, before proceeding on such leave, give a written undertaking that he shall serve the Institute for at least three continuous years on his return from such leave. The Governing Body may require the staff member
at its discretion to furnish sureties for the due fulfillment of the undertaking mentioned above.

14. If a staff member quits the service of the Institute before the expiry of three years, or if, as a result of any unsatisfactory progress report, his study leave is cancelled at any time by the Governing Body, he shall refund to the Institute, in whole or in part as may be decided by the Governing Body, all the amounts including leave salary which have been paid to him on account of the grant of such leave.

15. The staff member availing study leave shall submit to the Institute a six monthly report of progress in his/her studies through the Institution or the instructor, under whom training or study is being pursued. This report shall be submitted within 30 days of the expiry of every six-month of the study leave. If the report does not reach the Institute, payment of leave salary may be deferred till the receipt of such report.

16. In the event of the report not being found satisfactory, the Governing Body will have the right to revoke the leave at any time it deems fit.

17. The staff member shall, on his return from the study leave after completion of his study, submit to the Institute a certificate from the Institution of examination passed or of a special study or training undertaken stating the dates of commencement and termination of the course with the remarks of the instructor under whose supervision the course was taken.

18. Not more than 10 percent of teaching staff in any one Stream at one time shall be granted study leave provided that at least one person from each stream will be eligible for such leave irrespective of the strength of its staff. As far as other staff are concerned leave shall be granted after ascertaining the staff strength of the department or section.

19. All applications for study leave shall, before submission to the Governing Body, be examined by Director and the concerned Head of the Department and the Registrar cum Administrator. If thought necessary the applicant shall be interviewed while considering his/her application for the leave.

20. The service of the staff member who fails to return to duty at the expiry of the sanctioned leave may be terminated by the Governing Body without reference to the person concerned as from the date on which he/she should have rejoined the duty.

21. Application for the study leave must contain, inter alia, the following data:
   a. Documents of admission having been made or promised to be made in Institute or Institution;
   b. The nature of work to be pursued or degree to be taken;
   c. The scholarship, fellowship or any other financial aids including travel grants, if any, obtained or promised.

EXTRAORDINARY LEAVES

Leave of any type not covered by the classifications (a) to (e) as mentioned above shall be construed as extraordinary leave and cannot be availed without prior sanction of the authorities concerned.

SPECIAL DISABILITY LEAVE

If any member of the staff is injured or meets with an accident requiring medical treatment while on official duty in class room, labs, workshop or in any other work needed to discharge an official assignment he/she is entitled to special disability leave subject to certification by a medical practitioner not exceeding 7 days at a time.

LEAVE FOR TEMPORARY STAFF

Any staff member who is holding a temporary employment in a vacation or non-vacation department is not entitled to any leave except casual leave unless he has completed one year of service.
SCHEDULE A

PART I

PROFESSIONAL RESPONSIBILITIES, ETHICAL DIRECTORS
AND UNACCEPTABLE FACULTY CONDUCT.

PREAMBLE:

The MCKV Institute of Engineering seeks to provide and sustain an
environment conducive to sharing, extending, and critically examining
knowledge and values, and to furthering the search for wisdom.
Effective performance of these central functions requires that
academic staff members be free within their respective fields of
competence to pursue and teach the truth in accord with appropriate
standards of scholarly inquiry.
It is the intent of this Code to protect academic freedom, to help
preserve the highest standards of teaching and scholarship, and to
advance the mission of the Institute as an institution of higher learning.

This Code elaborates standards of professional conduct, derived from
general professional consensus about the existence of certain
precepts as basic to acceptable academic behavior. Conduct which
departs from these precepts is viewed by the Institute as unacceptable
because it is inconsistent with the mission of the Institute. The
articulation of types of unacceptable faculty conduct is appropriate
both to verify that a consensus about minimally acceptable standards
in fact does exist and to give fair notice to all concerned that
departures from these minimal standards may give rise to disciplinary
proceedings.

The member's privileges and protections, including that of tenure,
rest on the mutually supportive relationships between the member's
special professional competence, his academic freedom, and the
central functions of the Institute. These relationships are also the
source of the professional responsibilities of the members.

This listing of faculty responsibilities, ethical principles, and types of
unacceptable behavior is organized around the individual faculty
member's relation to teaching and students, to scholarship, to the
Institute, to colleagues, and to the community.

