

# **EAST WEST UNIVERSITY SERVICE RULES 2015**

**Approved for implementation**

**By**

**The Board of Trustees, East West University in its 190<sup>th</sup> meeting and made effective from 21 September, 2015**



A/2 Jahurul Islam Avenue, Jahurul Islam City, Aftabnagar, Dhaka-1212, Bangladesh

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# EAST WEST UNIVERSITY SERVICE RULES, 2015

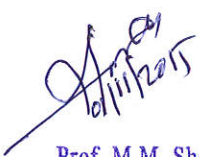
## PRELIMINARY

### 1. Short Title and Application:


- (1) These rules may be called the East West University (Employees) Service Rules, 2015 which include General Service Rules, Leave Rules, Contributory Provident Fund (CPF) Rules, and rules of other service benefits.
- (2) These rules shall apply to all persons in the employment of the University unless specifically excluded in the respective Rules, embodied herein.
- (3) These shall come into force as soon as these are approved by the Board of Trustees (BoT) of East West University (EWU) on the recommendation of the Syndicate. The approved "East West University Service Rules" shall be circulated for general information of the employees.
- (4) Changes in the Rules may be proposed by the Syndicate from time to time as required, for approval of the Board of Trustees.

### 2. Definitions:

- (1) "University" means East West University (EWU), Dhaka
- (2) "Appointing Authority" means the Chancellor of the University in relation to appointment of Vice Chancellor, the Pro-Vice Chancellor and the Treasurer. It means the Vice Chancellor, i.e. the CEO as per Private University Act 2010 (PUA 2010), in relation to appointment of all other regular posts subject to the recommendation of respective bodies formed as per PUA 2010. The final approving authority is the Board of Trustees (BoT). The Vice Chancellor (VC) is authorized to appoint to casual, part-time and temporary posts.
- (3) "Scale of Pay" means the pay, other than any special pay, charge pay, or allowances, which has been sanctioned for a post held by an employee regularly or in an officiating capacity, or to which s/he is entitled by reason of her/his position.
- (4) "Controlling Officer" means the officer designated by the Vice Chancellor (VC) to be the controlling officer for the purpose of administrative and financial matters of a particular employee or class of employees.

  
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- (5) "Day" means a calendar day beginning and ending at midnight but an absence from office which does not exceed twenty-four hours shall be reckoned for all purposes as one day, at whatever hour the absence begins or ends;
- (6) "Duty" includes-
- (a) Service as a probationer, or trainee, provided such service is followed by appointment on a regular basis;
  - (b) The period spent on a duly authorized course of instruction, training or a visit including the time reasonably required for the journey to and from the place of such training and visit.
- (7) "Emoluments" means and includes-
- (a) Basic pay;
  - (b) Special pay, officiating pay and additionally approved pay, if any;
  - (c) Compensatory allowances e.g. house rent, medical and festival allowances other than travelling allowances;
  - (d) Leave salary, where entitled;
  - (e) Any other payments and fees, if any, in the shape of fixed monthly additional pay.
- (8) "Office" means such place as the campus of the University, or any other location recognized by the Syndicate and the BoT as such for the dispensation of duty of an employee;
- (9) "Holiday" means a day declared as such by order of the Government and/or the University;
- (10) "Honorarium" means a recurring or non-recurring payment made to any individual or employee by the University as remuneration for special work of an occasional character;
- (11) "Joining time" means the time allowed to a person, to enable her/him to join a new post on transfer, promotion or on return from leave;
- (12) "Lien" means the title of an employee to hold substantively either immediately or on the termination of period or periods of absence, a permanent post, to which s/he has been appointed;

  
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- (13) "Month" means a calendar month, in calculating period expressed in terms of month and days, complete calendar month, irrespective of number of days in each, should first be calculated and the odd number of days calculated subsequently;
- (14) "Officiate": an employee officiates in a post when s/he performs the duties of a post on which another person holds lien, or when s/he is appointed by an authority competent to make a regular appointment to the post to officiate in a vacant post on which no other person holds a lien;
- (15) "Pay" means the Scale of pay which has been sanctioned for a post held by an employee in regular or in an officiating capacity and includes special pay, personal pay and additional pay, if any, admissible under general or special order.
- (16) "Special pay" means an addition in the nature of pay to the emoluments of an employee granted in consideration of –
- (a) The specially arduous nature of duties, or
  - (b) A specific additional work or responsibility;
- (17) "Subsistence grant" means a monthly grant made to an employee during the period s/he is under suspension;
- (18) "Transfer" means the movement of an employee from one department or assignment in which s/he is employed to another such department or assignment either to take up the duties of a new post or in consequence of change of her/his responsibilities;
- (19) "Year", for the purpose of accounts, and performance evaluation means a financial year and, for other purposes, means a calendar year.


### **RECRUITMENTS AND GENERAL CONDITIONS OF SERVICE**


#### **3. Creation of Posts:**

The Board of Trustees may approve, on the suggestion of the Syndicate and the recommendation of the Finance Committee, creation of regular posts with levels, prescribed qualifications and duties.

#### **4. Categories and Classification of Posts:**

- (1) The posts shall be of the following types, namely–
- Regular, either permanent or temporary;

  
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- (2) Subject to the provision of rule # 9, a permanent post shall be a post carrying a definite Scale of pay and sanctioned initially for a post-holder for one year, with renewals after the completion of every 3 years' satisfactory service, as adjudged by the process of renewal by different committees normally involved in the appointment.
- (3) A temporary post shall be a post carrying a definite Scale of pay, but sanctioned for a limited/specific period, on non-renewable contract basis.
- (4) The Board of Trustees may approve, on the suggestion of the Syndicate and the recommendation of the Finance Committee, creation of regular posts with levels, prescribed qualifications and duties. Seniority among employees appointed to such posts shall thereafter be regulated as per rules 16-18.

**5. Method of Recruitment:**


- (1) Appointment to all regular posts shall be made:
  - (a) By direct recruitment; and
  - (b) By promotion.

**6. Advertisement for Recruitment:**

- (1) All appointments for direct appointment, except for non-officer posts, shall be made after the same is advertised in the daily newspapers.

