

**Regulations for Appointment, Promotion, terms & conditions of service of teachers & other academic staff in National Law University of Meghalaya 2022**

**1. SHORT TITLE AND COMMENCEMENT**

1. These Regulations may be called “National Law University, Meghalaya Regulations for appointment, promotion, terms & conditions of service of teachers & other academic staff, 2022.” These Regulations shall apply to the teachers and other academic staff in the University.
  
2. These Regulations shall come into force with effect from the date of approval or otherwise as decided by the Executive Council of the University.

**2. DEFINITIONS**

1. ‘University’ means the National Law University of Meghalaya
2. ‘Government’ means Govt. of NCT of Meghalaya and/or Govt. of India as the case may be as per the context.
- 2.3. "UGC' Means University Grants Commission.

**3. CLASSIFICATION**

1. The details of sanctioned academic posts and the Pay Band / Grade Pay attached there to, shall be as specified in Annexure “A”.
  
2. The National Law University, Meghalaya may create new posts/cadres as it deems fit.

**4. RECRUITMENT & PROMOTION: PROFESSOR, ASSOCIATE PROFESSOR, ASSISTANT PROFESSOR, LIBRARAIN, DEPUTY LIBRARAIN, ASSISTANT LIBRARAIN, DIRECTOR OF PHYSICAL EDUCATION AND SPORTS, DEPUTY DIRECTOR OF PHYSICAL EDUCATION AND SPORTS, ASSISTANT DIRECTOR OF PHYSICAL EDUCATION AND SPORTS.**

1. For recruitment & promotion of teaching & other academic staff, the University has adopted UGC regulations on “minimum qualifications for appointment of teachers and other academic staff in universities and colleges and measures for the maintenance of standards in higher education 2022” . Therefore, the University will follow the UGC regulations for recruitment & promotion of teachers & other academic staff on regular basis in the University. Service Agreement as per Annexure- B will be signed by the teachers & other academic staff

## **5. MEDICAL FITNESS**

### **5.1. On first appointment**

Every person, on first appointment in the University through direct recruitment on regular basis shall be required to produce a medical certificate of fitness in the prescribed form from the Medical Officer of the University or competent authority of a Govt. hospital of Govt. of NCT of Meghalaya/Govt. of India. In case the candidate is not declared fit by the Medical Officer, the candidate may prefer an appeal within a month against the findings of the Medical Officer examining him, to the Vice-Chancellor who, after considering the appeal of the candidate, may refer the candidate to the Medical Board of a Govt. of NCT of Meghalaya/Govt. of India Hospital for undergoing fresh Medical Examination and the decision of the Medical Board shall be final.

### **5.2 For efficient discharge of duties**

The competent authority may require the person to appear before a medical board of a Govt. of Meghalaya/Govt. of India Hospital to test physical or mental fitness of the teacher necessary for the efficient discharge of the duties of his post, whenever it has reasons to believe that the teacher is not fit to perform his duties satisfactorily. The person shall have the right to appeal to the appellate medical board against the decision of the first medical board. Only such person shall be allowed to join the service who is declared medically fit to efficiently discharge the duties by the medical board.

## **6. JOINING TIME**

The joining time shall be specified in the appointment letter. In exceptional cases, the Vice-Chancellor at his discretion may allow the extension of joining time, which shall in no-case shall be more than six-months.

## **7. DECLARATION OF AGE**

The employee shall make a declaration of his age to the University at the time of his entry into service, based on his birth certificate/matriculation or equivalent certificate. After the declaration of the age and acceptance of the same by the University, it shall be legally binding on him and no revision of age shall be allowed to be made, at a later date for any purpose whatsoever.

## **8. WHOLE TIME EMPLOYEE**

1. Unless other expressly provided for, the whole time employee shall be at the disposal of the University and he/she shall serve the University in such capacity and in such a manner and at such place/s as he/she may, from time to time, be directed by the University.

- 8.2. An employees of the University may be called upon to perform any duty as may be assigned to him/her in the interest of and for the purposes of the University.

## **9. PAY AND ALLOWANCES**

1. The teachers appointed by the University shall be placed in the Pay Scales, Pay Band & Grade Pay as adopted/approved by the Executive Council from time to time in accordance with the U.G.C. guidelines, if any. They shall draw Pay & allowances on such Pay Scales, Pay Band, Grade Pay as admissible from time to time.
- 9.2. Incentives for higher qualifications will be admissible as per UGC regulations.