Institute discipline, as distinguished from other forms of reproval,
should be reserved for faculty misconduct that is either serious in
itself or is made serious through its repetition, or its consequences.

The following general principle is intended to govern all instances of
its application:

Institute discipline under this Code may be imposed on a faculty
member only for conduct which is not justified by the ethical principles
and which significantly impairs the Institute's central functions as
forth in the Preamble. The Types of Unacceptable Conduct listed
below in Sections A through E do not meet the preceding standards
and hence are subject to Institute discipline.

A – TEACHING & STUDENT

1.- Ethical Principles.

"As teachers, the academic staff members encourage the free pursuit
of learning of their students. They hold before them the best scholarly
standards of their discipline. They demonstrate respect for students
as individuals and adhere to their proper roles as intellectual guides
and counselors. They make every reasonable effort to foster honest
academic conduct and to assure that their evaluations of students
reflects each student's true merit. They respect the confidential nature
of the relationship between teacher and student. They avoid any
exploitation, harassment, or discriminatory treatment of students.
They acknowledge significant academic or scholarly assistance from
them. They protect their academic freedom."

2 – Responsibilities

Each academic staff is responsible for teaching effectively and in a
conscientious manner. Without limiting the generality of this
requirement, academic staff members:

will follow academic policies of the Institute regarding course
outlines, and will inform students of assignments and
methods of evaluation.

will make themselves accessible to students for consultation, for instance, by maintaining reasonable office hours;

will adhere to the published timetable in all but exceptional circumstances, and will take reasonable and appropriate steps to inform both students and the Institute of any necessary cancellation and rescheduling of instruction; and

will be conscientious in grading student assignments and commenting thereon in a timely fashion, and

will adhere to the schedules for submission of grades and evaluations by Departments, Faculties, and Exam Cell of the Institute.

3 - Unacceptable conduct:

1. Failure to meet the responsibilities of instruction, including:
   (a) arbitrary denial of access to instruction;
   (b) significant intrusion of material unrelated to the course;
   (c) significant failure to adhere, without legitimate reason, to the rules of the faculty in the conduct of courses, to meet class, to keep office hours, or to hold examinations as scheduled;
   (d) evaluation of student work by criteria not directly reflective of course performance;
   (e) undue and unexcused delay in evaluating student work.

2. Discrimination against a student on political grounds, or for reasons of race, religion, sex, sexual orientation, ethnic origin, national origin, ancestry, marital status, or for any other arbitrary or personal reasons.

3. Knowing violation of the Institute policy of non-discrimination against students on the basis of handicap.

4. Use of the position or powers of an academic staff member to coerce the judgment or conscience of a student or to cause harm to a student for arbitrary or personal reasons.

5. Participating in or deliberately abetting disruption, interference, or intimidation in the classroom.

4 - Teacher Learner Relationship

The teacher-learner relationship should be based on mutual trust, respect and responsibility. This relationship should be carried out in a professional manner, in a learning environment that places strong focus on education, high quality personality growth and, at all times, ethical conduct. In the teacher-learner relationship, each party has certain legitimate expectations of the other. For example, the learner can expect that the teacher will provide instruction, guidance, inspiration and leadership in learning. The teacher, on the other hand, can expect the learner to make an appropriate professional investment of energy and intellect to acquire the knowledge and skills necessary to become an effective engineer, and from commitment to service, come to value the importance of responsibility towards society at large. In this frame of reference both parties can expect the other to prepare appropriately for the educational interaction and to discharge their responsibilities in the educational relationship with unfailing honesty and respect for each other.

With this in mind, the faculty has the responsibility to model and explicitly describe the behavior they expect of students in their interactions with others. Students, in turn, have a responsibility to extend the framework of collegial and respectful interaction to peers, faculty, and other members of the Institute.

Certain behaviours are inherently destructive to the teacher-learner relationship and may, in fact, constitute a form of "abuse". This may be operationally defined as behaviour by an academic staff member which is consensually disapproved of by society and by the academic community as either exploitive or punishing.
5 - Inappropriate Behavior in the Teacher-Learner Relationship

The following are some examples of inappropriate behavior frequently cited in the literature and are included here for educational reference:

- physical punishment or physical threats
- sexual harassment
- discrimination based on race, religion, ethnicity, sex, age.
- sexual orientation and physical disabilities
- repeated episodes of psychological punishment of a student by a particular superior (e.g. public humiliation, threats and intimidation, removal of privileges)
- grading used to punish a student rather than to evaluate performance.
- assigning tasks for punishment rather than educational purposes.
- requiring the performance of personal services
- taking credit for another individual's work
- intentional neglect or intentional lack of communication
- entering or allowing to continue, dual relationships with students which might compromise objectivity and/or affect student performance

B-SCHOLARLY & OTHER CREATIVE ACTIVITIES

1 - Ethical Principles.

