

जीवाजी विश्वविद्यालय, ग्वालियर

क्रमांक / प्रशा / स्था / 2016 / 311

दिनांक: 28/3/16

// अधिसूचना //

सर्व-संबंधित के सूचनार्थ एतद्वारा अधिसूचित किया जाता है कि समन्वय समिति की 90 वी बैठक 26 जून, 2015 में परिनियम 26 में सी.पी.एफ. स्कीम के अन्तर्गत ग्रेच्युटी का प्रावधान करने सम्बन्धी संशोधन स्वीकृत हो चुका है। इस संशोधन को जीवाजी विश्वविद्यालय की स्थायी समिति की बैठक दिनांक 05.10.2015 पद क्रमांक 17 एवं कार्य परिषद की बैठक दिनांक 08.10.2015 पद क्रमांक 35 में अंगीकृत किया गया है।

परिनियम 26 में निम्न संशोधन किये गये हैं -

1. परिनियम 26 का नाम Provident Fund के स्थान पर Provident Fund and Gratuity मान्य किया गया।
2. परिनियम 26 में निम्न प्रावधान जोड़ा गया -
कण्डिका - 11

The employee who have opted under CPF and who are on regular pensionable establishment of University appointed before 1st January 2005 shall be paid gratuity on the same scale and conditions as applicable to the other employees of University who have opted for pension under statute 37.

Provided that no gratuity shall be paid if employee. resigns or his services are terminated. Provided further that any amount out standing against his name or any amount under liability incurred by such employees shall be deducted from such gratuity.

उक्त परिनियम 26 की संशोधित प्रति संलग्न है।

संलग्न:-उपरोक्तानुसार

भवदीय



कुलसचिव

प्रतिलिपि:-

1. विभागाध्यक्ष समस्त अध्ययनशाला, जीवाजी विश्वविद्यालय, ग्वालियर की ओर सूचनार्थ।
2. समस्त अधिकरीगण, जीवाजी विश्वविद्यालय, ग्वालियर की ओर सूचनार्थ।
3. वित्त नियंत्रक, जीवाजी विश्वविद्यालय, ग्वालियर की ओर सूचनार्थ प्रेषित।
4. सहायक संचालक, आवासीय संपरीक्षा, जीवाजी विश्वविद्यालय, ग्वालियर की ओर सूचनार्थ प्रेषित।
5. माननीय कुलपति के सचिव, जीवाजी विश्वविद्यालय, ग्वालियर की ओर सूचनार्थ।
6. कुलसचिव के निज सहायक, जीवाजी विश्वविद्यालय, ग्वालियर की ओर सूचनार्थ।
7. इंचार्जइंटरनेट, वेबसाईट पर उपलब्ध कराने की व्यवस्था करें
की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित



उपकुलसचिव (प्रशासन)

17
01
STATUTE NO. 26

PROVIDENT FUND AND GRATUITY*

{Refer Section 35(e)}

1. In this Statute:-

- (a) "Salary" in relation to an employee means monthly salary, and includes all fixed monthly allowances by way of pay, acting or personal allowance, but does not include any other allowance;
- (b) "Employee" means every whole-time officer, teacher or other employee of the University appointed permanently to a substantive appointment carrying a salary of Rs.60/- per mensem or more and includes those appointed on contract for a definite period of not less than three years but does not include person whose services have been lent to the University by Government or who is on leave from a government post.
- (c) "Subscriber" means an employee on whose behalf a deposit is made under this Statute.

Note- Persons appointed on probation to a permanent post shall be eligible to subscribe to the fund.

- (d) "Saving Bank" means saving bank of any Post Office or any scheduled bank as defined in Reserve Bank of India Act 1934 (No.11 of 1934).
- (e) "Interest" means the interest which is paid on a deposit in the saving bank of the post office or the scheduled banks from time to time.
- (f) "Dependent" means any of the following relations of a deceased subscriber to Provident Fund viz., a wife, husband, son, daughter, deceased son's widow, son of the deceased son, daughter of the deceased son, parents, minor brothers and unmarried sister, and where no parent of the subscriber is alive, a paternal grand-parent.