## **10. ANNUAL INCREMENTS**

1. An annual increment equivalent to 3% of the sum total of pay in the relevant Pay Band and the AGP shall be granted to each employee as a matter of course w.e.f. 1<sup>st</sup> July of every year which falls due as per as per rules unless it is withheld. The guidelines/clarifications issued by the Govt. of NCT of Meghalaya/Govt. of India from time to time will be followed for allowing annual increments.
2. That the University shall pay the said person Pay Band applicable for the post with the Academic Grade Pay besides other allowances admissible as per regulations from time to time.

Provided that increment may be withheld or postponed with or without commutative effects by a resolution of the Executive Council on a reference by the Vice-Chancellor. However, before withholding or postponing the increment, the teacher shall be given sufficient opportunity to make a representation in writing.

## **11. SENIORITY**

The seniority of an employee shall be determined in accordance with the following principles:

- i. Where two or more employees are selected at the same time for appointment, seniority shall be based on the ranking given by the Selection Committee provided that the date of joining in case of a teacher who has been ranked higher is not later than 3 months from the date of issue of the appointment letter.
- ii. Where no ranking has been indicated by the Selection Committee and two or more employees join on one and the same date, their seniority will be decided in the following manner:
  - a. in case where employees are appointed from a lower post, according to their inter- se-seniority in the lower post, and
  - b. in any other case, according to the age of the persons joining, the older person being deemed senior

iii. Save in the cases covered by sub-clauses (i) and (ii) above, seniority shall be determined according to the date of joining of the employee concerned.

## **12. PERMANENT POSITION**

The Faculty Member shall be placed on a permanent position on regular appointment on successful completion of probation period. During probation period a notice of one month

and after confirmation a notice of three months will be required before termination of services can be effected on either side.

The Faculty Member may, at any time, terminate his engagement by giving the University three months' notice in writing or by payment of an amount equal to three months salary in lieu of notice provided that the Vice-Chancellor may waive the notice period in exceptional circumstances. Such an action of the Vice-Chancellor shall be reported to the Executive Council for information.

## **13. RESIGNATION**

Subject to the acceptance of resignation by the competent authority, a teacher may, by giving notice of one month during probation and three months after confirmation in writing to the appointment authority, resign from the service of the University.

## **14. SUPERANNUATION**

1. A teachers in the permanent whole time service of the University shall retire on superannuation on completing the age of 65 years. While teachers whose date of birth falls on any day other than the first day of the month, shall retire on superannuation on the last day of that month, one whose date of birth is the first day of the month, shall retire on superannuation on the last date of the previous month.
2. The age of superannuation for categories of Librarians and Directors of Physical Education shall be 62 years. The date of superannuation will be reckoned as prescribed in 14.1 above.
3. The superannuated teachers shall not be employed after the age of superannuation. However the University may engage superannuated teachers as Visiting Faculty on such terms and conditions as may be approved by the Executive Council from time to time.
4. The superannuation benefits shall be admissible to the employees as admissible to the employees of the University

## **15. LEAVE RULES**

Leave rules, notified by the U.G.C. as adopted by the University shall be followed for University teachers.

16. **CODE OF CONDUCT AND PROFESSIONAL ETHICS:**

The code of conduct and professional ethics as laid down by the University shall be applicable to all the teachers of the University.

17. **LIEN AND DEPUTATION**

The appointing authority may allow a teacher of the University to be on deputation to an outside agency on such terms and conditions relating to the payment of leave and other

contributions etc. as mutually agreed upon between the University and the borrowing authority. The detailed terms and conditions guidelines issued by the Govt. of Meghalaya in this regard will apply mutatis mutandis.

18. **VACATION**

1. Vacation will be of such duration and dates as notified by the University every year and in accordance with UG.C. guidelines.
2. Vacation staff cannot automatically avail of the vacation. In case the exigencies so demand, any member of the vacation staff can be called for duty during vacation. In such cases leave at 1/3 of the period during which he/she is asked to work during the vacation, will be credited as earned leave, in addition to the Earned Leave admissible to him/her as per leave rules.

19 **SPECIAL PROVISION FOR EXISTING EMPLOYEES**

Every teacher holding a regular post in the University at the time of approval of these regulations shall on such notification be deemed to have been appointed under the provisions of these regulations and will be required to sign the agreement as prescribed.

20. **RECORD OF SERVICE**

1. There shall be a personal file of every teacher in which all papers, records and other documents relating to service in the University shall be maintained.
2. In addition to the personal file, a service book shall also be maintained in respect of teachers in the prescribe form. This shall contain a history of his/her service from the date of appointment in the University including grant of increments, promotions, rewards, punishments, availing of L.T.C., Leave and other important events of his/her career.
3. The entries in the service book shall be authenticated by an officer authorized in this behalf by the Vice-Chancellor.