"Academic staff, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry."

2 - Responsibilities

Each academic staff member will devote a reasonable proportion of time to research, scholarship, or creative work. All faculty members will take part in orientation course, or engaged in appropriate continuing education programmes of comparable quality as may be specified or approved by the Institute Grants Commission.

3 - Unacceptable Conduct

Violation of cannons of Intellectual honesty, such as intentional misappropriation of the writings research and findings of others

C - THE INSTITUTE

1 - Ethical Principles.

"As a member of an academic institution, academic staff members seek above all to be effective teachers and scholars. They give due regard to their paramount responsibilities within their institution in determining the amount and character of the work done outside it. When considering the interruption or termination of their service, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions."

2 - Responsibilities

Each academic staff member is responsible for participating in the life of the institute, in its governance and administration. He/she will normally do so through participation in committees of the Institutes, and/or by accepting a fair and reasonable share of the administrative responsibilities in their department and the Institute.

3 - Unacceptable conduct:

1. Intentional disruption of functions or activities sponsored or authorized by the Institute.

2. Incitement of others to disobey Institute rules when such incitement constitutes a clear and present danger that violence
or abuse against persons or property will occur or that the
Institute's central function will be significantly impaired.

3. Unauthorized use of Institute resources or facilities on a
significant scale for personal, commercial, political, or religious
purposes.

4. Forcible detention, threats of physical harm to, harassment or
intimidation of another member of the Institute community, with
the intent to interfere with that person's performance of Institute's
activities.

D - COLLEAGUES

1 - Ethical Principles.

"As colleagues, academic staff members have obligations that derive
from common membership in the immunity of scholars. Academicians
do not discriminate against or harass colleagues. They
respect and defend the free inquiry of associates. In the exchange
of criticism and ideas, they show due respect for the opinions of
others. They acknowledge academic debts and strive to be objective
in their professional judgment of colleagues. They accept their share
of faculty responsibilities for the governance of their institution."

2 - Unacceptable conduct:

1. Making evaluations of the professional competence of faculty
members by criteria not directly reflective of professional
performance.

2. Discrimination against faculty on political grounds, or for
reasons of race, religion, sex, sexual orientation, ethnic origin,
national origin, ancestry, marital status, or for any other arbitrary
or personal reasons.

3. Knowing violation of the Institute policy of non-discriminations
against colleagues on the basis of handicap.


E - THE COMMUNITY

1 - Ethical Principles.

"Academic staff members have the same rights and obligations as
all citizens. They are as free as other citizens to express their views
and to participate in the interactive processes of the community. When
they act or speak in their personal and private capacities, they should
avoid deliberately creating the impression that they represent the
Institute."

2 - Unacceptable conduct:

1. Intentional misrepresentation of personal views as a statement
of position of the Institute or any of its authorities and agencies.
(An institutional affiliation appended to an academic member’s
name in a public statement or appearance is permissible, if
used solely for purposes of identification.)

2. Commission of a criminal act which has led to conviction in a
court of law and which clearly demonstrates unfitness to continue
as a member of the faculty.

PART - II

PROFESSIONAL CODE OF CONDUCT

Each academic staff member is responsible for conducting himself
or herself in a professional and ethical manner towards colleagues,
students, faculty, and other members of the Institute community.
Without limiting the generality of the foregoing, faculty members at
the Institute

1. will not infringe the academic freedom of their colleagues;

2. will observe appropriate principles of confidentiality, particularly
regarding students;

3. will, in their published work, whenever it is appropriate, indicate
publicly the assistance of academic colleagues or students;
4. will disclose conflicts of interest or other circumstances which may reasonably introduce or appear to introduce bias into any academic or administrative decision to which they may be a party, and

5. will observe all of the published rules and policies of the Institute and its various bodies.

