

**Bye-Laws  
and  
Service Conditions**

**Bye-Laws**

**IUCAA**  
**Inter-University Centre for**  
**Astronomy and Astrophysics**  
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## **Bye-laws**

These Bye-laws are framed under Rule 30 of the “Rules for the Administration and Management” of the Inter-University Centre for Astronomy and Astrophysics (IUCAA). In the following text the word ‘Centre’ or the acronym ‘IUCCA’ will be used to denote the Inter-University Centre for Astronomy and Astrophysics.

### **1. The Authorities and Officers of the Centre**

As per rule 5, the following shall be the authorities and officers of the centre:-

- i) The Council
- ii) The Governing Body
- iii) The President
- iv) The Chairman
- v) The Director
- vi) Such other authorities and officers as may be constituted/ appointed by the Governing Body.

Rules 6-18 describe the composition and functions of the Council. It is the apex body of the Centre which meets once a year to consider the Annual Report of the Society, and the audited statement of Accounts together with the Auditor’s Report thereon. These rules also define the modus operandi of the President who presides over the meetings of the Council.

Rules 19-42 describe the composition and functions of the Governing Body. It is the executive body that manages, administers, directs and controls the affairs of the Centre subject to its Rules and Bye-laws. These rules also define the modus operandi of the Chairman who chairs the meetings of the Governing Body.

Rules 43-45 govern the post of the Director. The Governing Body shall decide the specific terms and conditions offered to the Director.

### **2. Honorary Fellows**

The Governing Body shall elect from time to time internationally distinguished scientists as Honorary Fellows of IUCAA. The number of Honorary Fellows shall not exceed twelve at any

given time. An Honorary Fellow may visit IUCAA occasionally for academic interactions, guidance etc. IUCAA will meet the expenses of such a visit as per rules laid down by the Governing Body.

### **3. Scientific Evaluation and Monitoring**

The scientific activities and achievements of IUCAA will be evaluated and monitored through two committees:

#### **3.1 Scientific Advisory Committee (SAC)**

The Scientific Advisory Committee will be appointed by the Governing Body under Rule 30(xi). It will consist of eight active and distinguished scientists from within the country and abroad with the Director of IUCAA as its Secretary. The term of Office of a member will be three years. At any meeting of the SAC the Chairman of the Governing Body will nominate one of the members as Chairman of the Committee.

The prime function of this Committee is to review the research and teaching work being done by the staff of the centre and its various other programmes. The Committee will submit a review of the Centre’s activities and advise on future directions and developments annually to the Governing Body, which will in turn take it to the University Grants Commission (UGC). The Committee may visit IUCAA approximately once in two years and interact with its staff and visiting members to have a closer appreciation of the functioning of the Centre.

#### **3.2 Users’ Committee (UC)**

The Users’ Committee, to be constituted under Rule 30(xi) by the Governing Body, will make recommendations to the Governing Body for optimal and effective utilisation of the Centre’s facilities by visiting university scientists. This Committee will play a crucial role in shaping IUCAA’s inter-university character. It may in general comment on the visitor programmes such as schools, refresher courses, workshops etc. conducted by the Centre. The Committee will consist of the Director and two senior faculty members of the Centre, three Vice-Chancellors of the universities that have active interaction with the Centre and two scientists from those who are users of the Centre. The

Director, IUCAA will be the Chairman of the Committee. The non-ex-officio members will be nominated by the Chairman, Governing Body from a panel of names prepared by the Director, IUCAA. The term of nominated members shall be three years.

## **4. Finance and Accounts**

IUCAA's financial year will begin on April 1 and end on March 31 of the following year.

### **4.1 Finance Committee**

The Finance Committee shall be constituted by the Governing Body under Rule 30(xi) and will meet at least once a year. It shall make recommendations to the Governing Body on:

- (a) The Budget Proposals of the Centre
- (b) The reply to the Annual Audit Report
- (c) The creation of posts above a certain level to be specified by the Governing Body from time to time.
- (d) Any other matter on which the Governing Body seeks its recommendations.

### **4.2 Accounts**

The Accounts Section of IUCAA shall be responsible for the proper compilation and maintenance of accounts of IUCAA, and for having them duly audited as per guidelines laid down by the Director.

### **4.3 Receipts**

All moneys received for or on behalf of IUCAA shall be placed in a current, savings or fixed deposit account with a nationalised bank or banks in the name of IUCAA.

### **4.4 Payments**

4.4.1 Payment: Payment by or on behalf of IUCAA exceeding a fixed amount to be decided by the Director from time to time, shall ordinarily be made by account payee cheque. All cheques shall be signed by the person/persons duly authorised to do so by the Director. If the situation so

demands, the Director may authorise payment by account payee demand draft.

