

O.69 - A**TERMS AND CONDITIONS OF SERVICE AND CODE OF CONDUCT OF TEACHERS IN UNIVERSITY DEPARTMENTS OR SCHOOL/AFFILIATED COLLEGES/RECOGNISED INSTITUTIONS/APPROVED INSTITUTIONS (GRANT-IN-AID AND SELF FINANCED)**

The terms and conditions shall apply on to the teachers including Head/Principal Director of University Departments or school/affiliated colleges/Recognized Institution approved Institutions as per provisions of this ordinance. However the provisions of this ordinance shall not apply to the colleges or institutions which are managed and or fully maintained by the Central and or the State Government and have adopted all the service rules together with all perquisites and benefits as per the rules of Central and or the State Government. Any term or condition in service rules of any affiliated college or recognized institution or approved institution, which is inconsistent with any provisions of these ordinances shall be null and void.

- (1)** For the purpose of this ordinance, unless the context otherwise requires,
- (a) "Institution" includes University Departments or schools / Affiliated college/recognised Institution/ approved Institution.
 - (b) "Head" includes Head of the Department or School of the University, Principal/Director of affiliated college/recognised Institution/approved Institution.
 - (c) "Management" includes the Syndicate of the University, Management of affiliated college/recognised institution/approved institution.
 - (d) "Teacher" includes Head of the University Department or School Principal/Director of Affiliated College/Recognised Institution/ Approved Institution.
 - (e) "University" means the Veer Narmad South Gujarat University.
 - (f) "Vice Chancellor/Registrar" means the Vice Chancellor and the Registrar of the Veer Narmad South Gujarat University.
 - (g) "State Government" means the Government of Gujarat State.
- (2)** It shall be incumbent on every teacher to perform the academic duties such a preparation of lectures, class lecturing, tutorials, assignments, demonstrations, group discussions, library assignments, guidance etc. It shall also be obligatory for a teacher to do all work connected with extra curricular and co-curricular activities assigned to him/her by the Head of his Institution. It shall also be obligatory for a teacher to do all work connected with examinations such as paper setting, assessment and reassessment of answer books including moderation, preparing result, invigilation superintendent of examination centre, working as a member of team of squad/observer, coding-decoding of answer books, coordinating work of central assessment etc. assigned to him her by the Registrar of the University or by the Head of his Institution. It shall also be obligatory for a teacher to train himself/herself in operation and use all technological advancement and gadgets necessary to perform his her duties. Failure to perform any such duty shall constitute misconduct on the part of a teacher and such a teacher shall be liable to disciplinary action.
- (3) LETTER OF APPOINTMENT:-**

It shall be incumbent on every Management to give a written appointment letter to every teacher, full time or part - time where in the designation, pay scale, starting salary along with allowances and nature of appointment i.e. probationary, temporary or permanent shall be invariably stated. A teacher appointed temporarily shall be deemed to be a teacher appointed on probation from the date of appointment unless he/she is appointed on a temporary vacancy by a permanent teacher proceeding on leave. A copy of the Service Rules of the Institution shall invariably be given by the Management to every such teacher along with his/her appointment letter. The teacher concerned shall deliver a acceptance letter duly signed to the Management within the period specified in the letter of appointment; he/she will also acknowledge the receipt of a copy of service rules.

A teacher who accepts an appointment before the commencement of term shall join that college on the date specified in the appointment letter. If he/she fails to do so, without any reasonable cause and in this fact is reported to the University by the Management, the Registrar shall, after due inquiry, notify his/her name to all other departments, colleges and Institutions affiliated to or recognized by this University and he/she shall not be appointed as a teacher in any of such colleges or Institutions or departments for that particular academic year without the permission of the Vice Chancellor.

(4) PROBATIONARY PERIOD:

(a) No person appointed as full-time or part-time in a college or an Institution shall be required to put in more than one year service as a probationer before he/she is confirmed. A letter of confirmation shall be issued to a teacher at least one month before the expiry of the period of his/her probation.