2. Every employee of the University shall subscribe to the Provident Fund at the rate of $8 \frac{1}{3}$ per cent of his salary for which an account will be opened in the Saving Bank. The deduction shall be made by the University upon every salary bill presented. In the calculation of this deduction, fractions of a Rupee shall be omitted. The amount so deducted together with the contribution by the University under para 3 shall be deposited in the Saving Bank. The payments in respect of the monthly deductions and contributions shall, so far as possible be made into the bank within two days of the receipt of the money in order that interest may accrue. The following procedure will be adopted: - "The Post Office or the scheduled bank will open an account in the name of the individual subscriber to the Provident Fund. The account will be operated by the Registrar only and all sums to be credited in these accounts shall be sent to the Post Office or the Bank accompanied by-

* Name changed as per Co-ordination Committee decision dated 26.06.2015.

(a) Saving Bank pass book; &

(b) a list in such form as may be prescribed by the Registrar showing in detail the amount to be credited to each account.

Note- (i) Subscribers to the Provident Fund are given option of raising their subscription to the Provident Fund up to any amount not exceeding the pay drawn by them.

(ii) A subscriber may, at his option, not subscribe during leave. He shall intimate his election not to subscribe during leave by written communication to the Registrar before proceeding on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe during leave. The subscription of the subscriber while on leave with allowance shall be assessed on the full amount of his pay and not on the leave salary.

(iii) No subscriber shall subscribe to the Fund while on leave on half average pay or leave without pay or absent without leave or while under suspension.

3. The amount of subscription of the employee will be so invested by the Registrar in Post Office or bank that the employee gets an interest of not less than 12% per annum or the rates of interest decided by the State Government from time to time on his accumulations in fund. In case the rate of interest falls short of the rate of 12% per annum or the rate as fixed by Govt. from time to time as calculated on G.P.F. accounts, the difference shall be made good by the University from the pension & gratuity fund (UNIPENGRAP) after obtaining prior approval from the Finance Officer(Pension) of M.P .Uchcha Shiksha Anudan Ayog.

Provided further that no contribution shall be made by the University out of its funds for the period during which a subscriber does not or is not permitted to subscribe to the fund.

4* (i) Provided further that the provisions of this para of the Statute will be applicable only in respect of the employees who are not covered under the pension and gratuity scheme of the University but continue to be governed by the Contributory Provident Fund Scheme.

(ii) The Post Office Cash Certificates, securities and fixed deposit receipts shall remain in the custody of the Registrar

5. The Kulapati may, under such conditions as may be laid down by him, permit the payment of premia on life assurance policy or policies on the life of the subscriber out of his personal subscription to the Provident Fund Account under para 2 above. The amount to be deposited in the saving bank account of the subscriber shall be reduced to the extent of such premia. In all such cases the life insurance policy for which the premia are so paid shall be assigned in favour of the University.

* Amended vide E.C. resolution No.67 dated 6.10.88

On the retirement of the subscriber from the service of the University the policy shall be reassigned to him by the University. In case of the maturity of the policy during the service of the subscriber in the University, the full amount of the policy shall be credited to the Provident Fund of the subscriber. In case of the death of the subscriber during the service of the University, the full amount of the policy shall be paid to the legal representative of the deceased entitled to the Provident Fund.

6. (i) Withdrawal will be permitted when a subscriber's service in the University comes to an end by his retirement, resignation, death or otherwise Provided that-

(a) No employee whose services have been dispensed with for what, in the opinion of the Executive Council, is gross misconduct or, shall be entitled to receive the amount of the contribution made by the University on his behalf and the interest thereon;

(b) No employee shall be entitled to receive the amount contributed by the University on his behalf and the interest thereon, unless he had been in the service of the University, for a continuous period of 12 months

from the date he has been allowed to subscribe to the Provident Fund and has been permitted to resign from his appointment.