PART - III

PROCEDURES FOR TAKING DISCIPLINARY ACTION

The procedures below describe four stages of disciplinary action, one or more of which might be initiated against faculty members who fail to meet their responsibilities as academic members of the Institute. It is envisaged that these disciplinary procedures will most often be applicable in the realms of teaching, research and institute service, (e.g., repeated below par performance in regard to career progress merit, repeated refusal to accept committee responsibilities and the like) and are to be distinguished from the disciplinary procedures laid in Chapter - IV.

It is also envisaged that in most cases the Department Head will be the initiator of the disciplinary actions described below. Whenever questions arise, either within or outside the Department, about the behaviour of a faculty member, the Department Head should be so informed and he or she must take appropriate steps to satisfy him/herself that there is a problem, including talking with the faculty member on an informal basis, with a view to resolving the problem. In certain situations, such as where the issue involves the conduct of the Department Head or where the Department Head is in a conflict of interest, it may be appropriate for the Director to initiate the disciplinary procedure. If at any stage in these procedures, the Director feels compromised by an earlier involvement (e.g., if the Department Head consults the Director early in the process), the Director shall appoint a delegate to carry out his or her responsibilities in Stage 3.

STAGE 1

When the Department Head concludes that the behaviour or negligence of a departmental colleague requires correction and the application of this Code of Conduct, the Head will so inform the colleague in writing and will invite the person concerned to discuss the problem with him. The Head should also invite a senior departmental colleague to be present, and the department member concerned shall be free to invite a faculty colleague also to be present. On this occasion, the Head will inform those present of the problem and of his/her proposals for its correction. The head will make a note of the views expressed by those present on the matter under consideration and of the corrective measures, which the faculty member is required to take. The Head will also indicate a deadline by which he/she expects to see an improvement or issue a warning about the consequences of the inappropriate behaviour being repeated. A copy of the Head's note, with these details, shall be given to the faculty member concerned. The Head will keep his/her note separate from the faculty member's personal file in the Department. Should the faculty member concerned refuse to cooperate or be present for these proceedings, the Head and the invited faculty members will continue nevertheless to deliberate on the matter.

STAGE 2

Should the Head have cause to believe that the problem continues after the deadline indicated during the initial discussion (Stage 1), the Head shall draw up a formal letter of warning to the faculty member concerned. This letter shall state the nature of the unacceptable behaviour, take note of the previous discussion, describe the course of action that must be followed by the faculty member, and establish a new deadline. The Head shall make clear to the faculty member concerned that should there be no improvement or correction by the new deadline, the Head will refer the matter to the Director (Stage 3). The Head shall send the letter by registered mail to the faculty member concerned and shall invite him or her to respond in writing. A copy of the Head's letter, with any response, shall be placed in the faculty member's personal file. Should the faculty member involved refuse to cooperate or be present, the process will continue in his/her absence and the Head shall take whatever action he/she considers appropriate and so inform the faculty member.

STAGE 3

If, in the Head's judgment, the deadline stipulated in Stage 2 passes without, the problem being corrected, he shall inform the Director of
the situation. The Director will invite the Head, the faculty member concerned, and an adviser of the latter’s choice to discuss the matter. The Director may also invite other institute officers to be present, if he/she deems their presence would be relevant or appropriate. If, after hearing from both parties, the Director decides that the complaint lacks merit, he/she will inform both parties in writing and will instruct the Department Head to destroy any relevant letters placed in the concerned faculty member’s file. If the Director decides that the matter should be pursued, he/she may write one final letter of warning to the faculty member concerned or refer the matter to the Chairman of the Institute. Should the Director decide on later, he/she must clearly restate the nature of the unacceptable behaviour or negligence, indicate the steps necessary for its correction, and stipulate a deadline by which time the correction must be evident. Should the Director conclude, after the deadline has passed, that the problem still remains; she/he shall inform the faculty member concerned in writing that the matter is being referred to the Provost.

As in previous stages, Stage 3 will proceed even in the absence or non-cooperation of the concerned faculty member. When the Director refers a disciplinary matter to the Chairman, either in lieu of the letter referred to in Stage 3, or because the deadline stipulated in Stage 3 has passed without, in the Director’s judgment, the problem being corrected, he or she shall provide the Chairman with copies of all previous correspondence on the matter and shall also send a copy the letter of referral to the faculty member concerned. The letter of referral shall include a recommendation with respect to the disciplinary action the Director believes should be taken against the faculty member.