4. The person will be entitled for other benefits including L.T.C., Provident Fund, Medical Allowance/ Medical Insurance, Travelling Allowance, gratuity, pension etc., as admissible to the University employees as per rules

21. **APPOINTMENT ON CONTRACT BASIS**

The Executive Council may, in special circumstances, appoint an eminent teacher on contract for a period not exceeding three years, with a provision of renewal for further period. However, in case of immediate necessity, the Vice-Chancellor may exercise these powers and report such appointment in the next meeting of the Executive Council. The duration, terms and conditions shall be determined by the Vice-Chancellor.

The Vice-Chancellor may appoint a teacher on contract basis for a period not exceeding one year at a time and assign such teacher/research and administrative responsibilities as determined by him and report such appointment to the Executive Council in its next

meeting. Provided, if the appointment is required to be continued beyond three years, it shall be made with the approval of the Executive Council.

22. **HONORARY/DISINGUISHED PROFESSOR**

Any distinguished scholar, whose association with the University would help furtherance of the academic life and activities of the University may be invited by the Vice-Chancellor to function as Honorary/Distinguished Professor in the University for such period as may be determined. The matter may be reported to the Executive Council in the next meeting.

An Honorary/Distinguished Professor shall be associated with the academic activities of the University, and adequate facilities will be provided for the effective performance of these duties.

The University shall provide travel reimbursement and hospitality on such terms as may be determined by the Vice-Chancellor. Honorarium shall be provided on such terms & conditions as may be determined by the Vice-Chancellor and approved by the Executive Council.

22A. **PROFESSOR OF EMINENCE**

A Professor, who retires from the service of National Law University Meghalaya, may be invited as Professor of eminence for specific academic and research assignments for a duration that may be decided by the Vice-Chancellor. In such cases, the University will protect the last pay drawn by such Professor at the time of retirement and fix the consolidated salary accordingly along with the residential facilities on the Campus/Office support for the period for which he will be visiting the University for academic/research assignments.

23. **VISITING PROFESSOR, ASSOCIATE PROFESSORS, ASSISTANT PROFESSORS**

1. Distinguished/superannuated persons from India and abroad, having special competence in any field of study of relevance to the University may be invited by the Vice-Chancellor to function as Visiting Professors and their appointment shall be reported to the Executive Council in the next meeting.
  2. According to the arrangement entered into in each individual case, such visiting Professors, Associate Professors, Assistant Professors will deliver a course of lectures or take seminars or participate in such other manner as may be deemed appropriate in the teaching and research work of the University
- 23.3. Persons invited as Visiting Professor, Associate Professors, Assistant Professors may be paid such travelling expenses and hospitality as may be decided in each case by the Vice-Chancellor. The honorarium to be paid to such faculty may be decided in each case by the Vice-Chancellor and placed before the Executive Council.
- 23.4 Subject to above, the Vice-Chancellor will determine at his discretion such other terms and conditions as may be required in the case of any Visiting Professor, Associate Professor, Assistant Professor, including the duration of the appointment.

**24. RESEARCH ASSOCIATES**

The posts of Research Associates will be temporary in nature and appointment shall be on contract basis only. The Vice-Chancellor shall be competent to appoint Research Associate(s) on contract basis on consolidated salary fixed by the Executive Council for a term of one year at a time which may be extended for further periods as per requirement of work. The terms & conditions of service will be as specified in contract appointment letter. The Research Associates will be entitled for vacations as admissible to the teachers and 30 days leave in a year. They will not be entitled for other kinds of leave admissible to regular teachers.

**25. SEMINAR COORDINATORS**

The Vice-Chancellor may engage working professional as Seminar Coordinator for taking seminar courses. The terms & conditions of engagement and remuneration of Seminar Coordinators will be determined by the Vice-Chancellor.

**26 RESIDUARY CONDITIONS OF SERVICE & REMOVAL OF DOUBTS**

Any matter relating to the conditions of service of teachers, for which no specific provision is made in these regulations, shall be determined by the Executive Council. Where a doubt arises as to the interpretation or application of any of the provision of these regulations, the matter will be referred to the Executive Council for a decision, which shall be final.

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**Annexure-A**

**NATIONAL LAW UNIVERSITY, Meghalaya**

Details of Sanctioned Academic posts

S. No.	Category/Designation	Pay Band & Grade Pay	No. of Post(s)
1	Professor	PB-4 Rs.37400-67000 with AGP of Rs.10000	10+2*
2	Associate Professor	PB-4 Rs.37400-67000 with AGP of Rs.9,000	16+2*
3	Assistant Professor	PB-3 Rs.15,600-39,100 with AGP of Rs.6000/-	26+4*
4.	Research Associate	1 <sup>st</sup> Year- Consolidated salary Rs.35,000/- per month  2 <sup>nd</sup> year onwards consolidated salary Rs.40,000/- per month	21
5.	Librarian	PB-4 Rs.37400-67000 with AGP of Rs.10000	1
6	Deputy Librarian	PB-3 Rs.15,600-39,100 with AGP of Rs.8000/-	1
7	Assistant Librarian	PB-3 Rs.15,600-39,100 with AGP of Rs.6000/-	4
8	Coordinator (For Distance Education with LL.M. Degree in Assistant Professor Scale of UGC)	PB-3 Rs.15,600-39,100 with AGP of Rs.6000/-	1

\*sanctioned by UGC for XII Plan period

ANNEXURE – B

### MEMORANDUM OF AGREEMENT

Memorandum of Agreement made this the ..... day of ..... between (herein after called the “Faculty Member”) of the First Part and the National Law University, Meghalaya being a body corporate constituted under the Act 1 of 2008 of Govt. of NCT of Meghalaya (herein after called the University”) of the Second Part.

It is hereby mutually agreed as follows:

1. That the University hereby appoints Mr./Ms./Dr. \_\_\_\_\_ as  
\_\_in the University with effect from the date the said Faculty Member takes charge of the duties of his office and the said Faculty Member hereby accepts the engagement and undertakes to take such part and perform such duties in the University as may be required by and in accordance with Act, Schedule and Regulations, for the time being in force, of the University, whether the same relate to organization of instruction, or teaching or the examination of students or their discipline or their welfare and generally to act under the direction of the Officers and authorities of the University.
2. That the said person shall be placed on a permanent position after successful completion of probation period. During probation period a notice of one month and after confirmation a notice of three months will be required before termination of services can be effected on either side. The age of superannuation in the University for the teaching faculty is at present 65 years. This may be revised, if found necessary.
3. That the said person shall be a whole time teacher of the University and is liable to be transferred, if necessary, as per University Regulations in force from time to time.
4. That the University shall pay the said person Pay Band of Rs. \_\_\_ with the Academic Grade Pay of Rs. \_\_\_\_\_ besides other allowances admissible as per regulations from time to time.

Provided that increment may be withheld or postponed with or without commutative effects by a resolution of the Executive Council on a reference by the Vice-Chancellor. However, before withholding or postponing the increment, the teacher shall be given sufficient opportunity to make a representation in writing.

5. That the said Faculty Member agrees to be bound by the provisions of the Act and the Regulation in force from time to time in the University.
6. That the said Faculty Member shall devote his whole time to the service of the University, and shall not without the permission of the University engage, directly or indirectly, in any trade or business whatsoever or in any private tuition or other work to which whether any emolument or honorarium is attached, but this prohibition shall not apply to work undertaken with prior

permission of the Vice-Chancellor, in connection with the examination of Universities, or Public Service Commission or any other examination or any other research work and publications thereof.

7. Every Faculty Member shall be subject to the Code of Conduct mutatis mutandis of Govt. of NCT, Meghalaya and is liable to be proceeded against for any dereliction of the duty under the code in accordance with the procedures established by law/regulations.
8. The engagement under this agreement shall not be terminated, except by a resolution of two thirds of the Executive Council members present at the meeting.

Provided that the two third majority is not less than half the total number of members of the Executive Council. The resolution shall state the reason for the termination.

Before a resolution under this clause is passed, the Executive Council shall give notice of not less than three weeks to the Faculty member of the proposal to terminate the engagements and to make such representation as the Faculty Member may like to make.

Every resolution terminating the services under this clause shall be passed only after consideration of representation of the Faculty Member, if any.

The Faculty member, whose services are terminated under this clause shall be given not less than three months' notice from the date on which he or she is informed of the resolution of the termination of service or not less than three months' salary in lieu of notice.

9. The Faculty Member may, at any time, terminate his engagement by giving the University three months' notice in writing or by payment of an amount equal to three months' salary in lieu of notice provided that the Vice-Chancellor may waive the notice period in exceptional circumstances. Such an action of the Vice-Chancellor shall be reported to the Executive Council for information.

10. On the termination of services under any of the aforesaid clauses/provisions the person shall deliver to the University all properties of the university including books, apparatus, records and such other articles belonging to the University as may be due from him. The faculty member shall be relieved from the university only on production "no dues" certificate from all branches.

11. The matters not covered in this agreement shall be decided as per regulations in force in the University from time to time.

REGISTRAR    NAME OF THE FACULTY MEMBER