(ii) Any contribution and interest thereon withheld under this Statute shall belong to the University and shall be credited to the University Fund.

7. The Kulapati may permit a subscriber to take a temporary advance from the amount standing at the credit of the subscriber in the Fund. Temporary advance will be admissible for the following purposes:

(i) To pay expenses in connection with the prolonged illness of the subscriber or any person actually dependent on him.

N.B.:- Expenses connected with prolonged illness include expenses incurred on the purchase of artificial teeth and hearing sets viz battery hearing instruments.

(ii) To pay for overseas passage for reasons of health or education of the subscriber or any person actually depending on him.

(iii) To meet the cost of education of the subscriber or of any person actually dependent on him.

(iv) To pay obligatory expenses appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with marriage or other ceremonies of the subscriber or marriage, funeral and other ceremonies of any person actually dependent on him.

(v) To make good the loss of University money in the interest of the subscriber

(vi) To meet expenses in connection with any departmental enquiry or legal proceedings in which the subscriber is a party.

- (vii) To meet the expenses connected with the purchase of site for the subscriber's building and erection of and repairs to the subscriber's building.
- (vii) Provided that the sum advanced shall not exceed nine months pay of the subscriber or 75% of the sum subscribed by him together with the interest accumulated thereon, whichever is less.
- (viii) Provided further that in case of an advance for the purchase of a site and for the construction on the subscriber's own building, the sum advanced shall not exceed 75% of the amount at the credit of the subscriber in the Fund.
- (ix) Note:- (i) A second or third advance shall not be granted unless at least six instalments have been paid of the previous advance, provided that the Executive Council may sanction a second advance, in a very special case, before the expiry of the period of six months.
- (x) (ii) Where the subscriber was sanctioned an advance for the construction of his own building, he shall not be sanctioned any further advance during the period of his entire service for building a second house though a second advance may be sanctioned for extension to his own building.
8. The amount advanced under para 7 shall be refunded in the Fund by thirty- six equal monthly instalments in all cases except when the advance is for the purpose of site for or for the construction of the subscriber's own building in which case the number of instalments shall be ninctysix. A subscriber may, however, at his option, make payment in less number of instalments or may repay two or more instalments at the same time. Recoveries will be made monthly commencing from the first payment of a full month's salary after the advance is granted. The instalments will be paid by compulsory deduction from salary or leave salary and will be in addition to the usual subscription.
9. (i) Each subscriber must file in the office of the University a declaration in such form as may be prescribed by the Registrar showing how he wishes the amount of his accumulation in the fund to be disposed of in the event of his death or becoming insant:
- Provided that if the subscriber has got dependents he shall not be permitted to nominate any outsider:
- Provided further that where a subscriber has no dependent at the time of nomination but subsequently comes to have one or more dependents, he shall, as may be, change the nomination in favour of such dependent or dependents.
- (ii) The subscriber may, from time to time, change his nominees by a written application, duly witnessed, to the Registrar. A register of such nominees shall be kept in the University office under the personal custody of the Registrar.
10. Any sum, standing to the credit of any subscriber to the fund at the time of his death and payable to any dependent of the subscriber or to such persons as may be authorised by law to receive payment on his behalf, shall, subject to any deductions authorised by the Statutes, vest in the dependent and shall be free of any debt or other liability, incurred by the dependent before the death of the subscriber:

Provided that if no nomination has been made by the subscriber, such sum shall be paid to the dependents in order of preference given in clause(f) of para 1.

1. When the sum standing to the credit of any depositor becomes payable, that may, if the Executive Council so directs, be deducted therefrom and paid to the University Fund and amount under a liability incurred by the subscriber to the University but not exceeding any sum or sums contributed by the University and any interest or other profit thereon.

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Provided that no gratuity shall be paid if employee. resigns or his services are terminated

Provided further that any amount outstanding against his name or any amount under liability incurred by such employees shall be deducted from such gratuity

* Amended vide Co-ordination Committee decision dated 26.06.2015