4.4.2 Endorsement: All bills for payment shall bear an endorsement 'passed for payment', and the endorsement shall be signed by the Director or by an officer to whom the power has been delegated by the Director.

4.4.3 Permanent Advance: A permanent advance of a sum to be fixed from time to time by the Director may be kept by the Head of the Accounts Section of IUCAA for cash payments.

## **5. The Employees of the Centre**

The employees of IUCAA, other than the Director, are divided into three categories:

- (I) Academic staff: These are persons engaged in the activities of teaching and research on behalf of IUCAA. In addition persons playing important roles in the developmental activities in IUCAA's instrumentation programme will also belong to this category. They shall form the Faculty of IUCAA. This category does not include students, visitors, and associates for whom separate Bye-law 7 operates.
- (II) Scientific staff: These are persons employed for maintaining the R & D activities of IUCAA.
- (III) Administrative and Supporting Staff: This includes persons employed by IUCAA for running and maintaining its infrastructure. It does not include persons hired on contractual basis for whom separate Bye-law 8 operates.

## **6. Duties and Functions of the Director and Employees of IUCAA**

### **6.1 Duties of the Director**

It shall be the duty of the Director to carry on the work of IUCAA under the control of the Governing Body in accordance with the Rules and Bye-laws for the administration and management of IUCAA. In case of exigencies, he may take such action as may be necessary and report it to the Governing Body.

- 6.1.1 Direction and control of the Staff: All members of the staff of IUCAA shall be under the general control of the Director, who may issue Standing Orders and instructions from time to time.
- 6.1.2 Sanction of expenditure: All expenditure within the budget grant shall be approved and sanctioned by the Director, as per powers delegated to him by the Governing Body. Director in turn may delegate some of his powers to other Officers of IUCAA. The Director shall have the power to make reappropriations subject to the following conditions:
- (a) Reappropriation to augment the provision under the head ‘Salaries, Allowances, Pension Fund and Provident Fund Contributions’ shall require the prior approval of the Governing Body.
- (b) No reappropriations shall be made from the head of Capital Expenditure to the Head of Recurring Expenditure without the prior approval of the Governing Body.
- (c) Reappropriations within the heads of Capital Expenditure to cover expenditure on a new project not included in the budget shall require the prior approval of the Governing Body.
- 6.1.3 Supervision of work: The Director shall exercise general supervision over the academic and visitor programmes, R and D projects and product development work of IUCAA.
- 6.1.4 Co-ordination of work: The Director may call for the general plan of work of an individual or group of technical staff at the beginning of each year and at any other time he may consider necessary, and coordinate the work of the various sections in IUCAA.
- 6.1.5 Scientific Advisory Committee: The Director will present all the necessary information relevant to the assessment of IUCAA’s performance annually to the Scientific Advisory Committee. This may be done not later than September 30 each year for the preceding financial year ending 31st March. The Director will also arrange for visits by the Committee to IUCAA as laid down in Bye-law 3.

- 6.1.6 Users’ Committee: The Director shall ensure that the Users’ Committee meets at least once in a calendar year. The recommendations of the Users’ Committee shall be presented by the Director to the Governing Body who will decide the action points thereon.
- 6.1.7 Academic Programmes Committee: At each meeting of the Governing Body the Director shall report on the recommendations made by the Academic Programmes Committee and the action taken thereon.
- 6.1.8 Annual Report: The Director shall submit the Annual Report office to the Governing Body and the UGC, not later than September 30 each year, for the preceding financial year ending 31st March.

## **6.2 Duties of the Deans**

There will be two deans, one supervising the core academic programmes of IUCAA and the other supervising its visitor academic programmes.

- 6.2.1 The Dean, Core Academic Programmes (Dean, CAP) will assist the Director in formulating IUCAA’s academic programmes, R and D activities, and other such activities as the Director may delegate to him. He will be the Convener of the Academic Programmes Committee.
- 6.2.2 The Dean, Visitor Academic Programmes (Dean, VAP) will assist the Director in monitoring IUCAA’s associateship programme, the schools and workshops activities, arrangements for visiting faculty and any other activities the Director may delegate to him, arising from IUCAA’s coordinating role in the university sector. He will be the Convener of the Users’ Committee.
- 6.2.3 The two deans will be nominated by the Director from the senior core academic faculty of IUCAA and will normally have a tenure of three years. Extra token emolument to be fixed by the Governing Body will be paid to the two deans for these additional administrative commitments.

## **6.3 Duties of the Academic staff**

- 6.3.1 Research and teaching: Every academic staff member shall be engaged in both teaching and research in the

areas relevant to the activities of IUCAA. He may take part in R and D activities, schools and workshops, interaction with visitors, and help nucleate astronomy and astrophysics in the universities through lectures and collaborations.