**7. Selection Committees and Procedures of Recruitment:**


- (1) Appointment to the positions of Vice-Chancellor, Pro-Vice-Chancellor and Treasurer, will be, as per PUA 2010, made by the Chancellor from panels of three candidates for each position, nominated by the BoT. Nominations for any vacant positions among these will be sent to the Chancellor within two months of the creation of the vacancy.
- (2) For recruitment of all non-teaching staff except those of accounts section, advertisements will be published in at least two well-circulated dailies giving at least 10 days' time to apply. The minimal qualifications and the job descriptions for the positions will be initially prepared by the office of the Human Resource and Logistics (HRL), under the guidance of the Pro-VC. The HRL section will first screen out all applicants who do not satisfy the minimum requirements. The CVs of the eligible applicants will be sent to the respective section head. The Pro-VC, in consultation with the section head, will give directions for holding written and/or practical tests and interviews for shortlisting the candidates, with at least two, but not more than four, minimally qualified candidates for each vacancy. The short-listed names will then be submitted to the Vice-Chancellor, through the Pro-Vice Chancellor, along with comments, if any. HRL will prepare the final tabulation sheets with brief CV and test scores, which will be presented to all members of the non-teaching officers recruitment committee formed as per PUA 2010, who will make the recommendations. The selected names will then be presented at the next available Syndicate Meeting, and, those recommended by the Syndicate will be forwarded to the BoT for approval. The approved candidates will receive appointment letters within three weeks, which will remain valid for one month by default, or a period allowed by the VC.

  
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- (3) For recruitment of the staff of accounts section, advertisements will be published in at least two well-circulated dailies giving at least 10 days' time to apply. The minimal qualifications and the job descriptions for the positions will be initially prepared by the office of the Human Resource and Logistics (HRL), under the guidance of the Treasurer. The HRL section will first screen out all applicants who do not satisfy the minimum requirements. The CVs of the eligible applicants will be sent to the Treasurer. The Treasurer, in consultation with the Director of Finance, will give directions for holding written and/or practical tests and interviews for shortlisting the candidates, with at least two, but not more than four, minimally qualified candidates for each vacancy. The short-listed names will then be submitted to the Vice-Chancellor, through the Pro-Vice Chancellor, along with their comments, if any. HRL will prepare the final tabulation sheets with brief CV and test scores, which will be presented to all members of the non-teaching officers recruitment committee formed as per PUA 2010, who will make the recommendations. The selected names will then be presented at the next available Syndicate Meeting, and, those recommended by the Syndicate will be forwarded to the BoT for approval. The approved candidates will receive appointment letters within three weeks, which will remain valid for one month by default, or a period allowed by the VC.
- (4) For recruitment of all regular faculty members (alternatively, teachers, i.e. Lecturers, Senior Lecturers, Assistant Professors, Associate Professors and Professors) advertisements will be published in at least two well-circulated dailies giving at least 10 days' time to apply. The CVs of applicants will be sent to the respective Head of the Department. The Departmental Development Committee (DDC) as defined by the Syndicate, will call the candidates for interviews and presentations, and make a short-list, with at least two, but not more than four qualified candidates for each vacancy. The short-listed names will then be submitted to the Vice-Chancellor, through the respective Dean and the Pro-Vice Chancellor, along with their comments, if any. HRL will prepare the final tabulation sheets with brief CV and DDC test scores, which will be presented to all members of the relevant Faculty Recruitment Committee formed as per PUA 2010, which will make the recommendations. Those subsequently recommended by the Syndicate will be forwarded to the BoT for approval. The approved candidates will receive appointment letters, normally allowing them to join about a week before the beginning of the next academic term/semester. However, the VC may under special circumstances extend the date of joining.
- (5) Part-time faculty members (Adjunct Faculty) will be selected by the DDC of the department concerned according to the need of the department from reputed institutions imparting postgraduate education or training as well as from corporate world and relevant institutions. Their compensation at EWU will commensurate with their last rank at a public or good private university or with their position and pay at any other type of institution related to the subject. Normally only one course will be offered to them, but with the VC's approval another may be offered if there is sufficient demand as per enrollment of students. The VC will consider the qualifications and seniority of the teacher in fixing the gross pay per term for an Adjunct Faculty.

  
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8. **Age:**

- (1) A person selected by the University for Appointment shall not be less than 18 years of age at the time of entry into service of the University.
- (2) The age will be determined as per local government official birth certificate in standardized format, or national ID card or, educational certificate (S.S.C. or equivalent),
- (3) (a) The age of retirement of all academic positions at the University, except the positions for which the Chancellor is the approving authority, will be 67 years;  
(b) The age of retirement of all non-teaching positions at the University will be 65 years.

9. **Probation:**


- (1) Persons selected for appointment to a permanent post shall be appointed initially on probation for a period of one year,

Provided that the appointing authority may, by an order in writing, extend the period of probation, in the case of any person, or terminate her/his service if her/his performance during that period is found unsatisfactory by the DDC of the academic department (for teachers), or the section head (for non-teaching staff). However the person concerned will have the right to appeal to the VC who may, if s/he deems fit, refer the case to the Syndicate.

- (2) After successful completion of the period of probation including the extended period, if any, the authority shall confirm the service of the employee in writing initially for two years. Thereafter the service contract may be renewed after every three years. For renewal of a contract of a faculty member, s/he has to publish at least one paper in reputed/acceptable journals during a contract period. In exceptional cases, service contract of a faculty member may be renewed after every five years based on objectively verifiable indicators determined by the Syndicate. For non-teaching employees renewal of contract will be based on performance evaluation.

10. **Certain Conditions of Services:**

- (1) Unless it is otherwise distinctly provided, the whole office time of not more than 48 hours in a week of a full-time employee, whether teaching or non-teaching, shall be at the disposal of the University and s/he may be employed in any manner consistent with her/his job description, in any place required by the University.
- (2) Full-time teaching staff will remain in the campus during pre-notified office-hours. They must inform the Chairperson of the Department if they have to remain outside for a substantial period of time.
- (3) Two or more employees shall not be appointed on a substantive basis to the same post at the same time.
- (4) An employee shall not be appointed to two or more regular posts at the same time.

  
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(5) An employee shall not be appointed substantively to a post on which another employee holds a lien.

(5) At the end of each period of contract of a regular employee it may be renewed by the Appointing authority subject to good performance.