In case, a Management does not issue such a letter of confirmation as mentioned herein, he/she shall be deemed to have been confirmed in his/her service.

(5) The minimum salaries and pay scales/grades of pay of the teachers of the colleges shall be same as prescribed, revised and accepted by the University Grants Commission, Central (Union) Government and State Government from time to time.

In addition to pay, the teachers shall be paid Dearness Allowance at the rates prescribed by the State Government from time to time. The teachers shall also be paid House Rent Allowance and Local Compensatory Allowance at the rates admissible to Government employees from time to time.

Further the Principal shall be paid House Rent Allowance as per rules of State Government prevailing from time to time or Rs.2000/- whichever is more.

The above amendment shall take effect retrospectively from 01-01-1996.

(6) VACATION PAY :

Subject to the under mentioned proviso, a Full - time as well as a part time teacher in college who ceases to be in the service of that particular Institution with effect from the end of the First or Second term/ session, except those who are removed from service under clause (9) of this Ordinance, shall be paid his/her vacation salary in accordance with the following:

(a) If he/she has served for the major part of the whole academic year he/she shall be paid his/her salary for the full vacation period following the end of the second term.

(b) If he/she served for the major part either of the first or the second term, he/she shall be paid his/her salary for fifteen days after the last day of the relevant term. Provide always that such a teacher has not left his/her Institution without giving notice as required under clause (7) below and his/her appointment was not on a leave vacancy or for a fixed period. (Explanation: For purpose of this clause, "Salary" shall mean basic salary and all allowances; Major Part" means two third or more of the whole period; Academic Year" means the period between the first day of the first term and the last day of the second term) as laid down in O.56 for the relevant faculty.)

(7) RESIGNATION BY A TEACHER:

(a) A teacher may resign from the service of the Institution on his/her giving one month's notice if he/she is in temporary employment or on probation and three month's notice if he/she is confirmed teacher. Such notice shall expire at least one day before the commencement of the next term.

- (b) If notice falls short of the requisite period, the Management will have an option either to say that the notice is not valid; or to waive the short fall in period of notice on payment by the teacher an amount equal to his/her salary and allowances for the period by which the notice falls short of the requisite period. The Management shall exercise this option within ten days of the receipt of notice from the teacher. If the Management fails to exercise this option within the time specified above; it will be deemed that the Management has waived the short fall in the period of notice and it will be entitled only to claim the amount mentioned above.
- (c) Not with standing the provision in sub-clause (a) and (b) of this clause but subject always to the provision of sub-clause (d) below, a teacher may resign without giving notice provided he obtains written consent of the Management.
- (d) It is made clear that no teacher shall resign his/her post except with effect from the end of a term, provided however, that under special circumstance the teacher can resign during the term with the previous permission of the Chairman of the Management Committee.
- (e) If a teacher desires to submit his resignation, he shall tender the same in person to the Registrar and resignation of a teacher shall not be accepted by the Management unless it is so tendered and forwarded to the Management by the Registrar duly endorsed. The acceptance of any resignation in contravention of this clause shall be ineffective.

(8) TERMINATION OF SERVICE BY THE MANAGEMENT :