6.3.2 Periodical reports: Every academic staff member shall submit an annual report on his work to the Director.

#### **6.4 Academic Programmes Committee**

It shall consist of all academic staff of the rank of Scientist D and above. It will be presided over by the Director, and will advise him on matters relating to all academic programmes of IUCAA.

#### **6.5 Standing Committee for Administration**

This shall be chaired by the Director and its other members will be the Dean, Core Academic Programmes, the Dean, Visitor Academic Programmes and the Senior Administrative Officer (Member Secretary). This Committee shall deal with the administrative matters of IUCAA.

#### **6.6. Duties of the Senior Administrative Officer (SAO)**

6.6.1 Secretarial work: The SAO shall act as non-member Secretary to the Finance Committee. He will be the member secretary of the Standing Committee for Administration.

6.6.2 Legal aspects: The SAO shall act on behalf of IUCAA in legal matters as instructed by the Director.

6.6.3 Work under the general control of the Director: In all matters concerning IUCAA he shall work under the general control and orders of the Director.

6.6.4 Correspondence : The SAO shall be in charge of correspondence relating to IUCAA subject to the instructions of the Director and Deans.

6.6.5 Office management: The SAO will be in charge of the staff in Categories (II) and (III).

6.6.6 Maintenance of the premises: The SAO will look after the maintenance and upkeep of the premises and the property of IUCAA.

#### **6.7 Duties of the Head of the Accounts Section**

The Head of the Accounts Section shall work under the supervision of the Director and the SAO, and be responsible for all financial and accounting aspects of IUCAA.

### **7. Visitors and Associates**

IUCAA will have an extensive visitors programme as well as an associateship programme. The broad categories of visitors and associates are as follows:

#### **7.1 Students**

The students of IUCAA are considered as visiting members. Their leave rules will be framed suitably by the Director in consultation with the Academic Programmes Committee and given separately from the leave rules for IUCAA staff members.

7.1.1 M.Sc./Ph.D. students: IUCAA will recruit inhouse students for M.Sc. and Ph.D. programmes in the areas of its interest. These students shall be nationally selected and registered for degrees in any Indian university offering studies in these areas. The detailed arrangements for such students shall be worked out by the Director in consultation with the Academic Programmes Committee and the universities where these students would be registered.

7.1.2 IUCAA will also run a Visiting Ph.D. Students Programme under which graduate students from other universities will attend lectures at IUCAA and receive guidance from its staff members and senior visitors. The Director in consultation with the Academic Programmes Committee will lay down rules governing this scheme from time to time.

#### **7.2 Visiting Faculty**

The Director in consultation with the Academic Programmes Committee will, from time to time, lay down rules for visiting faculty from within India and abroad. The rules will specify travel, honorarium and other benefits for visiting faculty.

### **7.3 Associates**

The Director in consultation with the Academic Programmes Committee will specify the rules for the IUCAA associateship programme. The associates will be in two categories:

7.3.1 Associates: These will be young research workers who may be on the teaching faculties of the universities. They will be offered associateship of IUCAA for a duration of five years in which period they will spend upto two years at IUCAA. as per the guidelines laid down by the Director in consultation with the Academic Programmes Committee. The associateship will be offered for two years in the first instance, and extended to the full term of five years upon satisfactory performance.

7.3.2 Senior Associates: These will be senior faculty members of universities who will be elected associates for a maximum period of three years at a time, of which they will spend upto one year at IUCAA as per the guidelines laid down by the Director in consultation with the Academic Programmes Committee.

### **7.4 Schools, Workshops etc.**

The Director in consultation with the Academic Programmes Committee will specify the rules governing the schools, workshops, refresher programmes etc. to be arranged and funded by IUCAA. These rules will be reviewed and revised if necessary from time to time.

## **8. Execution of Contracts on Behalf of IUCAA**

### **8.1 Contracts with Outsiders**

Contracts by or on behalf of IUCAA shall be signed by the Director/SAO of IUCAA.

### **8.2 Contractual Services**

The Director will contract out infrastructural services of IUCAA as and when needed. Persons hired for these services will be governed by the rules of their respective contracts.

## **9. Other Matters for the Administration and Management of IUCAA.**

### **9.1 Payment of TA/DA to Members of the Governing Body and the Council**

TA/DA will be paid to the Members attending meetings of the Governing Body and the Council of IUCAA as per rules applicable to the Members of the University Grants Commission when attending Commission meetings.

### **9.2 Payment of TA/DA to Committee Members**

TA/DA will be paid to members of official committees for attending meetings of the committees, as per rules framed by the Governing Body from time to time.

### **9.3 Payments of Honorarium to Committee Members**

The Governing Body shall decide the honorarium to be paid to the non official members attending the meetings of IUCAA's Council, Governing Body and other committees within the guidelines laid down by the Government of India.