11. **Lien:**

An employee holding a regular post shall retain a lien on that post:

- (a) While performing the duties of that post;
- (b) While holding a temporary post or officiating in another post;
- (c) During joining time on transfer to another post;
- (d) While on approved leave;
- (e) When temporarily deputed or transferred under any organization within or outside Bangladesh with the approval of the University; and
- (f) While under suspension.

12. **Deputation for Foreign Training/Visits:**

For higher education, training, attending seminar, workshop, medical treatment, contract negotiation, witnessing, testing, inspection, or for any other purpose, whether official or private, an employee may be allowed to visit overseas countries with the approval of the Vice-Chancellor under information to the Syndicate and BoT, in the case of all teachers, officers and staff for periods of up to one year. For longer periods the permission of the Syndicate under intimation to the BoT will be required. However, for non-officers, short term leave of a week or less may be granted by the departmental or sectional heads, within the allowed limit, under intimation to the Vice Chancellor.


13. **Transfer:**

A non-teaching employee may be transferred from one post to another or from one section to another, provided s/he shall, except as a result of punishment under these rules or at her/his own request in writing, not be transferred to a post carrying pay lower than the pay of the post on which s/he holds a lien.

14. **Pay and Allowances:**

An employee shall draw the pay and allowances attached to the post with effect from the date s/he assumes the duties of that post and shall cease to draw the pay and allowances as soon as s/he ceases to discharge those duties.

**Note:-** In this rule, "date" means the forenoon of the day in question, for example, if charge is assumed or transferred before noon of a day, it shall take effect from that day and if charge is assumed or transferred in the afternoon, it shall take effect from the following day.

  
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## FIXATION OF SENIORITY

### 15. **Seniority on First Appointment:**

Seniority on first appointment shall be determined as under:-

- (a) Where the appointment is made on the recommendation of a Selection Committee, the seniority shall be fixed by the respective Selection Committee on the merit of the candidates, and the seniority thus fixed shall be taken as the seniority in that post of the level provided the candidate or candidates joined within the time limit given in the appointment order or the extended time as granted by the Appointing Authority and, where no such time limit is given, within 21 days from the date of issue of the order;
- (b) The seniority of the candidate who fails to join within the time limit mentioned in clause (a) shall be counted from the date of joining.
- (c) Where only one person is appointed to a post her/his seniority shall be determined on the basis of her/his date of joining to the post.

### 16. **Seniority on Transfer:**

Non-teaching employees who have been transferred from one section to another shall carry their seniority as from the date of joining to the post in the former section or its equivalent.

### 17. **Seniority on Promotion:**

- (1) Seniority on promotion shall take effect from the date of issue of the promotion order or from the date mentioned in such order.
- (2) The seniority of the employees promoted simultaneously shall be determined on the basis of merit recorded by the respective Selection Committee.

### 18. **Criteria for Promotion:**

For faculty members for promotion from a lower post to a higher post service length, award of a higher degree, teaching performance and number as well as quality of publications in total and at rank will be considered. For non-teaching employees, service length and average PAR record as well as recommendation of section head will be considered. The exact criteria may be changed from time to time by the Syndicate and will become operative after approval from the BoT.

  
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19. **Promoting Authorities:**

- (1) For teaching positions, candidates who have applied in response to notification/advertisement and qualified should be recommended by the DDC to the VC through the respective Dean and the Pro-VC. A promotion committee, which will be a sub-committee of the full Faculty Recruitment Committee (FRC), as defined in the PUA 2010, excluding the Trustees and the external members, will then scrutinize all the cases and send all cases including the rejected cases to the full FRC for recommendation. The Syndicate will then recommend the cases it deems fit, and the promotions will become effective from the date specified by the BoT.
- (2) Promotions of the non-teaching staff who qualify will be recommended by the section heads, and be submitted to the VC through the Pro-VC. A promotion committee, which will be a sub-committee of the full Non-Teaching Officers Recruitment Committee (NTORC), as defined in the PUA2010, excluding the Trustees and the external members, will then scrutinize all the cases and send all cases including the rejected cases to the full NTORC for consideration and recommendation. The Syndicate will then recommend the cases it deems fit, and the promotions will become effective from the date specified by the BoT.
- (3) Non-teaching staff that qualify for promotion but cannot be promoted because of non-availability of posts can be awarded additional increments.

20. **Change of Service of Non-Teaching Staff:**

- (1) The University may, in exceptional circumstances in the interest of its work, permit an employee to change from one service to another service.
- (2) The University may, in the interest of its work, transfer an employee from a post of one service to a post of equal rank and status in another service.


**FIXATION OF PAY**

21. **Pay:**

An employee while on duty shall draw the pay attached to her/his post, as fixed from time to time, and while on authorized leave (excluding extra-ordinary leave) shall draw the salary as regulated under leave rules.

22. **Initial Pay:**

- (1) The initial pay of an employee on first appointment shall be the minimum of the Scale of pay of the post to which s/he is appointed. If any extra increment is given, these increments will be added with the minimum pay at the time of fixation of her/his initial pay.
- (2) The initial pay of an employee appointed on promotion shall be fixed at the stage of the Scale of pay of the new post which is next above her/his present pay plus one extra increment.

  
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**23. Annual Increment:**


- (1) The annual increment in the Scale of pay shall be allowed every year from the respective date of joining unless it is withheld or forfeited by the Appointing authority for inefficiency or punishment.
- (2) The conditions under which service counts for increment to the Scale of Pay of the post held by an employee are as under :-
  - (a) Duty in the post;
  - (b) Service in another post, whether in substantive or officiating capacity or on deputation;
  - (c) Leave other than extraordinary leave or study leave;
  - (d) If an employee after officiating in a higher post is reverted to a lower post, the period of service in the higher post shall count for increments in the lower post;
- (3) An employee may, in the case of first appointment in recognition of special qualifications or experience, and in other cases, in recognition of outstanding performance or merit, be granted one or more advance increments in a Scale of pay, by the Appointing authority.
- (4) The date of annual increment will always be the date of joining EWU, in whatever post the employee becomes an employee of the University, and will not be earlier than one full year of active service at EWU from the earlier increment or initial joining, whichever is later.
- (5) Annual increment will be @10% of initial Basic Pay in the scale of pay and there will be proportionate increase of House Rent Allowance and Dearness allowance, if any.

**24. Special Honorarium:**

The Appointing authority may on the recommendation of the Syndicate grant an honorarium to an employee for work performed which is occasional in character and either so laborious or of such special merit as to justify a special reward.

**25. Overtime and Holiday Allowances:**

- (1) Overtime allowance for extra hours of work, performed with the permission or at least knowledge of the superior, may be allowed by the controlling officer at such rates as may be prescribed by the University to the employees when required to work beyond the normal working hours. It does not apply to employees holding posts of NTS level-8 and above. The total overtime working hours shall not exceed 100 hours in a month; this limit may be relaxed in case of emergency with the consent of Head of the Section and approval of the VC.
- (2) Holiday allowance will be paid to non-teaching officers and staff holding posts below NTS level-8 for working at least 3 hours on a holiday declared as such by the University.

  
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26. **Income Tax:**

Income Tax will be payable by the employee concerned. Tax will be deducted at source at an approved rate.

27. **Conveyance, TA/DA Allowances:**

An employee of the University is entitled to claim conveyance allowance based on actual cost of travelling for official purposes approved by the competent authority.

An employee is also entitled to Travelling and Daily Allowances (TA/DA) at a rate approved by the authority.

28. **Washing Allowance:**

Washing allowance of Tk. 100 per month or at a rate fixed by the authority will be admissible to employees getting liveries from the University.

### **HOLDING AN ADDITIONAL POST**

29. **Additional Allowance for Holding an Additional Post:**

When an employee is assigned to perform duties of another post, in addition to her/his own duties, s/he may be allowed additional allowance on the following terms and conditions, namely:

- (a) There shall be a formal order of the Appointing authority for holding the additional post;
- (b) No additional allowance shall be allowed when the period of dual charge is less than one month or more than six months. However, charge may be renewed for further periods if the authority considers such renewal necessary;
- (c) For holding additional charge of another post the employee shall draw the pay of her/his own post plus an additional 20% of her/his own basic pay as charge allowance.

### **SERVICE BENEFITS**

30. **Accommodation and House Rent Allowance:**

- (a) No accommodation will be provided to any employee, in general.
- (b) However, employees who need to stay temporarily on duty in the campus or any other property of EWU 24 hours a day, with prior written permission of the authority, may be provided with minimal accommodation on rotation basis as determined by the University for the period of such duty without any cost.
- (c) All employees will receive 40% of their basic pay as house rent allowance.

  
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**31. Medical Allowance and Insurance:**

- (a) All teaching and non-teaching employees will receive free medical attention and treatment from the facilities available at the Medical Center at the campus.
- (b) Insurance coverage will be provided to all the employees of EWU. Everyone will receive both the benefits of Group Hospitalization Insurance and Group Term Life Insurance. All employees insured under the Health Insurance Scheme (and also spouse and up to two dependent children similarly insured) can get the necessary treatment at any registered hospital/clinic, as per the terms of the contract between the insurance company and the university. All employees insured will have to pay a certain percentage of the insurance premium for herself/himself, and also for family members mentioned above, if so desired. A teaching faculty will contribute 7% and a non-teaching employee will contribute 5% of her/his yearly premium for both hospitalization and life insurance and the university will pay the remaining premium. Benefits will be as per insurance policy approved by the university authority.
- (c) All employees including those not eligible for insurance because of age or any other reason will be entitled to the Medical Allowance fixed by the university.
- (d) Employees eligible for group insurance will receive group insurance facilities as per usual rules.

**FESTIVAL BONUS**


**32. Festival Bonus:**

On completion of one year of service at EWU, every employee shall be entitled to 2(two) festival bonuses, every year, equivalent to basic pay of one month each.

**CONTRIBUTORY PROVIDENT FUND (CPF)**

**33. Contributory Provident Fund:**

Every employee shall be entitled to contributory provident fund after 2(two) years of active service at the university. As a provision for contributory provident benefit, maximum of 10% of Basic Pay shall be deducted and this will be matched in equal amount by the employer's (EWU) contribution. All the employees will be entitled to receive the total amount with interest accrued after 2(two) years of active service in the EWU including the qualifying period. If an employee resigns or her/his service is terminated before completion of 2(two) years of active service, s/he will receive only the amount of her/his own contribution with interest earned at the time of leaving. Employee's contribution to PF will be deducted from the date of joining.

  
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## GRATUITY

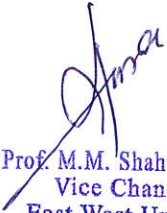
### 34. **Gratuity at the End of Service Period:**

- (a) There exists a provision of Gratuity at the end of service period. To be entitled to gratuity an employee must serve EWU continuously as full time employee for a minimum period of 3(three) years.
- (b) The gratuity is payable at the end of service period (due to retirement, resignation, termination, non-renewals, etc) at the rate of one month's basic pay (last drawn) per year of service. If the service period of an employee is, for example, 5 years, her/his gratuity will be equivalent to 5 months' last drawn basic pay. In case of fractional length of service, 9 months or over will be considered as a complete year, but below 9 months will not be counted. For example, if an employee leaves the university after 5 years and 9 months of active service, s/he will get equivalent to 6 months' last drawn basic pay as gratuity. But if the active service length is 5 years and 8 months, gratuity amount will be equivalent to 5 months' last drawn basic pay.
- (c) Whatever is the length of service at the time of retirement or at the end of service period, an employee will not receive more than 17 gratuities (Maximum of 17 months' last drawn basic pay).

## LEAVE ENCASHMENT

### 35. **Leave Encashment:**

After six months' active service, each employee will be entitled to 2.5 days earned leave per active month of service. This leave will accumulate up to 90 days; any excess will be forfeited. An employee will be eligible to encashment of her/his balance of earned leave only at retirement, release or resignation from the service and the amount of leave encashment will not be more than three (3) months' last drawn basic pay. But dismissed employees will not be entitled to any amount.

  
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## GENERAL CONDUCT & DISCIPLINE

### 36. Conduct and Discipline


- (1) Every employee shall.
- (a) Conform to and abide by these rules;
  - (b) Observe, comply with and obey all orders and directions which may, from time to time, be given by the University and any person or persons under whose jurisdiction, superintendence or control s/he may be;
  - (c) Serve the University and discharge her/his assigned duties faithfully, honestly and diligently;
  - (d) Use her/his utmost endeavors to promote the interests of the University;
  - (e) Observe proper decorum and show courtesy in all matters to all concerned and including students and the members of the Public; and
  - (f) Maintain strict secrecy regarding the affairs of the University, and not divulge the contents of any documents to anybody, except to her/his own section head, the VC, and persons involved in the processing of the document.

(2) No employee shall-

- (a) Associate herself/himself with any political organization, front organization of political parties or otherwise take active part in politics;
- (b) Keep herself/himself absent from duties, or leave her/his station without obtaining permission from the controlling officer;
- (c) Make any public statement pertaining to EWU through any media including press, radio or television unless specifically authorized to do so by the University, excepting on University's day to day routine matters.
- (d) Accept or seek any other employment or office or part-time work, whether on payment, stipendiary or honorary, without prior sanction of the appointing authority. If an employee works purely part time, with the permission of the authority and earns remuneration, s/he will deposit 20 percent of the earnings to the university.

  
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- (e) Engage in any trade or business without specific approval of the appointing authority.
  - (d) Indulge in parochialism, favoritism, victimization, willful abuse of office, seizure (Gherao) of office or any officer or coercion to officer/staff in a body or individually.
  - (e) Demonstrate sexually oriented behavior (indecent gesture, teasing through abusive language, stalking, joking having sexual implication), attempt or effort to establish physical relation having sexual implication by abuse of administrative, authoritative or professional powers.
- (3) Notwithstanding anything contained in clause (e) and (f) of sub-rule (2) an employee may undertake occasional work of a purely literary or artistic nature provided such work does not cause any embarrassment to the University.
- (4) No employee or member of her/his family shall-
- (a) Accept any gift or concession from any employee or person having or likely to have dealings with the University; and
  - (b) Lend money to, or borrow money from, or place himself under any pecuniary obligation to, any person or firm having or likely to have dealings with the University.

## PUNISHMENT AND APPEAL

### 37. **Grounds for Penalty:**

One or more penalties, as specified/defined in the Rule 38, may be imposed on an employee if s/he

- (1) is guilty of negligence to her/his duties; or
- (2) is manifestly inefficient, or has ceased to be efficient; or
- (3) is guilty of misconduct which means-
  - (i) Willful insubordination or disobedience, violation or non-compliance, whether alone or in combination with others, to any lawful or reasonable order of a superior;
  - (ii) Theft, fraud or dishonesty in connection with the university's property;

- (iii) Taking or giving bribe in any form;
  - (iv) Habitual late attendance;
  - (v) Habitual breach of any law or rule or regulation of the University;
  - (vi) Riotous or disorderly behavior in the establishment or any act subversive of discipline;
  - (vii) Habitual negligence of duties;
  - (viii) Habitual breach of any rule of employment, including conduct or discipline, approved by the University authority;
  - (ix) Falsifying, tampering with, damaging or causing loss of University's official records; or
- (4) Is corrupt, or may reasonably be considered corrupt because-
- (i) S/he is, or any of her/his dependants or any other person through her/him or on her/his behalf is, in possession of wealth which is disproportionate to her known source of income, or
  - (ii) S/he has assumed a style of living beyond her/his ostensible means of income; or
- (5) Is engaged, or is reasonably suspected of being engaged in subversive activities, or who is reasonably suspected of being associated with others engaged in subversive activities, and whose retention in service is, therefore, considered prejudicial to national security.

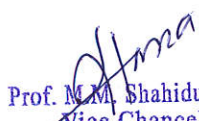
**38. Penalties:**

**(1) Minor Penalties:**

- (a) Censure;
- (b) Withholding, for a specified period, of increment or promotion
- (c) Recovery from pay of the whole or part of any loss caused to the University by the negligence or any other misconduct of the employee;

**(2) Major Penalties:**

- (a) Demotion to a lower post;
- (b) Compulsory retirement from service;
- (c) Removal from service; and
- (d) Dismissal from service

  
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- (3) Removal from service does not, but dismissal from service does, disqualify from future employment in the University.
- (4) After completing the inquiry procedure under Rule 42, the Inquiry Officer or the Inquiry Committee, as the case may be, will recommend the category of penalty.
- (5) Where the minor penalty is recommended the Appointing authority should refrain from imposing any major penalty. Where major penalty is recommended the Appointing authority may consider imposing minor penalty.

**39. Power to Impose Penalty:**

The power to impose penalty upon an employee shall vest in the authority competent to make appointment to the post which is held by the employee in the University. After the Disciplinary Committee, formed under PUA 2010, approves that the required procedure is fulfilled by the Inquiry Committee, the appointing authority will impose the penalty that they deem fit for the alleged offence. Details will be defined by the Syndicate in conformity with the Article 28(2) of the Private University Act 2010.

**40. Suspension:**

- (1) Suspension or leave during inquiry procedure
  - (a) An employee may be placed under suspension, pending inquiry, for any offense as specified. The period of such suspension shall not exceed sixty days. During the period of suspension s/he shall not leave Dhaka without prior permission of the authority suspending her/him.
  - (b) The power of suspending an employee shall normally vest in the Appointing authority. But this power may also be exercised, with the approval of the Appointing authority, by the Controlling officers.
  - (c) The Appointing authority may, if it considers more expedient instead of placing such employee under suspension (under sub-rule 1(a) of this section), by order in writing require her/him to proceed on such leave as may be admissible to her/him from such date as the authority deem fit till the decision of the case is made.
  - (d) During suspension an employee shall be entitled to a subsistence allowance at the rate of one-half of her/his basic pay. S/he will also be entitled to get House Rent Allowance, Medical Allowance at full rate.
  - (e) If the offence against the employee is not proved in the Inquiry, s/he shall be deemed to have been on the duty for the period of suspension, if any and shall be entitled to her/his pays including all benefits for such period of suspension and the subsistence allowance shall be adjusted accordingly.

  
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(2) Automatic suspension for criminal charge for which s/he is liable to be imprisoned for more than two years:

(a) Where an employee is charged with a criminal offence, for which s/he is liable to be imprisoned for more than two years, s/he should be automatically suspended from the day of framing charge until s/he is proved to be innocent by the court or until the expiry of one year from the day of charge whichever is earlier.

(b) If the case does not come to an end before the expiry of one year period, sub-rule 3 will apply.

(c) Sub-rule 1(d) will be applicable for the employee who is suspended under sub-rule 2(a).

(3) Automatic removal:

(a) If judgment is not finalized by the court trying the case within one year from the day of framing charge, the employee shall be automatically removed from the job.

(b) Automatic removal can be postponed for a maximum of six months by the Appointing authority if it is satisfied following the application, made before the expiry of one year period, with proper evidence that the court may come to a decision within next six months. In such case sub-rule 1(d) will be applicable for that extended six months.

**41. Formation of Inquiry Committee and its Accountability:**

When an employee is to be proceeded against any misconduct, the Appointing authority:

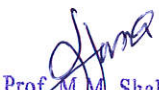
(a) May appoint an officer senior in rank to the accused or form a Committee to conduct inquiry if it is deemed to be necessary considering the seriousness of the offence,

(b) The Inquiry Committee will be accountable to Disciplinary Committee regarding the fulfillment of the procedure of inquiry.

**42. Inquiry Procedure:**

(1) When an employee is to be proceeded against under clause (1) or (2) of the rule 38, s/he shall be called upon to submit explanation in writing to the authority within seven days as to why disciplinary action should not be taken against her/him for the alleged offense.

(2) When the explanation of the employee is not found satisfactory, the authority shall frame a charge and call upon him to submit a written defense within such period as may be specified in this behalf, being not less than seven days and more than fourteen days, stating whether s/he desires to be heard in person.

  
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(3) The Inquiry Committee shall submit a report after giving the employee a personal hearing if so desired by her/him within three weeks from the date of its formation.

(4) The Appointing authority shall consider the written statement submitted by the employee in her/his defense, the report of the Inquiry Officer and other circumstances, if any, and impose such penalty as it may deem proper in the circumstances of the case following Rule 38(5);

- Provided that before imposition of major penalty like compulsory retirement, dismissal, removal or demotion to a lower post, the delinquent employee shall be given second opportunity to show cause against the penalty proposed to be imposed. The decision of the authority shall be communicated by an order in writing to the employee concerned. The proceedings under this rule shall be completed within four months from the date of framing charge against an employee.

**43. Procedure for Disposal of a Case, where an Employee has been convicted by a Court of Law:**

(1) When an employee is convicted by a court of law on charge of a criminal offense the Appointing authority may dismiss or remove her/him from the service of the University or reduce her/him in rank, or impose any other penalty upon her/him without following the procedure laid down in Rule 42 or may not impose any penalty, if the Appointing authority decides that the offense for which he is convicted is not liable to disciplinary action under these rules.

(2) Any penalty imposed upon an employee under sub-rule (1) shall take effect from the date of communication of the order of imposition of the penalty to the employee and not from the date of her conviction or suspension.

**44. Appeal and Review:**

(1) An employee shall have the right to appeal once only against an order imposing any penalty specified except censure to the authority next superior to the authority imposing the penalty.

(2) Every appeal/review application shall comply with the following requirements, namely;-


(a) It shall contain all material statements and grounds relied upon and shall be complete in all respects;

(b) It shall specify the relief desired;

(c) It shall be submitted through proper channel;

(d) It shall not be couched in improper language; and

(e) It shall be submitted within thirty days from the date of receipt of the order of penalty.

  
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- (3) An appeal/review application may be withheld or sent back by the authority imposing the penalty, if-
- (a) It does not comply with the requirements of sub-rule (2).
  - (b) It deals with matters which are not relevant to the case;
  - (c) It is found to be a repetition of appeal withheld or rejected before by the appointing authority unless it discloses any new point or circumstances which afford grounds for reconsideration; or
  - (d) It is addressed to an authority to which no appeal lies under this rule.
- (4) In every case in which an appeal/review application is withheld the appellant shall be informed of the fact and the reasons thereof,
- Provided that an appeal/review application withheld under sub-rule (3) may be re-submitted (only once) at any time within thirty days from the date on which the appellant has been informed of withholding of the appeal in a form which complies with the provisions of sub-rule (2).
- (5) The appellate authority shall examine-
- (a) Whether the facts on which the order of penalty is based have been established; and
  - (b) Whether the penalty is adequate, inadequate or excessive, and after such examination shall pass such order as it considers proper.
- (6) An appellate authority may call for the records of any case including an appeal withheld by an authority subordinate to it and may pass such orders thereon as it considers appropriate under the provisions of these rules.
- (7) Nothing in these rules shall preclude the Disciplinary Committee from revising, whether on its own motion or otherwise, any order passed by an authority subordinate to it in exercise of powers conferred on such authority by these rules.

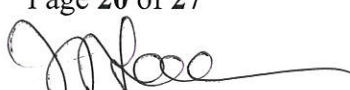
45. **Reinstatement, etc.**

When an employee who was dismissed, removed or suspended is reinstated, the punishing or appellate authority may grant her/him for the period of her/his absence from duty:

- (a) If s/he is honorably acquitted of the charge against her/him and is reinstated with retrospective effect, the full pay to which s/he would have been entitled had s/he not been dismissed, removed or suspended; or
- (b) If otherwise, such leave with full pay or with half-pay or without pay as the punishing or appellate authority may prescribe.

**Explanation-** *except in case of leave without pay, the subsistence allowance, if any paid to an employee during suspension shall be recovered from her/his salary on reinstatement.*

  
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46. **Bar to Resign or Retire to Employees Under Suspension, etc.**

An employee under suspension or prosecution on charge of offenses, under these rules, shall not resign or retire at her/his own option from service until the case is finalized.


**RETIREMENT AND RELEASE FROM SERVICE**


47. **Retirement:**

- (1) The date of retirement shall be one day after the date on which a teaching member attains the age of 67 years, and the corresponding age for a non-teaching staff will be 65 years.
- (2) If any judicial proceedings instituted by the University or any departmental proceedings are pending against an employee at the time of her/his retirement or, as the case may be, ceasing to be in service, s/he shall not be entitled to any retirement benefits, except 'her/his own subscription to any fund and the interest thereon, till the determination of such proceedings and the payment to her/him of any retirement benefit shall be subject to the findings in such proceedings. The proceeding shall be completed within the time schedule mentioned in rule 42(4).

48. **Release:**

- (1) Unless otherwise provided in the terms of employment or of any bond executed by an 'employee, a permanent employee may get release from service after giving notice, in writing, of 2 months or surrendering two months' basic pay in lieu of such notice or for the period by which such notice falls short of 2 months, and after repaying the dues of the University, if any.
- (2) A temporary employee may get release from University after giving notice, in writing, of one month or refunding one month's basic pay in lieu of such notice or for the period by which the notice falls short of one month and after repaying the dues of the University, if any.
- (3) The appointing authority may terminate the contract of employment giving 2 (two) months' notice in case of permanent employees and 1 (one) month's notice in case of temporary employees or by paying an amount equivalent to 2 (two) months' or 1 (one) month's basic pay as the case may be, without assigning any reason whatsoever.

  
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49. **Exercise of Option by an Employee:**

The exercise of an option under this chapter does not impose any obligation upon the University to accept the option. The option exercised by an employee is always subject to the acceptance by the University. The University may not accept the option where there is reason to do so.


**EAST WEST UNIVERSITY LEAVE RULES**


50. **Leaves Rules:**

Leave is earned by service to EWU, as per rules given below, but cannot be claimed on demand as a matter of right. Requirements of the University during the period of leave of any employee must be ascertained by the controlling officer and the CEO, or any officer delegated by him, before it can be sanctioned in any case.


**General Conditions and Procedures:**


1.
  - a) In case of an exigency of the University, the discretion to refuse or revoke leaves of any description is reserved by the authorities empowered to grant it.
  - b) Vacation counts as duty unless it is preceded by and/or followed by leave with pay or extraordinary leave without pay or both. A period spent on deputation from this University shall be counted towards leave salary and provident fund is paid during such period.
  - c) Holidays falling within the period of any kinds of leave shall be counted as leave. They may be added at the beginning and/or at the end of leave with the permission of the sanctioning authority.
  - d) It shall be the duty of an applicant to make sure that leave applied for has actually been granted to her/him and shall not leave the University without approved substitute and before handing over all papers, cash and keys in her/his custody to such other person as may be determined by the respective Head/ Department/Office or by the sanctioning authority.
  - e) An application for leave or for extension of leave must be submitted, except on some unforeseen circumstances, sufficiently in advance of the date from which the leave is to be availed or extended.

  
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- f) In general, faculty members must ensure continuity of classes and shall not apply for leave during the semester when the University classes are in progress or unless they become sick or cannot come to the University due to reasons beyond their control.
2. The office of the Human Resources & Logistics (HRL) shall maintain a regular personal account of all kinds of leave, in respect of each Faculty and non-teaching staff of the University. After leave has been granted, the office of the HRL shall issue necessary orders and communicate the same to the applicant concerned, and send a copy of the said order to the concerned Dean, Chairperson of the Department, Head of Section and the Director of Finance (DOF) for necessary action, if any.
  3. If an employee serving in more than one capacity takes leave either in her/his principal or in subsidiary capacity or in both capacities, the period of leave shall, in all cases, be debited against her/his leave account for such an employee.
  4. An employee shall not overstay beyond the period of her/his sanctioned leave except under circumstances over which s/he has no control. In case of involuntary overstay, application for extension of leave must be submitted before the expiry of the leave with acceptable reason.
  5. If any employee fails to return to her/his duty on the expiry of her/his leave or after receiving information of the refusal of extension, the Head of Department/ Office concerned shall report the matter to the concerned higher authority with a copy to HR office.
  6. If an employee is recalled to duty before expiry of her/his leave, s/he may be entitled to travel allowance from and to the station from which s/he is recalled to join the University.
  7. An employee who has been granted leave on medical grounds for a period exceeding one month shall not return to duty without producing a medical certificate of fitness from the University Medical Officer in-charge. The sanctioning authority may, however, require an employee, on leave, to produce a medical certificate of fitness before permitting her/him to return to duty even if the period of leave granted to her/him for reasons of health does not exceed one month.
  8. An employee returning either before expiry or after expiry of leave must submit a joining letter to the concerned Head which should subsequently be forwarded to the HRL office.
  9. An employee shall not be granted any leave, except in case of emergency, until a statement showing leave availed and leave due has been obtained from the HRL office.

  
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10. The authority may permit weekly Holidays and vacations to be prefixed and /or suffixed.
11. Every employee proceeding on leave must record on her/his leave application the address during leave at which communication may be sent to her/him during the period of leave.
12. An employee on leave shall not be allowed to accept any employment elsewhere without obtaining prior permission of the authority.
13. If a Faculty/officer/staff drawing an allowance for any additional duties goes on leave for a period exceeding 30 days, s/he shall not be entitled to draw such allowance during the period of leave. This allowance will be paid to the Faculty/officer/staff who will remain in charge of the additional duty for which the allowance was sanctioned.

**51. Entitlement of Specific Leaves:**

The following kinds of leave shall be admissible to the employee of EWU:

**(1) CASUAL LEAVE:**


Every employee will be entitled to a maximum of 7 days' casual leave in a calendar year, but the reason must be acceptable before such leave is approved. It should not ordinarily exceed 3 (three) days in one occasion. Casual leave not availed of will not be carried forward to the following calendar year and will be lapsed on expiry of the year.

**(2) DUTY LEAVE:**

Duty leave shall mean leave granted to faculty members and other staff for carrying out certain official duties. Faculty members and other staff may be granted duty leave by the VC in connection with work related to her/his work at the University. For example, this may be to present a research paper, or to attend a relevant conference of recognized status, or to serve in invitation as an examiner in a recognized university. However, such leave will not exceed 7 days at a time, or 21 days in a year. Any extra leave needed for the trip will come out of the earned leave, if available, or extra-ordinary leave without pay, if earned leave is insufficient.

**(3) EARNED LEAVE:**

Earned leave shall mean leave earned by actual service. Actual service means the time spent on duty including the period of duty leave and casual leave. After six months' active service each employee will be entitled to 2 ½ day's earned leave per actual month of service. This leave will be accumulated up to 90 days, any excess will be forfeited.


  
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#### (4) STUDY LEAVE:

- (a) Study leave may be granted to faculty members for doing Masters or non-teaching staff sent by the EWU on training for a period up to 2 years, and with full basic pay last drawn on the day the leave begins, provided the employee has already given the University at least two years' active service, and gives a bond to EWU to return immediately after completing successfully her/his approved (by the Syndicate for periods greater than one term/semester, or by the VC for a lesser period) course of studies. Study leave may be granted to faculty members for pursuing PhD or Masters leading to PhD for a period up to 4 years with full basic pay with terms and conditions as stated above. Study leave period will be counted as active service. The payment of pay will begin only after rejoining EWU and submission of copy of degree certificate earned for which leave was granted, and will continue month by month, until a period equal to the approved period of study leave is completed with active service at EWU. Accumulated earned leave may be utilized before the study leave begins. No leave will be granted for more than one year at a time, but may be renewed on the production of satisfactory report of progress of work by an authority acknowledged by the University as competent. Study leave will be granted only for higher studies and training abroad.
- (b) The Departmental Development Committee (DDC) must check the appropriateness of the course of studies *vis a vis* the requirements of the University and recommend an application for such a leave, and then send it to the Dean of the Faculty concerned and the Pro-Vice Chancellor for their comments, for final submission to the Chairperson of the Syndicate, i.e. the VC.
- (c) If the employee fails to complete successfully the approved program, the study leave will be converted into extra-ordinary leave.
- (d) If needed and recommended by the departmental development committee, extra-ordinary leave may be granted by the Syndicate for one more year after the expiry of the entitled study leave, which will be unpaid, and not counted as active service, but will keep the lien of the employee with EWU.
- (e) All leaves of faculty members for more than three weeks must match the teaching term/semester periods, i.e. teachers will be allowed to leave at the end of a term after submission of grades and be allowed to rejoin at the beginning of a new term, before classes begin. Exceptions may be made if the DDC and the VC consider that satisfactory alternative arrangements have been made for the classes of leave-seekers. For duration of more than a week, a plan of make-up classes approved by the Chairperson of the department must be submitted with a leave application.

  
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- (f) After a study period (with or without a subsequent extra-ordinary leave period) a faculty member will initially join her/his former position and draw her/his previous salary. The employee will not receive any annual increment during the leave period. S/he may, however, apply for 01 (one) additional increment for obtaining Ph. D. degree subject to submission of Ph. D. degree certificate earned.

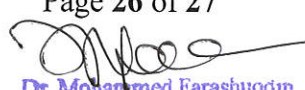
**(5) SABBATICAL LEAVE:**

Sabbatical leave is applicable for maximum 02 (two) academic staff of EWU per year. Teachers at the rank of Professor and Associate Professor who have been in active service for at least seven years may apply for Sabbatical leave for one semester with full pay and all benefits to devote themselves entirely to research. But the output of this leave must be produced either as a research monograph published by a leading reputed publisher, or a paper in reputed indexed journal. If such an output cannot be produced at the end of the Sabbatical leave, the VC upon recommendation of the Departmental Development Committee and the concerned Dean may accept a report detailing the activities done during the Sabbatical leave period. Upon failure to produce a satisfactory output, the Syndicate may convert the leave into an extra-ordinary leave without pay. The leave-taker may remain in the country or go abroad in connection with his work, but must not take up any position with salary.

**(6) MATERNITY LEAVE:**

- (a) Maternity leave shall mean leave granted to a female employee (both teaching and non-teaching staff) for maternity purpose. All married female employee who have been in active service of EWU for at least three years may take maternity leave on last drawn full pay for up to 6 (six) months.
- (b) Maternity leave may be granted in conjunction with any other leave on medical ground duly supported by medical certificate.
- (c) Maternity leave without pay may be granted to a female employee for a period not exceeding 60 (sixty) days if she has not completed three years of service.
- (d) Maternity leave is not permissible for more than two times in the entire service period and the second time maternity leave cannot be granted without a three year space from the expiry of the first.
- (e) Maternity leave shall be sanctioned by the VC with intimation to the Syndicate.

  
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**(7) MEDICAL LEAVE:**


Medical Leave shall mean leave granted on personal illness. For all employees medical leave of up to 15 days per calendar year may be permitted by the Appointing authority on the recommendation of the Medical Officer in-charge. Longer leave will come out of earned leave or be treated as extra-ordinary leave. A person requiring medical leave repeatedly will be required to produce a complete medical examination report from an authority recommended by the Medical Officer in-charge of EWU.

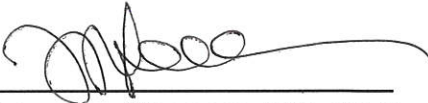
**(8) EXTRAORDINARY LEAVE:**

- (a) Extraordinary Leave shall mean leave without pay. Such leave may be granted (i) when no other leave is admissible under leave Rules; and (ii) when other leave is admissible, but the employee concerned applies in writing for the grant of extraordinary leave.
- (b) The authority may convert retrospectively the period of absence without leave into extraordinary leave.
- (c) For a faculty member requiring extraordinary leave shall not initially be granted for more than one year. The total period of extraordinary leave shall, ordinarily, not exceed 3 (three) years.
- (d) In case of a regular non-teaching staff, the period of absence from duties at one time on account of extraordinary leave or such leave in conjunction with any other kinds of leave shall, ordinarily, not exceed 1 (one) year.
- (e) The period of extraordinary leave shall not be counted as active service.
- (f) The extra-ordinary leave for up to a month will be granted by the VC, for a period exceeding one month but less than a year shall be approved by the Syndicate, and for a period exceeding a year shall be approved by the Board of Trustees on recommendation by the Syndicate.

**(9) QUARANTINE LEAVE (Not treated as Regular Leave):**

If it is necessary for an employee to be absent from duty by order of the Authority as a result of her/his contagious disease or in consequence of the presence of a contagious disease in her/his family or house, s/he may be granted Quarantine leave on the certificate of Medical or Health office, endorsed by the EWU Medical Officer in-charge, for a period not exceeding 21 days. The Vice Chancellor will sanction this leave. Further absence of Quarantine leave shall be debited from her/his earned leave if available.

  
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