- (A) (i) In the case of a temporary teacher or a teacher on probation, the Management can terminate his/her services by giving him/her a notice which shall be for a period of not less than a month from the date of receipt by the teacher. Such notice shall expire on the last day of the term during which it is given.
- (ii) If the notice falls short of the requisite period, the teacher will have an option either to say that the notice is not valid or to waive the short-fall in the period of notice on payment by the Management of the salary and allowances for the period by which the notice falls short of the requisite period. The teacher shall exercise his option within ten days of the receipt of notice from the Management. If the teacher fails to exercise this option within the time specified above, it will be deemed that the teacher has waived the short-tail in the period of notice and he/she will be entitled to claim only the amount mentioned above.
- (iii) The notice of the termination of service of a teacher on probation shall be effective only after the approval by the Vice Chancellor. If by that time the probation period has expired and the Vice Chancellor has not taken decision, the service of the teacher shall not be considered as confirmed until the decision is taken by the Vice Chancellor.
- (iv) The Vice Chancellor shall communicate to the Management in writing his approval or disapproval of the notice within a period of forty five days from the date of receipt of the copy of the notice by the Vice Chancellor.
- (v) The Vice Chancellor shall as soon as possible thereafter inquire into the matter in such a manner including the hearing of the teacher concerned as he may think fit. The Vice Chancellor, thereafter, shall approve or disapprove the notice given by the Management. If the Vice Chancellor disapprove the notice, such notice will be deemed to be withdrawn by he Management and thereafter the teacher concerned will continue to remain in service. In such case the service of the concerned teacher will be deemed to be confirmed under the relevant clause of this ordinance.

- (vi) If the Vice Chancellor does not communicate his approval or disapproval of the notice within the stipulated period of forty five days, the notice shall be deemed to be disapproved by the Vice Chancellor and the services of the concerned teacher will be deemed to be confirmed under the relevant clauses of this ordinance.

(9) REMOVAL FROM SERVICE (Amended)

- (1) No teacher including Head/Principal/Director shall be removed from service by the Management except on one or more of following grounds and except in accordance with the procedure prescribed here under :
- (i) Misconduct or gross negligence of duty.
 - (ii) Incompetence
 - (iii) Moral turpitude
 - (iv) Engage in private tuition
 - (v) Use of unfair means at university or college examination.
- (2) The chargesheet shall be communicated by the management to the teacher (including Head/Principal, Director) concerned, together with the statement of the allegations on which each charge is based and together with the copies of the documents in support of each charge is based and framed.
- (3) The teacher (including Principal/Director) shall be given reasonable time but not less than a fifteen days after receipt of the chargesheet by him/her to submit written statement of his/her defense. On a consideration of the written statement submitted by the employee concerned, if Management arrives to a conclusion that the explanation given by the employee is satisfactory and his/her written statement is acceptable to the Management, the chargesheet given to the employee concerned shall be withdrawn by the Management.
- (4) On the consideration written statement submitted by the employee concerned, if the Management arrives to a conclusion that the explanation given by the employee concerned is not satisfactory and his/her written statement is not acceptable or he/she does not submit written statement in time limit allowed by the Management and if the Management desires to hold inquiry against the concerned employee, an inquiry shall be conducted by the member of the senate to be nominated by the Management. The Inquiry Officer so nominated shall not be an employee of the Management or shall not be connected with the Management in any manner and shall not be below the rank of the concerned teacher (including Head/Principal/Director).
- (5) If, in the opinion of the Management. The charge or charges is or are of such a nature that the presence of the teacher including Principal/ Director will be prejudicial to the working of the inquiry and the working of the University Department/College/Institution, the Management may place him/her under suspension, pending the inquiry till final orders are passed, with prior permission of the Vice Chancellor of the Veer Narmad South Gujarat University. Application for seeking permission and the facts of such proposed suspension together with the grounds therefore, shall be submitted by the Management to the Vice Chancellor. The decision on the said application, shall be communicated by the Vice Chancellor to the Management and the concerned employee within the period of fifteen days from the date of the receipt by the Vice Chancellor of such application. No permission for proposed suspension shall be granted against the teacher including Head/ Principal/ Director unless such employee has been given a reasonable opportunity of being heard. Where the Vice Chancellor fails to communicate decision on the application within a period of 15 days from the date of the receipt of the such application, the application for proposed action of the suspension shall be deemed to have been rejected by the Vice Chancellor, If the permission for the suspension of the concerned employee is granted by the Vice Chancellor, the Management may pass an order for the

suspension of the concerned teacher (including Head/Principal/Director) of the College/Institute pending inquiry to be held against him/her.

- (6) During the period of the suspension, teacher (including Head/Principal/Director) shall be entitled to draw a subsistence allowance at half the rate of his/her pay last drawn. He/She shall also be granted other allowances admissible to an employee on the pay, equal to the subsistence allowance.
- (7) The Inquiry Officer shall hold the inquiry with due expedite and shall make his/her report within three months from the date of receipt of his/her appointment or within such further time as may be extended by the Management and shall submit to the Management. But time limit shall not be extended more than three months.
- (8) The inquiry shall be conducted in accordance with the principles of natural justice.
- (9) The Management may appoint presenting officer for the inquiry proceedings. The presenting officer can take help of one clerk at the inquiry. The employee concerned may appoint one person as "Mitra Madadnish" to present his/her case, who can present the defense of the concerned employee and do all work on behalf of the concerned employee at the inquiry. No party will be represented by a lawyer. But where there are complicated questions of facts and law involved, the Vice Chancellor may permit the concerned employee to represent him/her by a lawyer. The Inquiry Officer can be assisted by one clerk/computer operator/stenographer and one peon at the inquiry. Except above said persons, no unauthorised persons shall be permitted to remain present at the said inquiry.
- (10) At the said inquiry the Management may lead documentary evidence in support of the charge/charges framed against the employee. In that case, copies of the said documents shall be supplied to the teacher before the commencement of recording of evidence.
- (11) At the inquiry, the Management shall be entitled to call witnesses and may lead oral evidence. The employee shall be entitled to cross-examine them by him/her or his/her representative (Mitra Madadnish) or his/her lawyer (if his/her appointment is permitted by the Vice Chancellor).
- (12) At the inquiry, after completion of evidence of the Management, the employee shall be entitled to produce documentary evidence, if he/she so desires. If he/she submits documentary evidence to the Inquiry Officer, the copies of the said documents shall be supplied to the presenting office of the Management. At the inquiry the employee shall be entitled to call witnesses and may lead oral evidence. The presenting officer of the management shall be entitled to cross-examine them.
- (13) At the Inquiry, after completion of evidences of the parties, both the parties will be entitled to submit oral and or written arguments.
- (14) At the inquiry, on the each day of hearing, proceedings (Rojkam) shall be recorded and signed by the Inquiry Officer and counter signed by the both the parties. All oral objections raised by the parties shall be recorded in proceedings (Rojkam) and all written applications and written objections submitted by the parties and the decision of the Inquiry Officer on them shall be noted in the proceedings (Rojkam) and shall be part of the record of the inquiry. The copies of the applications and written objections and any other documents submitted to the Inquiry Officer shall be given to other side. And at the end of hearing of each day, the copy of the proceedings (Rojkam) along with the copies of the statements recorded of witnesses on the said day, shall be given to the both the parties.
- (15) At the end of inquiry, the Inquiry Officer shall submit the report to the Management and shall supply it to the employee also.
- (16) On consideration of the report made by the Inquiry Officer and the findings recorded by him, if the Management comes to the conclusion that the charges are not proved or that employee need not to be removed from service, the order of suspension, if any, shall stand terminated and

the employee shall be asked to resume his/her duties and he/she shall also be paid the difference between his/her full salary including all allowances which he/she would have received, if he/she was not suspended and the actual amount paid to him/her as subsistence pay and allowances there on.

- (17) On a consideration of the report made by the Inquiry Officer and the findings recorded by him, if the Management arrives at a provisional conclusion that the employee concerned should be removed from service, the Management shall supply a copy of the said report and issue show cause notice to him/her for reply, within a reasonable time but not less than 15 days or such other time as may be extended and allowed by the Management, against the proposed removal.
- (18) Any representation submitted by the employee in reply to the above said notice shall be taken into consideration by the Management, and if no representation is submitted by the employee, within time as may be allowed by the Management, the Management shall proceed to consider the report of the Inquiry Officer. On consideration of the report and representation if submitted by the employee, the Management arrives at a final conclusion that the employee concerned should be dismissed or removed or reduced in rank or his/her service be otherwise terminated, the Management shall submit the proposal of the action to be taken against the concerned employee to the Vice Chancellor for his approval or disapproval within fourteen days of his/her representation submitted by the concerned teacher.
- (19) The Vice Chancellor shall as soon as possible, thereafter inquire into the matter in such a manner as he may deem fit. The Vice Chancellor shall hear the concerned employee before passing any order. The Vice Chancellor shall communicate in writing the approval or disapproval of the proposal to the Management within stipulated period of forty five days from receipt of the proposal of the Management of proposed action.
- (20) If the Vice Chancellor disapproves the proposal, the employee concerned shall be continued in the service. If the Vice Chancellor approves the proposed action, the Management may pass an order as per the proposal they made and if the Vice Chancellor does not communicate approval or disapproval within the stipulated period of forty five days, the proposal shall be deemed to have been approved by the Vice Chancellor, and may pass an order as per the proposal they made.
- (21) Aggrieved by the decision of the Vice Chancellor, the Syndicate and the Management, the employee appeal to the Service Tribunal or challenge it in to The High Court or The Supreme Court.

(10) COMPULSORY RETIREMENT:

If a teacher becomes permanently incapacitated by any physical injury or mental infirmity, the Management will have discretion to retire him/her compulsorily notwithstanding the provision regarding age of retirement under this Ordinance. For retiring any teacher under this clause, a certificate from the civil surgeon of the district in which the Institution is situated stating that the teacher concerned is rendered permanently incapable or pursuing active life shall be obtained. The teacher who is compulsorily retired under the provision of this clause shall be entitled to all the benefits of Provident Fund, Gratuity etc. for which a retired teacher is entitled under the provision of this Ordinance.

- (11)** If any teacher is detained by the State/ Central Government under "MISA" (Maintenance of Internal Security Act) or any rules made for defense of the country, such a teacher shall be suspended from the services of the college from the date of his/her detention and that teacher will be eligible for subsistence allowance at the rate provided under sub clause-13 of clause (9) of this Ordinance during the period of such detention.

(12) CONTRACT SERVICE :-

Where a teacher is appointed on a specific contract, the conditions of such contract should not be inconsistent with the conditions as laid down herein and should be clearly defined beforehand. On the expiry of the contract, the parties may enter into a further contract or, the teacher may by mutual agreement, be admitted to a specific cadre in service.

(13) LIFE WORKERS :-

Where there exists in a college a system of Life Workers, their terms and conditions of service shall be approved by the University.

(14) MINIMUM SERVICE :-

It shall be incumbent on a teacher to serve at least up to the end of the term during which he/she is appointed in the Institution concerned. Similarly, it will be compulsory for the Management to retain the teacher in service at least up to the end of the term in which he/she is appointed.

(15) PROMOTION OF PROBATIONER:

A teacher who has been promoted to a higher cadre before the expiry of the probationary period in the lower cadre shall be deemed to have first confirmed in the lower cadre. The question of his/ her confirmation in the higher cadre need not arise unless the appointment in the higher cadre is temporary.

(16) AGE OF SUPERANNUATION:

A teacher will retire at the age of superannuation prescribed and accepted by UGC as well as the State Government or Central Government as the case may be from time to time provided however that the teacher shall be continued up to the last day of term in which his date of superannuation falls is open to the management to reemploy superannuated teacher up to the age 65 according to guidelines prescribed by UGC and accepted by the State Government from time to time.

(17) PROVIDENT FUND:

Members of the teaching staff in an Institution who have been in service should receive the benefit of a scheme for contributory Provident Fund or G.P.F. The Management frame a scheme which shall provide for the minimum requirement laid down in the Provident Fund Act, 1952 as amended from time to time. The Management shall get such scheme directly from the Government, and convey the approval of the government to the University.