### **9.4 Payment of TA/DA to the Employees of IUCAA**

The TA/DA for the staff of IUCAA for travel in connection with the business of IUCAA shall be paid in accordance with the rules framed by the Governing Body for that purpose from time to time.

### **9.5 Attendance at Conferences, Seminars etc.**

9.5.1 Members of the Staff may be allowed to attend Conferences, Seminars, Symposia etc. and may be deputed to them as well as to various research centres for specialised training, or for the work of IUCAA, at the discretion of the Governing Body in the case of the Director and of the Director, or a member of the staff to whom the power has been delegated by the Director, in the case of others.

9.5.2 Members of the Staff, when deputed by IUCAA under Bye-law 9.4.1, shall be eligible for deputation and travelling allowances as laid down by the Governing Body

from time to time. In addition, the members so deputed shall be entitled to draw salary and dearness allowances, and be eligible for house rent and city compensatory allowances as per guidelines approved by the Governing Body.

#### **9.6 Contributions to Periodicals/Journals**

Contributions to periodicals/journals/books resulting from work carried out in IUCAA by visiting members of IUCAA, shall contain appropriate acknowledgment to IUCAA and the concerned sponsoring agency.

#### **9.7 Lectures Outside IUCAA**

Members of the staff may accept invitations to give courses of lectures at universities, educational and research institutions etc., provided such lectures do not interfere with their work at IUCAA and provided further that the prior permission of the Director or a member of the staff to whom the power has been delegated by the Director, has been obtained. The Director may ask any member of the academic staff to give a course of lectures in any university.

#### **9.8 Assignments from Outside Sources**

Members of the staff may, if invited to do so, and with the prior approval of the Director or a member of the staff authorised by him, accept assignments (remunerative or otherwise) from outside sources.

#### **9.9. Book and Periodicals Allowance**

Members of IUCAA's Faculty may purchase books and/or subscribe towards memberships of professional societies and to periodicals pertaining to their research and developmental activities and claim reimbursement from IUCAA upto a sum specified by the Director from time to time. A book allowance may also be provided to associates and senior associates who spend sufficient time at IUCAA.

## **10. Special Professorships, Lectureships and Awards**

The Governing Body may, from time to time, create distinguished chairs. The Governing Body may also institute endowed lectures, awards etc. on suitable occasions.

## Service Conditions

### “Service Conditions”

#### 1. Terms and Conditions Offered to the Director

As per Rule 43(d), the post of the Director of IUCAA is equivalent to that of the Vice-Chancellor of a Central University. In particular cases the Governing Body may offer special pay to the Director if necessary. Specific terms and conditions normally offered to the Director are as follows:

- 1.1 **Tenure:** The term of appointment will be for five years and the term can be renewed for a further period of five years at a time, or till he attains the age of sixty five whichever is earlier.
- 1.2 **Joining Expenses:** At the time of taking up his residence on the IUCAA Campus the Director shall be reimbursed for his moving expenses (for himself, his family and household effects) from his residence of previous employment subject to such rates applicable to the employees of equivalent status of Government of India/Central Universities/Autonomous Institutions supported by the Government of India. In special cases the Chairman of the Governing Body may offer actual expenses if they exceed the above guidelines.
- 1.3 **Accommodation:** The Director shall be entitled to the use of a furnished residence throughout his term of office and no charge shall fall on the Director in respect of maintenance, including cosmetic maintenance of the residence. For this, a licence fee corresponding to half the area of the residence, determined as per the Government of India norms for official accommodation, shall be payable by the Director.
- 1.4 **Transport:** The Director shall be provided with the use of a chauffeur driven car. He shall make a token monthly payment for personal use of the car at the rate prevalent as per the Government of India norms.



- 1.5 **Medical and Other Benefits:** The medical, and other benefits offered to the Director may be decided by the Governing Body and will be normally similar to those prevailing for persons of similar status in the Government of India/Central Universities/Autonomous Institutions supported by the Government of India.
- 1.6 **Travelling Allowances:** The Director shall be entitled to travelling allowances at such rates as may be admissible to the employees of the similar status of Government of India/Central Universities/Autonomous Institutions supported by the Government of India.
- 1.7 **Leave and Encashment of Leave:** The Director shall be entitled to leave and encashment of leave as per the leave rules for academic staff of IUCAA. To the extent that the leave applied for by the Director, in sufficient time before the date of expiry of his term, is refused in the interest of IUCAA, with prior approval of the Chairman of the Governing Body he shall be entitled to the encashment of such leave and earned leave to his credit, subject to a maximum of 240 days, after he relinquishes the charge of his office.
- 1.8 **Medical and Other Leave:** The Director shall also be entitled on medical grounds or otherwise, to leave without pay for a period not exceeding three months during each five years term of his office provided that such leave may be converted into leave on full pay to the extent to which he will be entitled to leave under Service Condition 1.7.
- 1.9 **Moving Expenses at the End of Term:** On relinquishing his charge the Director shall be paid moving expenses for himself, his family and his household effects to any part in the country where he wishes to reside after his tenure. If after relinquishing his charge the Director continues as a faculty member of IUCAA, then the above benefit shall be available to him when he retires or resigns his position at IUCAA. In special cases the Chairman of the Governing Body may offer actual expenses if they exceed the above guidelines.

- 1.10 **Leave Travel Concession:** The Director shall be entitled to leave travel concession as applicable to Vice-Chancellors of Central Universities. In special cases the Chairman of the Governing Body may permit the Director to avail of the LTC rules he was availing of in the previous employment if he so desires.

## 2. Appointment and Duration of Service of the Employees of IUCAA

The following shall apply to the staff members of IUCAA as defined in Bye-law 5.

- 2.1 **Period of Service:** Members of staff of IUCAA, excepting those appointed on a temporary basis and those appointed explicitly on a contractual basis, shall be appointed with a one year probation period. At the end of this period, probation may be extended but for not more than one year. At the end of the probation period, on the basis of an evaluation of the individual's performance during probation, the appropriate appointing authority may offer the staff member continuing appointment in IUCAA till the age of superannuation, namely 60 years in case of Categories (I), (II) and (III). If a staff member having a continuing appointment at IUCAA is made Director, then at the end of service as Director, he shall have the option to revert to the prior appointment, unless he has reached the age of superannuation. If any staff member during his service period happens to become the Director and reverts to his original post he shall not have any claim of age of superannuation upto 65 years. Age of superannuation of such an employee will be in accordance with the rules as are applicable to other normal employees.
- 2.2 **Appointing Authority:** All appointments in IUCAA in certain senior grades, to be specified from time to time by the Governing Body, will be made by the Director after receiving the approval of the Governing Body. The Director would follow a process of selection in conformity with

guidelines laid down by the Governing Body. All other appointments shall be made by the Director or by a staff member to whom this power has been delegated by the Director on the recommendations of the appropriate committees constituted by him in accordance with guidelines laid down by the Governing Body.

2.3 **Emoluments and Allowances:** The Governing Body shall fix the scales of pay and allowances of the staff of IUCAA from time to time, after obtaining the consent of the University Grants Commission.

2.4 **Extension Beyond Superannuation:** This may be granted by the Governing Body to a member of the staff, in special circumstances, in accordance with the guidelines laid down by the Governing Body from time to time, but in no case beyond the age of 65 years, provided the Governing Body is satisfied that the services of the member are absolutely essential for the activities of IUCAA” Such extensions will not, however, be given for more than 2 years at a time, and such extensions will not be given beyond the age of 62 years in respect of staff members in Categories (II) and (III).

2.5 **Termination of Service:** The following conditions apply:

2.5.1 Notice of termination: In addition to the provisions contained in Service Condition 3.10, the service of any member of staff may be terminated by either party giving to the other not less than three months’ notice in writing to terminate it, except during the period of probation, when the period of notice shall be one month.

2.5.2 Curtailment of period of notice: Notwithstanding anything contained in paragraph 2.5.1,

(a) the service of any member of the staff may be terminated by giving a shorter notice than that specified in paragraph 2.5.1 on payment to him of a sum equivalent to the amount of his pay plus allowances for the period by which such notice falls short of the period specified,

(b) the appointing authority, or the authority to whom the

power has been delegated, may accept a shorter period of notice from a member of the staff in special circumstances.

2.5.3 Leave on termination of service: Earned leave on full pay may be counted towards the period of notice required under paragraph 2.5.1, and for any part not so utilised pay and allowances may be paid at the discretion of the Director or a member of the staff to whom the power has been delegated by the Director as per Governemnt of India rules.

### 3. The Terms and Conditions of Service of the Staff of IUCAA

3.1 **Certificate of Physical Fitness:** Every employee shall, prior to taking up his appointment be medically examined and be certified fit for service by a medical practitioner nominated by the Director.

3.2 **Agreement:** Every employee of IUCAA shall accept in writing the terms and conditions of his appointment before joining IUCAA and again before taking up each subsequent appointment.

3.3 **Salary:** Every employee shall be paid every month the salary fixed for his post so long as he remains in the service of IUCAA and remains eligible for it under these Bye-laws and Service Conditions framed by the Governing Body.

3.4 **Provident Fund Benefit:** During the continuance of his service an employee shall contribute to the Provident Fund, if called upon to do so, in accordance with the rules framed on that behalf by the Governing Body from time to time. While framing Contributory Provident Fund rules by the Governing Body the Government of India Contributory Provident Fund rules may be taken into account.

3.5 **Obedience to Rules and Regulations:** During the period of his service every employee shall observe, obey, and abide

by the Rules of IUCAA and the Bye-laws made from time to time by the Governing Body and all standing orders/instructions issued by the Director under Service Condition 3.2.

- 3.6 **Specific Work:** Every employee shall perform such duties as may be entrusted to him, and shall carry out the directions of the Governing Body or the Director or of any other person to whose authority he may be subject according to the Rules and Bye-laws of IUCAA and the standing orders/instructions of the Director.
- 3.7 **Whole Time Service:** An employee shall devote his whole time to the service of IUCAA and shall not, without the previous permission of the Governing Body in the case of the Director, or of the Director in the case of others, engage, directly or indirectly, in any trade, business, occupation, profession or enter on any remunerative commitment, or absent himself from duty without proper authorization. Members of the staff shall not stand for election or accept nomination to any local body or university authority without the previous permission of the Governing Body which may lay down necessary instructions in this regard.
- 3.8 **Working on Sundays and IUCAA Holidays:** The Director, or a member of the staff to whom the power has been delegated by the Director, may, for urgent work, call any member of the staff on Sundays and/or IUCAA holidays and may grant suitable compensation in lieu thereof keeping in view the normal rules as are applicable to the employees of Government of India/Central Universities/Autonomous Institutions supported by the Government of India.
- 3.9 **Leave:** Employees will be granted leave in accordance with the leave rules framed by the Governing Body from time to time keeping in view the leave rules of Central Civil Services/Central Universities.
- 3.10 **Discipline:** The authority which appoints a member of the staff of IUCAA may discharge, remove, dismiss, or otherwise punish him for misconduct, or for breach of the terms

and conditions of his appointment, after following the procedure prescribed in Service Condition 3.11. The Director may suspend a member of staff preparatory to disciplinary action as described above. Suspension shall not be treated as a punishment.

- 3.11 **Order of Discharge, Removal or Dismissal:** No order of discharge, removal or dismissal shall be passed under the preceding Service Condition unless the specific charges on which such order is to be passed, are framed against the person in writing, and given to the said person, so that he shall have reasonable opportunity of defending himself provided that the requirements of this Service Condition may be waived if the facts, on the basis of which action is to be taken, have been established in a Court of Law, or where he has absconded, or where it is for any other reason impracticable to communicate with him. In every case where all or any of the requirements of this Service Condition are waived, the reasons for so doing shall be recorded in writing.
- 3.12 **Appeals:** An employee who has been discharged, removed or dismissed shall have a right of appeal against any order passed by the appointing authority to the authority to which the appointing authority is immediately subordinate, hereinafter referred to as appellate authority. Every appeal shall comply with the following requirements:
- (a) It shall be couched in concise, polite and respectful language, and be free from irrelevant matter.
  - (b) It shall contain all material statements and arguments relied on and shall be complete in itself.
  - (c) It shall specify the relief desired.
  - (d) It shall be submitted to the authority which made the order appealed against, within a period of three months from the date on which the appellant receives a copy of the order appealed against provided further that a copy of the appeal may be submitted directly to the appellate authority. It shall not be addressed to any other authority or persons connected with IUCAA.

3.13 **Consideration of Appeals:** In the case of an appeal against an order of discharge, removal or dismissal, the appellate authority shall consider:

(a) whether the procedure prescribed in the preceding Service Condition has been complied with, and, if not, whether such non-compliance has resulted in a miscarriage of justice;

(b) whether the findings are justified;

(c) whether the penalty imposed is excessive, adequate or inadequate and shall pass orders,

(i) setting aside, reducing, confirming or enhancing the penalty or

(ii) remitting the case to the appointing authority or to any other authority with such direction as it may deem fit in the circumstances of the case provided that the appellate authority shall not impose any enhanced penalty unless the appellant is given an opportunity of making any representation which he may wish to make against such enhanced penalty within 60 days from the date he has been given the said opportunity.

3.14 **Implementation of Orders in Appeal:** The authority, which made the order appealed against, shall give immediate effect to the orders passed by the appellate authority.

3.15 **Orders Passed by the Governing Body not Appealable:** Notwithstanding anything contained in these Service Conditions, no appeal shall lie against any order made by the Governing Body.

3.16 **Governing Body's Power to Review:** Notwithstanding anything contained in Service Conditions 3.11 to 3.15, the Governing Body may on its own motion or otherwise, after calling for the records of the case, review any order which is made or is appealable under these Service Conditions, and

(a) confirm, modify or set aside, the order,

(b) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order,

(c) remit the case to the appointing authority which made the order or to any other authority directing such further action or enquiry as it considers proper in the circumstances of the case, or

d) pass such other orders as it deems fit, provided that an order imposing or enhancing the penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he may wish to make against such enhanced penalty provided he makes representation within 60 days from the date he has been given the said opportunity.

3.17 **Review of Orders in Disciplinary Cases:** The authority before which an appeal against an order imposing any of the penalties specified in Service Condition 3.10 lies, may of its own motion or otherwise, call for the records of the case in a disciplinary proceeding, review any order passed in such a case, and pass such orders as it deems fit, as if the employee had preferred an appeal against such an order provided that no action under this Service Condition shall be initiated more than six months after the date of the order to be reviewed.

3.18 **Pay and Allowances on Acquittal:** If a member of the staff of IUCAA who has been discharged, removed or dismissed has been reinstated as a result of appeal, review or due to a court decision favourable to the employee, or the charges are not proved against him, the competent authority may grant to him for the period of absence from duty,

(a) if he is fully exonerated, the full pay to which he would have been entitled if he had not been suspended, discharged, removed or dismissed, and by an order to be separately recorded, any allowance of which he was in receipt prior to his discharge, removal or dismissal

(b) if not fully exonerated, proportion of such pay and allowances as the competent authority may prescribe.

The period of absence from duty will be treated as period spent on duty in case (a). It will not be treated as period

spent on duty in case (b) unless the appellate authority directs to the contrary.

#### **4. Pay Scale & Allowances (including HRA)**

The pay scales and allowances will be as per rules laid down by the Governing Body from time to time. These will in general follow the Government of India norms. The House Rent Allowance will be as per the prevailing rules of the Government of India. Annual increments, where due, will fall on 1 April and 1 October of each year. For those who joined IUCAA between 1 April and 30 September; and who are not on probation, the first due increment will be given on April 1 that follows. Likewise for those who joined IUCAA between 1 October and 31 March; and who are not on probation, the first due increment will be given on the following October 1. Employees on probation shall receive the first increment after the completion of one year and thereafter as per the above provision.

#### **5. General Contributory Provident Fund, Pension Scheme and Gratuity**

The rules governing the General Contributory Provident Fund, Pension and Gratuity applicable to IUCAA staff will be as laid down by the Government of India for its employees. A member of the Academic Staff will be eligible to revise his option between pension and provident fund once and only once during the tenure of his service.

#### **6. Health Scheme**

The employees of IUCAA and their families will be covered by a health scheme. The details of the scheme shall be laid down by the Governing Body from time to time.

#### **7. House Building Advance**

The members of staff of IUCAA will be given house building advance within the provision made in the budget each year as per rules and conditions laid down by the Governing Body from time to time. A member eligible for grant of such an advance will be paid as per the Government of India Rules in force. A member

will be eligible for such a loan on completion of 10 years of continuous service for IUCAA. The rules and conditions for HBA may be framed based on the HBA scheme of the Government of India.

#### **8. Loan for Purchase of Conveyance**

IUCAA will follow the rules applicable to the employees of the Government of India in this regard.

#### **9. Other Loans**

Other loans will be payable to staff of IUCAA according to rules laid down by the Governing Body in accordance with the rules of the Government of India/Central Universities/Autonomous Institutions supported by the Government of India.

#### **10. Carry-Over Benefits**

An employee who has joined IUCAA from any of the institutions listed by the Governing Body will carryover his accrued benefits as per the prevailing rules of the Government of India.

#### **11. Moving Expenses**

In special cases the Governing Body may reimburse the actual travel and moving expenses of an employee who has joined IUCAA from any of the recognized institutions listed by the Governing Body to an extent not exceeding the expenses covered by the Government of India rules. In exceptional cases, the Governing Body may provide this benefit to a staff member joining from abroad. A suitable contract will have to be executed between such an employee and IUCAA to protect IUCAA's interest.

## **12. TA/DA Rules**

TA/DA will be paid to a member of IUCAA in accordance with the TA/DA rules as laid down by the Governing Body from time to time as per the rules of the Government of India/Central Universities/Autonomous Institutions supported by the Government of India.

## **13. Children's Educational Assistance**

In the matter of education of children of employees of IUCAA, all IUCAA employees will be given assistance as per usual Government of India rules for

1. Reimbursement of tuition fee.
2. Subsidy for the purchase of prescribed text books and note books.

The assistance will be given for study upto 12th standard in recognised institutions. The maximum amount that can be reimbursed will be determined by the Governing Body from time to time. It can be claimed by a member for a maximum of 3 children only. Where both husband and wife are in government/semi-government service, only one of the two will be eligible for assistance.

## **14. Leave Travel Concession**

The members of the staff and the Director of IUCAA will be provided LTC facility as per rules laid down by the Governing Body from time to time as per the rules of the Government of India/Central Universities/ Autonomous Institutions supported by the Government of India.

## **15. Ad hoc Bonus**

Ad hoc Bonus will be paid as per guidelines laid down by the Governing Body from time to time. For the present, ad hoc bonus is paid as per the Government of India norms in force.

## **16. Moving Expenses on Retirement**

An employee of at least ten years service with IUCAA shall on retirement be paid moving expenses to his next place of residence as per the rules fixed by the Governing Body. These shall not exceed those allowed by the Government of India rules. In case the employee has joined IUCAA from another institution where he had a similar benefit which he could not avail of, he may carryover the tenure at the previous institution towards the ten years requirement of IUCAA.

## **17. Working Hours and Holidays**

The Governing Body will decide the working hours in respect of the staff members in various categories, from time to time. It will also decide the holidays to be followed by IUCAA in a calendar year preferably on the lines of the provisions of the Government of India/Central Universities/Autonomous Institutions supported by the Government of India.

## **18. Leave Rules**

As per Service Condition 3.9 the leave rules for IUCAA staff are given below:

- 18.1 **Sanction and Refusal:** Leave cannot be claimed as of right. When the exigencies of IUCAA so require, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant leave.
- 18.2 **Authority Empowered to Grant Leave:** Application for leave shall be addressed to the Chairman of the Governing Body by the Director and to the Director by other members of the staff. Leave may be sanctioned by the Director or by a member of the staff to whom the power has been delegated by the Director. The Governing Body may sanction leave to the Director, but the Director can avail himself of casual leave on his own authority.

**18.3 Categories of Leave:** The leave categories for IUCAA staff shall include casual leave, special casual leave, earned leave, quarantine leave, half pay leave, commuted leave, leave not due, extraordinary leave, maternity leave, hospital leave and special disability leave. The rules governing them shall be the same as those operating in the Central Universities except for the additional categories given in Service Conditions 18.4 to 18.8.

**18.4 Vacation Leave/Earned Leave:** Academic staff are entitled to upto 70 days vacation leave in one year (April-March), to be taken in periods specified by the Director in consultation with the Academic Programmes Committee. The fraction 3/7 of unused vacation leave will carryover to the following year as earned leave for the above staff, and can be so accumulated upto 240 days.

**18.5 Special Study Leave:** Where a member of the staff applies for study leave to prosecute further study in an institution in the country or abroad, and it is considered that the study or training has a direct bearing on subjects with which IUCAA is concerned and the study or training will, as a consequence, serve the interest of IUCAA, although not to the extent of placing him on deputation, the member can be granted special leave under the following terms and conditions.

- i) The member will ordinarily have to pay for his own travel.
- ii) Special leave will not be debited to the leave account of the member and will count as service for increments.
- iii) The leave salary during special leave will be equal to half pay. In addition, the member will be entitled to draw dearness pay and be eligible for house rent and city compensatory allowance provided his dependants continue to remain in Pune.
- iv) The total period of the leave so sanctioned should not normally exceed twelve months and in no case two years in the entire period of service, except when a member is working for a doctorate or a similar qualification, in

which case the period of special leave may be extended to the minimum period required for acquiring the qualification, but not exceeding four years. Special leave in excess of twelve months may be granted only if the member has rendered more than three years continuous service. This condition may be relaxed in special circumstances and a shorter period, in no case less than two years, may be accepted as minimum qualifying service.

v) Special leave can be taken in combination with earned leave.

vi) A bond shall be taken from the employee binding him to serve IUCAA after the completion of the study or training abroad for a period equal to four times the period of his absence subject to a minimum of two years and a maximum of five years.

vii) The facility of special study leave will normally be available only to staff in Category (I).

**18.6 Extraordinary Study Leave:** When a member of the academic staff applies for a leave to prosecute further study or to take up an assignment, in an institution abroad, and it is considered that such study or assignment will serve the interests of IUCAA, although not to the extent of granting him special study leave, he may be granted extraordinary study leave without pay for periods of a year at a time, subject to the total period of leave not exceeding five years at a time. The leave so availed of may be allowed to count for increments at the discretion of the Director, or an authority to whom the power has been delegated by the Director, provided that the member has put in at least three years service in IUCAA at the time of proceeding on such leave.

**18.7 Sabbatical Leave:** Sabbatical Leave may be granted to Academic Staff in designated grades for academic or R & D pursuits for a total period not exceeding one year during each six-year block of service. Counting for this purpose

will start from the date the member is appointed to a designated grade. Sabbatical leave for purpose other than those specified above may also be given but with the approval of the Governing Body.

**18.8 Deputation, On Duty Absence etc.:** For the purpose of attending Conferences, Symposia and Schools and of giving lecture courses in other institutions at home and abroad, the members of academic staff and other staff, if so deemed fit by the Director, may be deputed and their absence treated as on duty. The period of absence for such purpose will not be debited to the leave account of the member.

## **19. Miscellaneous**

If any question arises which is not covered by these rules, the decision of the Governing Body shall be the final.