The Chairman of the institute on receipt of the referral letter shall take such steps, as he may deem necessary to address the matter referred to him.

CONFLICT OF INTEREST

The Director of the Institute shall undertake to avoid conflicts of interest at the respective levels of these proceedings. Any changes required in the procedures outlined hereinafter to preserve arm’s length dealing supersede the requirements of these procedures. Should the Director not be at arm’s length from the matter under these proceedings, she/he should appoint any such faculty, not otherwise involved in the proceedings as may in his/her opinion be competent to serve in his or her place.

SCHEDULE – B

FORM OF AGREEMENT FOR STUDY LEAVE

KNOW ALL MEN by these presents that I ................................ (name of the person) son of ................................ P.S. ................... Dist. ....................... and holding an employment at MCKV Institute of Engineering of .................................................. (hereinafter called the obligor) having its address at .......................................................... am held firmly bound unto the MCKV Institute of Engineering (hereinafter called the obligee) in the aggregate sum of Rs...................... (Rupees ..................... or such other sum or sums of money that may be paid to and/or spent for me by the Institute in terms of resolution No...................... of the Governing Body passed at its meeting held on ...................... 200................ together with interest on total sum so paid and/or spent at the rate of ..................... per cent per annum from the respective date or dates of payments to be well and truly made I bound myself, my heirs, executors, administrators, representative and assigns by the presents.

WHEREAS the above Obligor has been serving the Institute as a permanent staff member in ................................................................. (give job specification)

AND WHEREAS the said Obligor has applied for grant of study leave for pursuing higher studies in .............................................. (Subject of Study ) in ............................................ and has been offered a scholarship by .................................................. (Name of Univ./ Inst. & Country ) for ...................... years and has expressed his readiness and willingness as to render guaranteed service to the Institute for a minimum of three years on his return from abroad.

AND WHEREAS by a resolution being resolution No...................... of the Institute passed at its meeting held on ...................... 200................ the Institute has agreed and decided to grant study leave to the Obligor
for a period of .................. years with full/nil/for without pay for higher study in .................. (subject of study ) in .................. (country) on condition that the obligor should agree and undertake to serve Institute at least for three years after his/her return from abroad.

AND WHEREAS the obligor has agreed to report to the Director of the Institute, every six months the progress of his/her study during the period of his/her study leave, such report to be sent through the authorities where he/she will study.

AND WHEREAS it has been agreed by and between the parties hereto that the pay allowance granted to the obligor during the period of his/her study leave is to be paid by the Institute to .................. duly authorized by him/her (name of the person duly authorized) and all letters and communications should be similarly addressed to him/her who is duly authorised which payment and/or communications will be deemed to be the payments and communications made to the obligor.

Now the conditions of the above-written Bond of Obligation is such that in the event of the above bounden.

(a) Obligor not faithfully and diligently submitting six monthly reports of his/her study in the said country; or
(b) Obligor failing to intimate to the Institute the amount or other particulars in respect of any honorarium or other monies earned or received by him/her during the period of his/her study abroad; or
(c) Obligor refusing to hand over and surrender to the Institute the whole or part of such honorarium or monies received by him/her during the period, if and when required to do so by the Institute; or
(d) The Institute getting adverse reports regarding the progress of his/her study or regarding his/her conduct; or

(e) Obligor on completion of his/her studies failing to report his/her arrival in India within two weeks; or
(f) Obligor failing to rejoin within a period of not more than one month from the date of the receipt of the report of his/her arrival in India by the Institute the post originally held by him/her for a minimum period of five years on a salary he would have originally drawn if he/her would not have gone abroad, or refusal to serve the Institute for a minimum period of three years, if required to do so in any post as directed by the Institute within three months from the date of receipt of the report of his/her arrival in India by the Institute, or in any case, which the Institute may in their discretion consider special, within five months of the above - mentioned date; or

(g) Obligor failing to refund to the Institute any overpayment made to him/her during the course of his/her study abroad and any loan which may be granted to him/her on usual conditions, Obligor shall forthwith refund to the Institute on demand all monies paid to him/her or expended on his/her account in respect of the said studies, tuition fees, traveling expenses, training return passage or otherwise on account of his/her studies abroad and upon his/her making such refund the above-written obligation shall be void and of no effect otherwise it shall be and remain in full force and virtue.

Dated, the .................. Day of .................. in the year one thousand nine hundred and ..................

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF