

NATIONAL LAW UNIVERSITY ODISHA, CUTTAK

LEAVE REGULATIONS FOR ALL EMPLOYEES

1.1 These rules are called the 'Leave Regulations for all employees of the National Law University, Odisha, Cuttack'.

1.2 Extent of Application :-

Save as otherwise provided in these regulations, these Regulations shall apply to all the employees including teachers of the University, except –

- (a) persons in casual or daily-rated or part-time employment;
- (b) persons paid from contingencies;
- (c) persons serving on deputation from a Central Government Department or a State Government or any other source, for a limited duration.

2. Under these Regulations, unless the context otherwise requires –

- (a) "Authority competent to grant leave" means the Vice-Chancellor or any subordinate authority to which the Vice-Chancellor may delegate the power to sanction leave to any category of staff, subject to any condition that may be specified in the delegation.
- (b) "Completed years of service" or "one year's continuous service" means continuous service of specified duration under the University and includes the period spent on duty as well as on deputation to foreign service or on leave including extraordinary leave;
- (c) "Date of retirement" or "date of his retirement" in relation to a non-teaching University employee, means the afternoon of the last day of the month in which the non-teaching University employee attains the age prescribed for retirement under the terms and conditions governing his service;
- (d) Earned leave, half-pay leave, leave not due, Commuted Leave, Extraordinary leave etc; means the leave as provided in these Regulations;
- (e) "Earned leave" means leave earned in respect of period spent on duty; and
- (f) "Half Pay leave" means leave earned in respect of completed years of service calculated according to the provisions hereinafter contained;

- (g) "Commutated leave" means leave commuted as provided for in Regulations hereafter.
- (h) "Employee in permanent employ" means any employee or teacher who holds substantively or provisionally substantively a permanent post or who holds a lien on a permanent post or who would have held a lien on permanent post had the lien not been suspended.

GENERAL CONDITIONS

3. Right to Leave:-

- 3.1 Leave of any kind cannot be claimed as a matter of right.
- 3.2 When the exigencies of service so demand, leave of any kind may be refused or revoked by the authority competent to grant it, but it shall not be open to that authority to alter the kind of leave due and applied for except at the written request of the Employee.

4. Effect of dismissal, removal or resignation on leave at credit :-

- (1) Except as provided in Rule 28 and this rule, any claim to leave to the credit of an Employee, who is dismissed or removed or who resigns from University service, ceases from the date of such dismissal or removal on resignation.
- (2) Where an Employee applies for another post outside the University and if such application is forwarded through proper channel and the applicant is required to resign his post before taking up the new one, such resignation shall not result in the lapse of the leave to his credit.
- (3) An employee, who is dismissed or removed from service and is re-instated on appeal or revision, shall be entitled to count for leave his service prior to dismissal or removal, as the case may be.
- (4) An employee, who having retired on compensation or invalid pension or gratuity is re-employed and allowed to count his past service for service benefits, shall be entitled to count his former service towards leave.

5. Commutation of one kind of leave into another:-

- (1) At the request of an Employee, the authority which granted him leave may commute it retrospectively into leave of a different kind which was due and admissible to him at the time the leave was granted, but the Employee cannot claim such commutation as a matter of right.

Provided that no such request shall be considered unless received within a period of 30 days of the concerned Employee joining his duty on the expiry of the relevant spell of leave availed of by him.

- (2) The commutation of one kind of leave into another shall be subject to adjustment of leave salary on the basis of leave finally granted to the Employee, that is to say, any amount paid to him in excess shall be recovered or any arrears due to him shall be paid.

Note: Extraordinary leave granted on medical certificate or otherwise may be commuted retrospectively into leave not due subject to the provisions of Rule 23.

6. Combination of different kinds of leave

Except as otherwise provided in these Regulations, any kind of leave under these Regulations may be granted in combination with or in continuation of any other kind of leave subject to any limit on the aggregate period of absence as may be prescribed in such cases.

Explanation: Casual leave which is not recognised as leave under these Regulations shall not be combined with any other kind of leave admissible under these Regulations.

7. Maximum amount of continuous leave

Unless the Executive Council of the University, in view of the exceptional circumstances of the case otherwise determines, no Employee of the University shall be granted leave of any kind for a continuous period exceeding five years.

8. Acceptance of service or employment while on leave

An official (other than an official who is permitted to undertake casual literary work or service as an Examiner or similar employment) while on leave, shall not take up any service or employment elsewhere, including the setting up of a private professional practice as accountant, Consultant or legal practitioner, without obtaining prior sanction of the competent authority.

9. Application for leave

Any application for leave or for extension of leave shall be made in prescribed form to the authority competent to grant leave. It should be applied for and sanctioned before it is availed of except in special cases of emergency and for reasons to the satisfaction of the sanctioning authority.

10. Leave Account

A leave account shall be maintained in prescribed form for each employee. The order sanctioning earned leave, half pay leave to an employee shall hereafter

indicate the balance of such leave at his credit. No leave shall be granted unless its admissibility has been verified from the leave account.

11. Leave not to be granted in certain circumstances

- 11.1 Leave shall not be granted to an Employee whom a competent punishing authority has decided to dismiss, remove or compulsorily retire from University service.
- 11.2 No leave during suspension: Leave may not be granted to an Employee under suspension.

12. Grant of leave on medical certificate

- 12.1 An application for leave on medical certificate shall be accompanied by a medical certificate in prescribed form from such Medical Officer as may be prescribed or a Registered Medical Practitioner; defining as clearly as possible the nature and probable duration of illness.
- 12.2 A Medical Officer shall not recommend the grant of leave in any case in which there appears to be no reasonable prospect that the Employee concerned will ever be fit to resume his duties and in such case, the opinion that the Employee is permanently unfit for University service shall be recorded in the medical certificate.
- 12.3 The authority competent to grant leave may, at its discretion, secure a second medical opinion by requesting a Medical Officer not below the rank of a Civil surgeon or Staff surgeon, to have the applicant medically examined on the earliest possible date and the Employee concerned shall present himself for re-examination before the medical officer specified by the University.
- 12.4 The grant of medical certificate under this rule does not in itself confer upon the Employee concerned any right to leave; the medical certificate shall be forwarded to the authority competent to grant leave and orders of that authority awaited.
- 12.5 The authority competent to grant leave may, in its discretion, waive the production of a medical certificate in case of an application for leave for a period not exceeding three days at a time. Such leave shall not, however, be treated as leave on medical certificate and shall be debited against leave other than leave on medical grounds.

13. Commencement and termination of leave

Except as provided in Rule 14 leave ordinarily begins on the day on which leave as such is actually availed of and ends on the day preceding on which duty is resumed.

14. Combination of holidays with leave

14.1 (i) When the day, immediately preceding the day on which an Employee's leave (other than leave on medical certificate) begins or immediately following the day on which his leave expires, is a holiday or one of series of holidays, the Employee shall be deemed to have been permitted (except in cases where for administrative reasons permission for prefixing / suffixing holidays to leave specifically withheld) to leave his station at the close of the day before, or return to it on the day following such holiday or series of holidays.

(ii) In the case of leave on medical certificate-

(a) When an employee is certified medically unwell to attend office, holiday(s), if any, immediately preceding the day he is so certified shall be allowed automatically to be prefixed to leave and the holiday(s) if any, immediately succeeding the day he is so certified (including that day) shall be treated as part of the leave; and

(b) When an employee is certified medically fit for joining duty, holiday(s) if any, succeeding the day he is so certified (including that day) shall automatically be allowed to be suffixed to the leave, and holiday(s), if any preceding the day he is so certified shall be treated as part of the leave.

14.2 Unless the authority competent to grant leave in any case otherwise directs-

(a) if holidays are prefixed to leave, the leave and any consequent rearrangement of pay and allowances take effect from the day after the holidays; and

(b) if holidays are suffixed to leave, the leave is treated as having terminated and any consequent rearrangement of pay and allowances takes effect from the day on which the leave would have ended if holidays had not been suffixed.

Note :- A compensatory leave granted in lieu of duty performed by an Employee on Sunday or holiday for a full day may be treated as a holiday for the above purpose.

15. Recall to duty before expiry of leave

In case an Employee is recalled to duty before the expiry of his leave, such recall to duty shall be treated as compulsory in all cases and the Employee shall be entitled to be treated as on duty from the date he starts for the station to which he is ordered, and to draw-

(i) travelling allowance under Regulations for the journey; and

- (ii) leave salary, until he joins his post, at the same rate at which he would have drawn it but for recall to duty;

16. Return from leave

- 16.1 An Employee on leave shall not return to duty before the expiry of the period of leave granted to him unless he is permitted to do so by the authority which granted him leave.
- 16.2 Notwithstanding anything contained in sub-rule (1), an Employee on leave preparatory to retirement shall be precluded from returning to duty, save with the consent of the authority competent to appoint him to the post from which he proceeded on leave preparatory to retirement.
- 16.3 An Employee who has taken leave on medical certificate may not return to duty until he has produced a medical certificate of fitness.

17. Absence after expiry of leave

- 17.1 Unless the authority competent to grant leave extends the leave, an Employee who remains absent after the end of leave is entitled to no leave salary for the period of such absence and that period shall be debited against his leave account as though it were half pay leave, to the extent such leave is due, the period in excess of such leave due being treated as extraordinary leave.
- 17.2 Willful absence from duty after the expiry of leave renders an Employee liable to disciplinary action.

Explanation :-

- (i) Treatment of willful absence from duty not recognized.-

Willful absence from duty, even though not covered by grant of leave does not entail loss of lien. The period of absence not covered by grant of leave shall have to be treated as "dies-non" for all purposes, viz., increment, leave and pension. Such absence without leave where it stands singly and not in continuation of any authorized leave of absence will constitute an interruption of service and unless sanctioning authority exercises its powers to treat the period as leave without allowance, the entire past service will stand forfeited.

- (ii) Action for overstayed of leave

As to how the cases in which an official overstays the prescribed quantum of extraordinary leave, should be dealt with, it is clarified that the amendment does not take away the power of the disciplinary authority to take appropriate disciplinary action for any misconduct. Action can be taken under these

Regulations for unauthorized absence from duty or overstayed of leave even for one day, treating it as misconduct, if the facts and circumstances of the case warrants such an action.

- (iii) Action for unauthorized absence from duty or overstayed of leave.
 - (a) When a temporary University employee asks for leave in excess of the limits prescribed under Rule 24 and if the, circumstances are exceptional, a decision could be taken by the leave sanctioning authority to grant further leave in excess of the limits with the approval of the Vice-Chancellor.
 - (b) When a temporary University employee applies for leave beyond the prescribed limit of extraordinary leave and the leave sanctioning authority is not satisfied with the genuineness of the grounds on which further leave has been asked for, nor does it consider the grounds as exceptional, the leave cannot be granted. In such a case the University employee should be asked to rejoin duty within a specified date failing which he would render himself liable for disciplinary action. Disobedience of orders to rejoin duty within the specified period would afford good and sufficient reasons for initiating disciplinary action under University Regulations. If he rejoins duty by the stipulated date, he may be taken back to service and the period of absence not covered by leave be treated as overstayed of leave and dealt with in accordance with the orders regarding regularization of overstayed of leave.

If the University employee does not join duty by the stipulated date it would be open to the disciplinary authority to institute disciplinary proceedings against him. If during the course of disciplinary proceedings he comes for rejoining duty, he should be allowed to do so without prejudice to the disciplinary action already initiated against him (unless he is placed under suspension) and the disciplinary action concluded as quickly as possible. The question of regularization of the period of overstayed of leave be left over for consideration till the finalization of the disciplinary proceedings.
 - (c) If a University employee absents himself abruptly or applies for leave which is refused in the exigencies of service and still he happens to absent himself from duty, he should be told of the consequences, viz., that the entire period of absence would be treated as unauthorised entailing loss of pay for the period in question, thereby resulting in break in service. If, however, he reports for duty before or after initiation of disciplinary proceedings, he may be taken back for duty because he has not been placed under suspension. The disciplinary action may be concluded and the period of absence treated as unauthorised resulting in loss in pay and allowances for the period of absence and thus a break in service. The question whether the break should be condoned or not and treated as "dies

non" should be considered only after conclusion of the disciplinary proceedings and that too after the University employee represents in this regard.

- (iv) It is made clear that a University employee who remains absent unauthorisedly without proper permission should be proceeded against immediately and this should not be put off till the absence exceeds the limit prescribed in the Rule. However, the disciplinary authority should consider the grounds adduced by the University employee for his unauthorised absence before initiating disciplinary proceedings. If the disciplinary authority is satisfied that the grounds adduced for unauthorised absence are justified, the leave of the kind applied for and due and admissible may be granted to him.

KINDS OF LEAVE ADMISSIBLE

18. The following kinds of leave, shall be admissible to the employees:-

(i) Leave earned by duty

- a) Earned Leave,
- b) Half Pay Leave,
- c) Commuted Leave

(ii) Leave not earned by duty:

- a) Leave not due,
- b) Extra Ordinary Leave,

(ii) Special kinds of leave not debited to leave account

- a) Maternity leave,
- b) Paternity Leave
- c) Child Adoption Leave
- d) Child Care Leave
- e) Work related Illness and Injury Leave.
- f) Study Leave
- g) Sabbatical Leave
- h) Academic Leave
- i) Casual leave,
- j) Special casual leave,
- k) Compensatory Leave

19. (1) Earned leave

- (a)(i) Each employee's leave account shall be credited with earned leave in advance, in two installments of 15 days each on 1st January and 1st July of every calendar year.

- (a)(ii) Each teacher's leave account, if full vacation is availed of, shall be credited with earned leave in advance, in two installments of 6 days each on 1st January and 1st July of every calendar year.
- (b) The leave at the credit of the employee at the close of the previous half year shall be carried forward to the next half year, subject to the condition that the leave so carried forward plus the credit for the half year do not exceed the maximum limit of 300 days. If a University employee is on leave on the last day of any particular half year of the calendar year, he shall be entitled to earned leave credited on the first day of the succeeding half year provided that the authority competent to grant leave has reasons to believe that the employee will return to duty on its expiry.

Provided that where the earned leave at the credit of University Employee as on the last day of December or June is 300 days or less but more than 285 days, the advance credit of 15 days earned leave on first day of January or July to be afforded in the manner indicated under sub-rule (a) of clause (i) of Rule 19 shall instead of being credited in leave account be kept separately and first adjusted against the earned leave that the University employee takes during that half year and balance, if any, shall be credited to the leave account at the close of the half year, subject to the condition that balance of such earned leave plus leave already at credit do not exceed the maximum limit of 300 days.

- (c) A period spent in foreign service shall count as duty for purposes of this rule, if contribution towards leave salary is paid on account of such period.

- (d) (i) Maximum earned leave that may be granted at a time shall be 180 days.

Provided earned leave taken as leave preparatory to retirement can be availed of upto a maximum of 300 days.

- (ii) Earned leave may be granted to a University Employee for a period exceeding 180 days but not exceeding 240 days if the entire leave so granted or any portion thereof is spent outside India, Bangladesh, Bhutan, Burma, Sri Lanka, Nepal and Pakistan.

Provided that where earned leave exceeding 180 days is so granted, the period of such leave spent in India shall not in the aggregate exceed aforesaid limits.

19. (2) Calculation of Earned Leave

- (1a) Earned leave shall be credited to the leave account of a University employee at the rate of 2 ½ days for each calendar month of service

which he is likely to render in a half year of the calendar year in which he is appointed.

- (1b) Earned leave shall be credited to the leave account of a University teacher who avail full vacation, at the rate of 1 day for each calendar month of service which he is likely to render in a half year of the calendar year in which he is appointed.
- (2a) The credit for the half year in which a University employee is due to retire or resigns from the service shall be afforded only at the rate of 2 ½ days for completed calendar month upto the date of retirement or resignation.
- (2b) The credit for the half year in which a University teacher who avail full vacation is due to retire or resigns from the service shall be afforded only at the rate of 1 day for completed calendar month upto the date of retirement or resignation.
- (2b) When a University employee is removed or dismissed from service or dies while in service, credit of earned leave shall be allowed at the rate of 2 ½ days (or 1 day in case of teachers who avail full vacation), per completed calendar month upto the end of the calendar month preceding the calendar month in which he is removed or dismissed from service or dies in service.
- (3) If a University employee has availed of extraordinary leave and/ or some period of absence has been treated as "dies non" in a half-year, the credit to be afforded to his leave account at the commencement of the next half-year shall be reduced by 1/10th of the period of such leave and/ or "dies non" subject to maximum of 15 days.
- (4) While affording credit of earned leave, fractions of a day shall be rounded off to the nearest day.
- (5) If a teacher is required to perform any duty during vacation, one third of such vacation during which he performed duty shall be credited to his leave account at the end of the vacation. But the total earned leave during a calendar year shall not, in any case, exceed 30 days.

20. Half Pay Leave

- (1) The half pay leave account of every University employee shall be credited with half pay leave in advance, in two installments of ten days each on the first day of January and July of every calendar year.

- (2) (a) The leave shall be credited to the said leave account at the rate of 5/3 days for each completed calendar month of service which he is likely to render in the half-year of the calendar year in which he is appointed.
- (b) The credit for the half-year in which a University employee is due to retire or resigns from the service shall be allowed at the rate of 5/3 days per completed calendar month upto the date of retirement or resignation.
- (c) When a University employee is removed or dismissed from service or dies while in service, credit of half pay leave shall be allowed at the rate of 5/3 days per completed calendar month upto the end of the calendar month preceding the calendar month in which he is removed or dismissed from service or dies in service.
- (d) Where a period of absence or suspension of a University employee has been treated as "dies non" in a half-year, the credit to be afforded in his half pay leave account at the commencement of next half-year, shall be reduced by one-eighteenth of the period of "dies non" subject to a maximum of ten days.
- (3) The Half-pay leave under this rule may be granted to an employee on medical certificate or on private affairs.

Provided that in case of an employee not in permanent employ, no half pay leave shall be granted unless the authority competent to grant leave has reasons to believe that the employee will return to duty on its expiry except in the case of an employee who has been declared completely and permanently incapacitated for further service by a medical authority.

21. Commuted Leave

- (1) Commuted leave not exceeding half the amount of half pay leave due may be granted on medical certificate to a University employee, subject to the following conditions :-
- (a) the authority competent to grant leave is satisfied that there is reasonable prospect of the employee returning to duty on its expiry.
- (b) When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave due;
- (1-A) Half pay leave upto a maximum of 180 days may be allowed to be commuted during the entire service (without production of medical certificate) where such leave is utilized for an approved course of study certified to be in the University interest by the leave sanctioning authority.

- (2) Where a University employee who has been granted commuted leave resigns from service or at his request is permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as half pay leave and the difference between the leave salary in respect of commuted leave and half pay leave shall be recovered.

Provided that no such recovery shall be made if the retirement is by reason of ill-health incapacitating the University employee for further service or in the event of his death.

Note :- Commuted leave may be granted at the request of the University employee even when earned leave is due to him.

22. Leave not Due

- (1) Save in the case of leave preparatory to retirement, leave not due may be granted to a University employee in permanent employ limited to a maximum of 360 days during the entire service on medical certificate subject to the following conditions:-
- (a) the authority competent to grant leave is satisfied that there is reasonable prospect of the University employee returning to duty on its expiry;
 - (b) leave not due shall be limited to the half pay leave he is likely to earn thereafter;
 - (c) leave not due shall be debited against the half pay leave the University employee may earn subsequently.
- (1-A) Leave not due may also be granted to such of the temporary employees as are suffering from TB, Leprosy, Cancer or Mental illness, for a period not exceeding 360 days during entire service, subject to fulfillment of conditions in clauses (a) to (c) of sub-rule (1) and subject to the following conditions, namely :-
- (i) that the employee has put in a minimum of one year's service;
 - (ii) that the post from which the employee proceeds on leave is likely to last till his return to duty; and
 - (iii) that the request for grant of such leave is supported by a medical certificate.
- (2) (a) Where a University employee who has been granted leave not due resigns from service or at his request permitted to retire voluntarily without returning to duty, the leave not due shall be cancelled, his

resignation or retirement taking effect from the date on which such leave had commenced, and the leave salary shall be recovered.

(b) Where a University employee who having availed himself of leave not due returns to duty but resigns or retires from service before he has earned such leave, he shall be liable to refund the leave salary to the extent the leave has not been earned subsequently:

Provided that no leave salary shall be recovered under clause (a) or clause (b) if the retirement is by reason of ill-health incapacitating the University employee for further service or in the event of his death.

23. (A) Extraordinary leave

(1) Extraordinary leave may be granted to a University employee in special circumstances –

- (a) when no other leave is admissible;
- (b) when other leave is admissible, but the employee applies in writing for the grant of extraordinary leave.

(2) Unless the Vice-Chancellor in view of the exceptional circumstances of the case otherwise determines, no University employee, who is not in permanent employ, shall be granted extraordinary leave on any one occasion in excess of the following limits :-

- (a) three months;
- (b) six months, where the University employee has completed one year's continuous service on the date of expiry of leave of the kind due and admissible under these Regulations, including three month's extraordinary leave under clause (a) and his request for such leave is supported by a medical certificate as required by these Regulations;
- (c) eighteen months, where the University employee has completed one year's continuous service is undergoing treatment for –
 - (i) pulmonary tuberculosis or pleurisy of tubercular origin on production of medical certificate from a tuberculosis specialist under whom he is taking treatment;

- (ii) tuberculosis of any other part of the body by a qualified tuberculosis specialist or a Civil surgeon or staff surgeon; or
 - (iii) leprosy in a recognised leprosy institution;
 - (iv) cancer or for mental illness, in an institution recognised for the treatment of such disease or by a specialist in such disease.
- (d) twenty-four months, where the leave is required for the purpose of prosecuting studies certified to be in the University interest, provided the University employee concerned has completed three years' continuous service on the date of expiry of leave of the kind due and admissible under these Regulations, including three months' extraordinary leave under clause (a).
- (3) (a) Where a University employee is granted extraordinary leave in relaxation of the provisions contained in clause (d) of sub-rule (2), he shall be required to execute a bond undertaking to refund to the University the actual amount of expenditure incurred by the University during such leave plus that incurred by any other agency with interest thereon in the event of his not returning to duty on the expiry of such leave or quitting the service before a period of three years after return to duty.
- (b) The bond shall be supported by sureties from two permanent University employees having a status comparable to or higher than that of the University employee concerned.
- (4) Two spells of extraordinary leave, if intervened by any other kind of leave, shall be treated as one continuous spell of extraordinary leave for the purposes of sub-rule (2).
- (5) The authority competent to grant leave may commute retrospectively periods of absence without leave into extraordinary leave.

Note :- The power of commuting retrospectively the periods of absence without leave into extraordinary leave is absolute and not subject to any condition.

23 (B) Additional provisions of EXTRAORDINARY LEAVE for teachers only

The Vice Chancellor may grant on the request of a teacher from the institution concerned and on application of the teacher, extraordinary leave

to the teacher who has been selected for an appointment or a fellowship under a Government, a University, a Research Institute or other similar important institution, ordinarily not exceeding two years, if in the opinion of the Vice-Chancellor, such leave does not prejudice the interests of the University. This leave can be allowed only to a teacher who has been confirmed in the post held by him and has served the University for a period of atleast three years.

The application for such leave shall be sent through the Director of the School concerned and the latter shall give his recommendations taking into account the strength of teaching staff of the particular discipline.

If the teacher does not resume his duties in the University at the end of the period of *extra ordinary leave* granted to him, he shall be treated as having resigned the post held by him in the University.

The total amount of extraordinary leave including the period of deputation, if any, granted to a teacher under sub-clauses (ii) above shall not exceed five years during his entire service. In very exceptional and important assignment, the cases for grant of Extraordinary Leave beyond the ceiling of five years would be considered by the GC on case to case basis, subject to the condition that application for leave is submitted prior to joining the assignment and the assignment is taken only after the approval of the GC. In case of extension of EOL beyond the initial approval, the employee must apply at least 3 months before the expiry of the period of sanctioned EOL.

Extraordinary leave shall not count for increment except in the following cases:

- (a) Leave taken on medical certificate
- (b) Cases, where the Vice-Chancellor is satisfied that the leave was taken due to causes beyond the control of the employee, such as inability to join or rejoin duty due to civil commotion or a natural calamity, provided the employee has no other kind of leave to his credit.
- (c) Leave taken for prosecuting higher studies.
- (d) Leave granted to accept a teaching post or fellowship or research-cum-teaching post or an assignment for technical or academic work of importance.

Extraordinary leave may be combined with any other leave except casual leave and special casual leave provided that the total period of continuous absence from duty shall in no case exceed five years in all.

The authority empowered to grant leave may commute retrospectively periods of absence without leave into extraordinary leave.

24. Leave to a person on probation

A person appointed to a post on probation shall be entitled to leave under these Regulations as a temporary or a permanent University employee according as his appointment is against a temporary or a permanent post:

Provided that where such person already holds a lien on a permanent post before such appointment, he shall be entitled to leave under these Regulations as a permanent employee.

25. Leave to persons re-employed after retirement

In the case of a person re-employed after retirement, the provisions of these Regulations shall apply as if he had entered University service for the first time on the date of his re-employment.

26. Leave preparatory to retirement

A University employee may be permitted by the authority competent to grant leave to take leave preparatory to retirement to the extent of earned leave due, not exceeding 300 days together with half pay leave due, subject to the condition that such leave extends upto and includes the date of retirement.

Note : The leave granted as leave preparatory to retirement shall not include Extraordinary leave.

27. Leave/ cash payment in lieu of leave beyond the date of retirement, Compulsory retirement or quitting of service.

- (1) No leave shall be granted to a University employee beyond –
 - (a) the date of his/her retirement, or
 - (b) the date of his/her final cessation of duties, or
 - (c) the date on which he retires by giving notice to the University or he is retired by the University by giving him notice or pay and allowances in lieu of such notice, in accordance with the terms and conditions of his service, or
 - (d) the date of his/her resignation from service.

- (2) (a) Where a University employee retires on attaining the normal age prescribed for retirement under the terms and conditions governing his service, the authority competent to grant leave shall suo motu issue an order granting cash equivalent of leave salary for earned leave, if any, at the credit of the employee on the date of his retirement, subject to a maximum of 300 days.
- (b) The cash equivalent under clause (a) shall be calculated as follows and shall be payable in one lumpsum as a one-time settlement.

No House Rent Allowance or Compensatory (City) Allowance shall be payable –

$$\text{Cash equivalent} = \frac{\text{Pay admissible on the date of retirement plus dearness allowance admissible on that date}}{30} \times \frac{\text{Number of days of unutilized earned leave at credit on the date of retirement subject to the maximum of 300 days}}{\text{the maximum of 300 days}}$$

(3) The authority competent to grant leave may withhold whole or part of cash equivalent of earned leave in the case of a University employee who retires from service on attaining the age of retirement while under suspension or while disciplinary or criminal proceedings are pending against him, if in the view of such authority there is a possibility of some money becoming recoverable from him on conclusion of the proceedings against him. On conclusion of the proceedings, he will become eligible to the amount so withheld after adjustment of University dues, if any.

- (4) (a) Where the service of a University employee has been extended, in the interest of public service beyond the date of his retirement, he may be granted-
- (i) during the period of extension, any earned leave due in respect of the period of such extension plus the earned leave which was at his credit on the date of his retirement subject to a maximum as prescribed in Rule 19.
- (ii) after expiry of the period of extension, cash equivalent in the manner provided in sub-rule (2) in respect of earned leave at credit on the date of retirement, plus the earned leave earned during the period of extension, reduced by the earned leave availed of during such period, subject to a maximum of 300 days.
- (b) The cash equivalent payable under sub-clause (ii) of clause (a) of this sub-rule shall be calculated in the manner indicated in clause (b) of sub-rule (2) above.

- (5) A University employee who retires or is retired from service in the manner mentioned in clause (c) of sub-rule (1), may be granted suo motu, by the authority competent to grant leave, cash equivalent of the leave salary in respect of earned leave at his credit subject to a maximum of 300 days and also in respect of all the half pay leave at his credit provided this period does not exceed the period between the date on which he so retires or is retired from service and the date on which he would have retired in the normal course after attaining the age prescribed for retirement under the terms and conditions governing his service. The cash equivalent shall be equal to the leave salary as admissible for earned leave plus dearness allowance admissible on the leave salary for the first 300 days, at the rates in force on the date the University employee so retires or is retired from service. The pension and pension equivalent of other retirement benefits, if admissible, and ad hoc relief / graded relief on pension shall be deducted from the leave salary paid for the period of half pay leave, if any, for which the cash equivalent is payable. The amount so calculated shall be paid in one lumpsum as a one-time settlement. No House Rent Allowance or Compensatory (City) Allowance shall be payable.

Provided that if leave salary for the half pay leave component falls short of pension and other pensionary benefits, cash equivalent of half pay leave shall not be granted.

(5-A) Where a University employee is compulsorily retired as a manner of penalty and the disciplinary authority has not imposed any reduction in the amount of his/her retirement benefits (including gratuity), the authority competent to grant leave shall suo motu issue an order granting cash equivalent of leave salary for earned leave, if any, at credit of the University employee on the date of such retirement, subject to a maximum of three hundred days in the manner indicated in clause (b) of sub-rule (2).

- (6) (a) (i) Where the services of a University employee are terminated by notice or by payment of pay and allowances in lieu of notice, or otherwise in accordance with the terms and conditions of his appointment, he may be granted, suo motu, by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date on which he ceases to be in service subject to a maximum of 300 days.
- (ii) If a University employee resigns or quits service, he may be granted, suo motu, by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date of cessation of service, to the extent of half of such leave at his credit, subject to a maximum of 150 days.
- (iii) A University employee, who is re-employed after retirement may, on termination of his re-employment, be granted suo motu, by the authority competent to grant leave, cash equivalent in respect of earned

leave at his credit on the date of termination of re-employment subject to a maximum of 300 days, including the period for which encashment was allowed at the time of retirement.

- (b) The cash equivalent payable under Clause (a) shall be calculated in the manner indicated in Clause (b) of sub-rule (2) and for the purpose of computation of cash equivalent under sub-clause (iii) of Clause (a), the pay on the date of the termination of re-employment shall be the pay fixed in the scale of post of re-employment before adjustment of pension and pension equivalent of other retirement benefits, and the dearness allowance appropriate to that pay.

28-A Cash equivalent of leave salary in case of death in service

In case a University employee dies while in service, the cash equivalent of the leave salary that the deceased employee would have got had he gone on earned leave that would have been due and admissible to him but for the death on the date immediately following the death and in any case, not exceeding leave salary for 300 days, shall be paid to his family (in the manner specified in Rule 28-C) without any reduction on account of pension equivalent of death-cum-retirement gratuity.

Note :- In addition to the cash equivalent of leave salary admissible under this rule, the family of the deceased University employee shall also be entitled to payment of dearness allowance only.

28-B Cash equivalent of leave salary in case of invalidation from service

A University employee who is declared by a medical authority to be completely and permanently incapacitated for further service may be granted, suo motu, by the authority competent to grant leave, cash equivalent of leave salary in respect of leave due and admissible, on the date of his invalidation from service, provided that the period of leave for which he is granted cash equivalent does not extend beyond the date on which he would have retired in the normal course after attaining the age prescribed for retirement under the terms and conditions governing his service. The cash equivalent thus payable shall be equal to the leave salary as calculated under sub-rule (5) of Rule 28. A University employee not in permanent employ shall not however be granted cash equivalent of leave salary in respect of half pay leave standing at his credit on the date of his invalidation from service.

28-C Payment of cash equivalent of leave salary in case of death, etc., of University employee

In the event of the death of a University employee while in service or after retirement or after final cessation of duties but before actual receipt of its cash equivalent of leave salary payable under Regulations 28, 28-A and 28-B, such amount shall be payable-

- (i) to the widow, and if there are more widows than one, to the eldest surviving widow if the deceased was a male University employee, or to the husband, if the deceased was a female University employee;
- (ii) failing a widow or husband, as the case may be, to the eldest surviving son; or an adopted son;
- (iii) failing (i) and (ii) above, to the eldest surviving unmarried daughter;
- (iv) failing (i) to (iii) above, to the eldest surviving widowed daughter;
- (v) failing (i) to (iv) above, to the father;
- (vi) failing (i) to (v) above, to the mother;
- (vii) failing (i) to (vi) above, to the eldest surviving brother below the age of eighteen years;
- (viii) failing (i) to (vii) above, to the eldest surviving unmarried sister;
- (ix) failing (i) to (viii) above, to the eldest surviving widowed sister;
- (x) failing (i) to (ix) above, to the eldest surviving married daughter; and
- (xi) failing (i) to (x) above, to the eldest child of the eldest predeceased son.

28-D Cash equivalent of leave salary in case of permanent absorption in public sector undertaking/ autonomous body wholly or substantially owned or controlled by the Central/ State Government.

An employee who has been permitted to be absorbed in a service or post in or under a corporation or company wholly or substantially owned or controlled by the Central Government or State Government or in or under a body controlled or financed by one or more than one Government shall be granted suo motu by the authority competent to grant leave cash equivalent of leave salary in respect of earned leave at his credit on the date of absorption subject to a maximum of 300 days. This will be calculated in the same manner as indicated in Clause (b) of sub-rule (2) of Rule 28.

Note :-

- (1) Cash equivalent of leave salary for earned leave to be paid in cases of voluntary retirement/ pre-mature retirement/ invalidation even if the period goes beyond the date of superannuation :-

Encashment of Earned Leave due and admissible subject to a maximum of 300 days may be allowed in cases of pre-mature / voluntarily retirement or retirement on invalidation, even if this exceeds the period between the date on which the officer retires and the date on which he would have retired in the normal course on superannuation.

(2) Increment during leave :-

- (a) If the normal date of increment of an employee falls during a period when he remains on earned leave/ commuted leave/ half pay leave/ leave not due, the benefit of such increment will be given to him only from the date he joins duty on expiry of such leave though the actual date of next increment shall remain unaffected.
- (b) In the case of an employee who dies while on any of leave for which leave salary is payable, a lumpsum ex-gratia payment, in addition to the normal entitlements under leave Regulations, may be allowed to the member of his family as specified in Rule 28-C. The ex-gratia payment shall be equivalent to the difference between the amount of leave salary as well as cash equivalent of leave salary admissible as per Regulations and 28-A and the amount of leave salary as well as cash equivalent of leave salary which would have been admissible if the benefit of the increment falling due during the currency of leave period until date of death was allowed from its due date without waiting for rejoining duty of the employee.
- (3) Applicable to re-employed pensioners also:- The provision of rule 28-A is applicable in the case of re-employed pensioners also.
- (4) Calculation of cash equivalent in respect of half pay leave at credit:-
Calculation of cash equivalent in respect of Half pay leave at credit shall be made as under:-

	Half pay leave salary plus Dearness Allowance if admissible (minus) pension, pension equivalent of gratuity and relief on pension if Dearness Allowance is Admissible on half pay leave ----- X	
Cash payment in lieu		Number of days of half pay leave of HPL due on component the date retirement on superannuation
	=	

The amount so calculated shall be paid in one lumpsum as a one-time settlement.

(5) Encashment of earned leave while availing LTC :-

Encashment of 10 days' earned leave may be allowed at the time of availing of Leave Travel Concession, subject to the conditions that :-

- (a) the total leave so encashed during the entire career does not exceed 60 days in the aggregate;

- (b) earned leave of at least an equivalent duration is also availed of simultaneously by the employee;
- (c) a balance of 30 days of earned leave is still available to the credit of the employee after taking into account the period of encashment as well as leave; and
- (d) the period of leave encashed shall not be deducted from the quantum of leave that can be normally encashed by him at the time of superannuation.

29. Leave salary

- (1) A University employee who proceeds on earned leave is entitled to leave salary equal to the pay drawn immediately before proceeding on earned leave.

Note :- In respect of any period spent on foreign service out of India, the pay which the University employee would have drawn if on duty in India but for foreign service out of India shall be substituted for the pay actually drawn while calculating leave salary.

- (2) A University employee on half pay leave or leave not due is entitled to leave salary equal to half the amount specified in sub-rule (1).
- (3) A University employee on commuted leave is entitled to leave salary equal to the amount admissible under sub-rule (1).
- (4) A University employee on extraordinary leave is not entitled to any leave salary.
- (5) In the case of a University employee who is granted leave earned, by him during the period of re-employment, the leave salary shall be based on the pay drawn by him exclusive of the pension and pension equivalent of other retirement benefits.

30. Advance of leave salary

A University employee, including an employee on foreign service, proceeding on leave for a period not less than thirty days may be allowed an advance in lieu of leave salary upto a month's pay and allowances admissible on that leave salary subject to deductions on account of Income Tax, Provident Fund, House Rent, Recovery of Advances etc.

Special kinds of leave not debited to Leave Account

31. Maternity Leave

- (1) A female University employee with less than two surviving children may be granted maternity leave by an authority competent to grant leave for a period of 180 days from the date of its commencement.
- (2) During such period she shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.
- (3) Maternity leave not exceeding 45 days may also be granted to a female University employee (irrespective of the number of surviving children) during the entire service of that employee in case of miscarriage including abortion on production of medical certificate.
- (4)
 - (a) Maternity leave may be combined with leave of any other kind.
 - (b) Notwithstanding the requirement of production of medical certificate contained in sub-rule (1) of Rule 21 or sub-rule (1) of Rule 22, leave of the kind due and admissible (including commuted leave for a period not exceeding 60 days and leave not due) upto a maximum of one year may, if applied for, be granted in continuation of maternity leave granted under sub-rule (1).
- (5) Leave in continuation of leave granted under clause (b) of sub-rule (4) may be granted on production of a medical certificate for the illness of the female employee. Such leave may also be granted in case of illness of a new born baby, subject to production of medical certificate to the effect that the condition of the ailing baby warrants mother's personal attention and that her presence by the baby's side is absolutely necessary.
- (6) Maternity leave shall not be debited against the leave account.

Note :-

- (i) Unmarried female University employees also eligible for maternity leave. Since the word 'female' in the rule does not specifically refer to the marital status of the female and the word 'married' is not prefixed to the word 'female', the maternity leave as admissible may be granted to an unmarried female employee also.
- (ii) The abortion induced under the Medical Termination of Pregnancy Act, 1971, should also be considered as a case of abortion for the purpose of granting maternity leave under the Regulations.
- (iii) No maternity leave for threatened abortion – It is clarified that 'abortion' does not include 'threatened abortion' and maternity leave cannot be granted in case of threatened abortion.

32. Paternity Leave –

A male University employee with less than two surviving children may be granted Paternity Leave for a period of 15 days during the confinement of his wife for child birth, i.e. up to 15 days before, or up to six months from the date of delivery of the Child.. During the period of such leave, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Paternity leave shall not be debited against the leave account and may be combined with any other kind of leave (as in the case of Maternity leave). It may not normally be refused under any circumstances. This is also admissible in case of valid adoption of a child below the age of 1 year, within a period of 6 months from the date of valid adoption. The Paternity Leave shall lapse, if not availed within the prescribed time period.

33. Child Adoption Leave –

A female employee of the University, with less than two surviving children, on valid adoption of a Child below the age of one year may be granted Child Adoption Leave for a period of 180 days after the date of valid adoption. She is entitled to leave salary equal to the pay drawn immediately before proceeding on leave. Child Adoption Leave may be combined with any other kind of leave due and admissible (including leave not due and commuted leave not exceeding 60 days without production of medical certificate) for a period up to one year reduced by the age of the adopted child on the date of valid adoption, without taking into account Child Adoption Leave. This leave shall not be debited against the leave account.

34. Child Care Leave

Women employees having minor children may be granted Child Care Leave by an authority competent to grant leave, for a maximum period of two years (i.e. 730 days) during their entire service for taking care of upto two children whether for rearing or to look after any of their needs like examination, sickness etc. Child Care Leave shall not be admissible if the child is eighteen years (22 years in case of disabled child with minimum disabilities of 40%) of age or older. During the period of such leave, the women employees shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. It may be availed of in more than one spell. Child Care Leave shall not be debited against the leave account. Child Care Leave may also be allowed for the third year as leave not due (without production of medical certificate). It may be combined with leave of the kind due and admissible. Further, the clarifications/guidelines issued by the Govt. of India from time to time for availing the Child Care Leave will also be applicable on the University employees.

35. Work Related Illness and Injury Leave

The Government rules shall be applicable as and when notified.

36 A. Study Leave

- (1) (1) Study Leave may be granted to University employees with not less than five year's service for undergoing a special course consisting of higher studies or specialized training in a professional or technical subject having a direct and close connection with the sphere of his duties or being capable of widening his mind in a manner likely to improve his ability.
- (2) Sanctioning authority :- Executive Council of the University on the recommendation of the Vice-Chancellor, subject to the condition –
 - (i) Course should be certified to be of definite advantage to University from the point of view of public interest.
 - (ii) The particular study or study tour should be approved by the authority competent to grant leave
 - (iii) The official on his return should submit a full report on the work done during study leave.
- (3) Not granted-
 - (a) for studies out of India if facilities for such studies exist in India.
 - (b) to an official due to retire within three years of return from the study leave.
 - (c) to same official with such frequency as to remove him from contact with his regular work or cause cadre difficulties owing to his absence on leave.
- (4) The official should have satisfactorily completed period of probation and rendered not less than five years of regular continuous service including the period of probation.
- (5) Maximum period is 24 months in the entire service and may be granted at a stretch or in different spells.
- (6) This will not be debited to the leave account. May be combined with any other leave due, but maximum period of continuous absence, including vacation, if any, but excluding extraordinary leave, should not exceed 28 months generally, and 36 months for study leading to Ph.D. degree.
- (7) Requisite Bonds in the prescribed forms are required to be executed by the official.

(8) Before grant of leave outside India, Finance Ministry's agreement for release of foreign exchange is necessary.

(9) If the course falls short of the study leave, the official should resume duty on conclusion of the course; or the excess period may be treated as ordinary leave with the leave sanctioning authority's prior approval.

(10) Leave Salary – (a) Outside India :- Pay last drawn plus dearness allowance, house rent allowance, compensatory (city) allowance and in addition, such allowance admissible; (b) In India : Leave salary will be equal to pay last drawn plus dearness allowance, HRA and CCA. No study allowance admissible. Stipend, scholarship or remuneration for any part-time employment during the period of study leave should be adjusted against the leave salary subject to the condition that the leave salary will not be less than that admissible during half pay leave.

Note :- HRA and CCA are payable for the first 180 days at the rates applicable at the last place of a duty, continuance beyond 180 days will be subject to the production of prescribed certificates for the drawal.

(11) Officials granted study leave shall not be paid T.A.

(12) Resignation or retirement after study leave or not completing the course of study – An official, who after availing of study leave resigns from service or otherwise quits within three years after return to duty or does so without returning to duty at all from study leave, or fails to complete the course of study, should refund (i) the actual amount of leave salary, study allowance, cost of fees, T.A., and other expenses, if any, incurred by the University, and (ii) the actual amount, if any, of the cost incurred by other agencies such as Foreign Governments, Foundations, Trusts in connection with the course of study, with interest thereon at the prescribed rates. In exceptional cases, the Executive Council may waive or reduce such recoveries.

36 B. Special additional provisions of Study Leave for teachers only

(i)(a) Study Leave may be granted to a permanent whole-time Professor/Reader with not less than three years continuous service to pursue a special line of study or research or to make a special study of the various aspects of University Organisation and methods of education, if the University is likely to benefit by the Course of study or programme of research which the applicant wishes to undertake:

(b) Study Leave may be granted to a permanent whole-time Lecturer with not less than two years continuous service, to pursue a special line of study or research

directly related to his work in the University Organization and methods of education giving full plan of work.

Explanation: In computing the length of service, the time during which a person was on probation may be reckoned provided-

- (a) The person is a teacher on the date of application; and
- (b) There is no break in service.

(ii) Study leave shall be granted by the Vice-Chancellor on the recommendation of the Committee constituted for the purpose by him. The Committee should also monitor the progress of studies of teachers proceeding on Study leave. The total period of Study leave that a teacher can avail during his/her service shall not be more than 3 years, but 2 years may be given in the first instance, extendable by one more year if there is adequate progress as reported and recommended by the Research Guide.

(iii) Study leave shall not be granted to a teacher who is due to retire within three years of the date which he is expected to return to duty after the expiry of study leave.

(iv) Study leave may be granted more than once provided that not less than five years of actual duty i.e. excluding the periods of Sabbatical leave and Extra Ordinary Leave have elapsed after the teacher returned to duty on completion of earlier spell of Study leave or Sabbatical Leave. For subsequent spell of Study leave, the teacher shall indicate the work done during the period of earlier leave as also give details of work to be done during the proposed spell of Study leave.

(v) No teacher who has been granted Study leave shall be permitted to alter substantially the course of Study or the programme of research without the permission of the Vice Chancellor. When the course of study falls short of the study leave sanctioned, the teacher shall resume duty on the conclusion of the course of study unless the previous approval of the Vice Chancellor to treat the period of shortfall as ordinary leave has been obtained.

(vi) (a) Subject to the provisions of sub-clause (vii) and (viii) below, Study Leave may be granted on full pay for the first year and on half pay for the second year and no pay shall be admissible thereafter the Professors and Readers. The Lecturers granted Study leave would be entitled to continue to draw their total emoluments for the duration of the Study Leave.

(b) The teacher shall ordinarily be entitled to house rent allowance, city compensatory allowance during the period of Study Leave.

(vii) The amount of scholarship, fellowship or other financial assistance that a teacher granted study leave has been awarded will not preclude his being granted study leave with 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.

(viii) If a teacher, who is granted study leave is permitted to receive and retain any remuneration in respect of part-time employment during the period of study leave, he shall ordinarily not be granted any study leave salary, but in cases, where the amount of remuneration received in respect of part-time employment is not considered adequate, the Board of Management may determine the study leave salary payable in each case.

Note:

It shall be the duty of the teacher granted study leave to communicate immediately to the University financial assistance in any form received by him during the course of study leave from any person or institution whatsoever.

(ix) Subject to maximum period of absence from duty on leave not exceeding five years, Study leave may be combined with Earned Leave, Half Pay Leave, Extra Ordinary Leave provided that the Earned Leave at the credit of the teacher shall be availed of at the commencement of the Study Leave. However, Study leave and Sabbatical Leave should in no case be combined.

(x) The teachers granted study leave will also be sanctioned necessary increment(s) as and when due. However, the amount of emoluments payable to the teachers on study leave shall be reduced subject to the provisions of sub-clauses (viii) and (ix) above.

(xi) Study leave shall count as service for pension/contributory provident fund provided the teacher rejoins the University on the expiry of his study leave and serves for the period for which Bond has been executed.

(xii) Study leave granted to a teacher shall be deemed to be cancelled, in case it is not availed of within 12 months of its sanction. Provided that where study leave granted has been so cancelled the teacher may apply again for such leave.

(xiii) A teacher availing of study leave shall undertake that he shall serve the University continuously for double the period of study leave or for a period of three years whichever is less, to be calculated from the date of resuming duty after expiry of the study leave.

(xiv) A Teacher –

- (a) Who is unable to complete his studies within the period of study leave granted to him, or,
- (b) Who fails to rejoin the service of the University on the expiry of his study leave, or,
- (c) Who rejoins the University but leaves the service without completing the prescribed period of service after rejoining the service, or,
- (d) Who within the said period is dismissed or removed from service by the University shall be liable to refund to the University the amount of leave salary and allowances and other expenses, incurred on the teacher or paid to him or on his behalf in connection with the course of study.

Provided that if a teacher has served the University for a period of note less than half the period of service under the Bond on return from study leave, he shall refund to the University half of the amount calculated as above. In case the teacher has been granted study leave without pay and allowances, he shall be liable to pay the University an amount equivalent to his four months pay and allowances last drawn as well as other expenses incurred by the University during the course of study.

Explanation: If a teacher, who asks for extension of study leave and is not granted the extension, does not rejoin on the expiry of the leave originally sanctioned, he will be deemed to have failed to rejoin the service on the expiry of his leave for the purpose of recovery of the dues under this ordinance:

- (a) Notwithstanding the above, the Board of Management may order that nothing in this ordinance shall apply to a teacher who within the prescribed period of service under the bond is permitted to retire from service on medical grounds. Provided further that the Board of Management may, in any other exceptional case, waive or reduce, for reasons to be recorded, the amount refundable by a teacher under this ordinance.

(xv) After the leave has been sanctioned the teacher shall, before availing of the leave, execute a bond* in favour of the University binding himself for the fulfillment of the conditions laid down in sub-clause (xiii) and (xiv) above and give security of immovable property to the satisfaction of the Finance Officer or a Fidelity Bond of an Insurance Company, or a Guarantee by a Scheduled Bank or furnish security of two permanent teachers for the amount which might become refundable to the University in accordance with sub-clause (xiv) above.

(xvi) The teacher shall submit to the Registrar or any other Officer so authorized six monthly reports of progress in his studies from his Supervisor or the Head of the Institution. This report shall reach the Officer so designated within one month of the expiry of every six months of the study. If the report does not reach the

Officer within the time specified, the payment of leave salary may be deferred till the receipt of such report.

37. SABBATICAL LEAVE FOR TEACHERS

- I. Permanent whole-time teachers of the University who have completed three years of service may be granted sabbatical leave to undertake study or research or other academic pursuits solely for the object of increasing their proficiency and usefulness to the University. This leave shall not be granted to a teacher who has less than one year service in the University to retire.
- II. The duration of leave shall not exceed six or twelve months according as the teacher has actually worked in the University for not less than three or six years respectively since his return from the earlier spell of sabbatical leave. Provided further that sabbatical leave shall not be granted until after the expiry of three years from the date of the teacher's return from the previous study leave or any other kind of training programme.
- III. A teacher shall, during the period of sabbatical leave be paid full pay and allowances (subject to the prescribed conditions being fulfilled) at the rates applicable to him immediately prior to his proceeding on sabbatical leave. The University shall not, however, fill up his post or make other alternative arrangements involving additional expenditure.
- IV. A teacher on sabbatical leave shall not take up during the period of that leave, any regular appointment under another organization in India or abroad. He may, however, be allowed to accept a fellowship or Research Scholarship or ad-hoc teaching and research assignment with honorarium or any other form of assistance, other than a regular employment in an institution of advanced studies provided that in such cases the Board of Management may, if it so desires, sanction sabbatical leave on reduced pay and allowances.
- V. During the period of Sabbatical Leave, the teacher shall be allowed to draw the increment on due date. A teacher availing of Sabbatical Leave shall furnish an undertaking to the effect that he shall serve the University continuously for double the period of Sabbatical Leave to be calculated from the date of resuming duty after expiry of the Sabbatical Leave. The period of leave shall also count as service for the purpose of pension/contributory provident fund provided the teacher rejoins the University on the expiry of his/her leave.

Note:

1. The Programme to be followed during sabbatical leave shall be submitted to the University for approval along with the application for grant of leave.
2. On return from leave the teacher shall report to the University the nature of studies, research or other work undertaken during the period of leave.

38. ACADEMIC LEAVE

- I. (i) Academic Leave may be granted for –
 - (a) Attending conferences, workshops, symposia etc.
 - (b) Delivering lectures,
 - (c) Working on Committees appointed by Central and State Governments, UGC, Universities and similar other bodies.
 - (d) To conduct examination of a University, Public Service Commission, Board of Examination or other similar bodies/institutes;
 - (e) To inspect academic institutions attached to a Statutory Board etc;
 - (f) To participate in a literary, scientific or educational conference, symposium or seminar or cultural or athletic activities conducted by Bodies recognized by the University Authorities;
 - (g) To do such other work as may be approved by the Vice Chancellor as academic work.
- (ii) The duration of leave shall not exceed 20 days in a calendar year. It shall be sanctioned with the approval of the competent authority.
- (iii) While computing academic leave, holidays and the period spent for journey shall be excluded.

39. Casual Leave

- (1) Casual leave is not a recognized form of leave. An official on casual leave is not treated as absent from duty and his pay is not intermitted on this account.
- (2) Casual leave cannot be combined with any other kind of leave except with special casual leave., It may be combined with holidays including Sundays.
- (3) Sundays and Holidays falling during a period of casual leave are not counted as part of casual leave.
- (4) Sundays/ public holidays/ weekly offs can be prefixed/ suffixed to casual leave.
- (5) Casual leave can be taken for half-day also.
- (6) Casual leave is essentially intended for short periods. It shall not normally be granted for more than 5 days at any one time.
- (7) Casual leave cannot be carried over to the next calendar year.

Leave Rules approved in the Executive Council Meeting held in its 29th Meeting held on 31.08.2019

- (8) Casual leave cannot be claimed as of right and its grant is always subject to exigencies of service.
- (9) A whole time official shall be entitled to 12 days casual leave in a calendar year.
- (10) Officials joining during the middle of a year may avail casual leave proportionately or for the full period at the discretion of the competent authority.

40. Special Casual Leave

Special Casual Leave is admissible as indicated below for different purposes:

- i) Participation in Sports event - Upto 15 days in a Calendar year
- ii) Participation in Cultural Activities - -do-
- iii) For undergoing family planning Operation
 - a) Female employee
 - For tubectomy - 14 days
 - For IUD - days of insertion or Re-insertion
 - b) Male employees - 6 days
 - c) Male employees whose wives undergo families planning operation - 7 days
 - d) Re-canalisation - 21 days

The special casual commences following the date of operation and intervening holidays shall be excluded. The request should be supported by necessary Medical Certificates. Extra periods of Special Casual Leave may be considered by the leave sanctioning authority following the Government rules.

- iv) To give evidence before Court of Law - Actual number of days of evidence
- v) Natural Calamities, Bandhs - Actual number of Days

Special Casual Leave can be combined with any other kind of leave or casual leave but not both.

41. Compensatory Off :-

(i) Compulsory attendance on Sundays or other public holidays justifies the grant of compensatory leave in lieu of duty on Sundays etc., for the number of days an employee is required to attend the office due to exigency of service by an order of the competent authority.

(ii) The accumulation of compensatory leave will not be subject to any limit, but such leave should ordinarily be allowed within a month of its becoming due.

42. Earned Leave to Ad-hoc/ Contract employees:-

In cases of ad-hoc/contract appointments, which are for brief periods, the ad-hoc/contract employees may be allowed earned leave at the rate of 2 ½ days per month of completed service. While granting the leave, the leave should be for full days and not half a day. They will not be entitled to the benefit of encashment of earned leave on termination of their service.

If ad-hoc/contract appointments made for brief periods initially, however, for some reasons, continue beyond a period of three years without a break, such ad-hoc/contract employees may be extended the benefit of all kinds of leave as admissible to temporary employees under these Regulations, from the date of their initial employment.

43. Interpretation:-

Where any doubt arises as to the interpretation of these Regulations, the clarifications, decisions as contained in Government rules shall be applicable.

44. Power to Relax:-

Where University is satisfied that the operation of any of these Regulations causes undue hardship in any particular case, the University, may by order, for reasons to be recorded in writing, dispense with or relax the requirement of that rule to such extent and subject to such exceptions and conditions as it may consider necessary for dealing with the case in a just and equitable manner with the concurrence of the Executive Council.

APPENDIX –I

Bond to be executed by the teachers when granted study leave

This agreement made on this.....day.....of.....between the National Law University, Cuttack being a body corporate constituted under the National Law University, Odisha Act 4 of 2008, (hereinafter called the University of the one part) and

(i)

Resident of
(hereinafter called the Obliger of the second part);
And

(ii)

Resident of; and

(iii)

Resident of
(hereinafter called (ii) and (iii) jointly the sureties of the third part)

WHEREAS THE Obliger is employed in the National Law University, Odisha in the

AND WHEREAS THE Obliger has applied for Study Leave for the following purpose:

AND WHEREAS the University has agreed to grant Study Leave on the condition that after the completion of studies, the Obliger will re-join the University and serve the University for a minimum period ofyears. The Obliger has agreed to this condition and the sureties have also assured the University that the Obliger will perform these obligations faithfully:

1. **THAT** the Obliger undertakes that after completion of studies as aforesaid shall re-join the University and shall serve under the University for a minimum period of.....years.
2. **THAT** in case the Obliger fails to complete studies within the period of Study Leave or fails to rejoin the service of the University on the expiry of Study Leave or resigns from the service of the University at any time before the expiry of the agreed period of service after return to duty at the University being dismissed or removed from the service by the University within the period aforesaid the Obliger and the sureties shall forthwith pay to the University or as may be directed by the University a sum of Rs.....a liquidated damages and refund the advance received by the

Obliger from University; and shall pay all the expenses incurred by the University on the Obliger consequent on the grant of Study Leave, provided always that if the Obliger completes 18 months service after return from study leave, then the sureties and the Obliger shall be liable to pay only half the amount of the liquidated damages.

3. THAT the Obliger and the sureties shall pay interest at the rate of 6% per annum on the amount payable as per Clause 2 above.
4. THAT the liability of the Obliger and the sureties to pay the amount due to the University shall be joint and several and the University shall be competent to recover the amount due from all or either of them
5. THAT hereinabove given is a continuing surety and shall not be impaired or discharged by reason of any time being granted or by any forbearance, act or omission of the University or any person authorized by it or any other indulgence or concession shown by the University to the Obliger or to anyone surety and the University shall be competent to recover the amount due from all or either of them.
6. THAT the University may at its discretion extend the Study Leave of the Obliger from time to time without any reference to the sureties and the sureties shall remain liable in all respects for the amounts payable under these presents during the original period as well as during the extended period.
7. THAT if any amount is paid by the University outside India then the Obliger and the sureties shall be liable to pay the equivalent amount in Indian Currency according to the prevalent official rate of exchange at the time of payment.

IN WITNESS WHEREOF the parties have set their hands hereto in presence of witness:

Witness No. 1. Sig..... Sig.....

(Name) Obliger

No. 2. Sig.....

Sign.....

(Name)

Witness No. 1. Sig..... Sig.....

Leave Rules approved in the Executive Council Meeting held in it's 29th Meeting held on 31.08.2019

(Name) Surety No. 1

No. 2. Sig.....

(Name)

Witness No. 1. Sig..... Sig.....

(Name) Surety No. 2

No. 2. Sig.....

(Name)

Witness No. 1. Sig..... Officer of the University

(Name) Surety No. 1

No. 2. Sig.....

(Name)