- (a) Every teacher shall become subscriber to the provident fund. The subscription shall be at the uniform rate of one twelfth of the basic pay for the month (For a part-time teacher, who is exclusively engaged in teaching, the basic pay for the purpose of Provident Fund shall be one half of the basic pay that the teacher would be entitled to draw had he been a full-time teacher on the same post continuously from the date of his/her appointment as a part-time teacher)
- (b) The Management's contribution to the fund shall be equal to the subscriber's contribution every month and it shall be credited to the subscriber's account at the end of each month.
- (c) Whenever a teacher ceases to be in service of the Management he/she shall be paid the amount standing to his/her credit in the fund; provided that he/she shall not be entitled to the employer's contribution to his/her account and interest thereon if:
 - (i) he/she has not served the Management for a continuous period of at least five years as a teacher,
 - OR
 - (ii) he/she has been removed from service under clause (9) of this ordinances.

(18) DISCHARGE CERTIFICATE :

In all cases the Management of an institution shall issue a Discharge Certificate to a teacher leaving the Institution. In case of any dispute with regard to the granting of a Discharge Certificate, the Vice Chancellor's decision shall be final.

(19) APPLICATION FOR POSTS :

Teachers in an Institution, when they apply for any post outside, shall invariably send their applications through the Heads of their colleges or Institutions as the case may be. They shall be entitled, however, to send an advance copy of the application, the original of which is to be forwarded through the principal or Head of the Recognized Institution where they are working.

It shall be incumbent on the Head to forward the application of any teacher working under him/her, provided however, that such application in case of confirmed teachers shall not be more than four in a year.

(20) DISPUTES WITH REGARD TO CONDITIONS OF SERVICE :-

Any dispute with regard to interpretation of conditions of service arising between a Management and a teacher shall, on the request of the Management or the teacher, be referred to the Vice Chancellor for his decision which shall be final.

(21) PROHIBITION OF PRIVATE TUITION:

1. (a) No teacher recognized by this University whether employed in any institution (department or college or recognized institution) shall engage himself/ herself in private with or without remuneration. The private tuition shall include guidance/training/ and or coaching for the preparation of any School/Board/University examination to any student of his/her own institution or any other college or Secondary School or Higher Secondary School or University Department or any post- graduate centre.
- (b) Occasional casual guidance to a student shall not be considered private tuition for the purposes of this Ordinance.
- (c) Teacher imparting instruction to his/her near relative shall not be construed as private tuition. The definition of relative shall be as under:
 1. Wife, Husband, Son, Daughter, Grand son, Grand daughter, Brother, Sister, Father, Mother, Son- in law Daughter - in - law, Nephew, Niece and ward, Step relation except father, brother and sister are not included in the above definition.
 2. If any teacher is found engaged himself /herself in private tuition, he /she would also be considered to have knowingly violated this Ordinance amounting to grave misconduct.
 3. Whenever the Vice Chancellor or in his absence the pro-Vice Chancellor, if any, is in possession of prima-facie evidence that a teacher has been engaged in imparting tuition, he /she shall place the matter before the syndicate which shall, if necessary, appoint a committee from amongst its members to investigate and report to the syndicate. The syndicate shall, consider the said report and on being satisfied about the misconduct of the teacher concerned, shall derecognize him/ her as a teacher or inflict such other punishment as it may deem fit.

4. Notwithstanding anything contained on this Ordinance, and Institution (a department or college or any recognized institution) conducting courses approved by this University may organize special instruction classes to coach the students who are enrolled in their institution and are weak in one or more subjects. These classes will be held in college premises before or after the normal college hours. Reasonable fees may be charged, for providing such instruction. The institution shall seek prior approval of the University through an appropriate application which will, among other things, specify the following details.
 - (a) Subjects for which such special instruction is to be imparted;
 - (b) Number of student's seeking such special instruction;
 - (c) Amount of fees proposed to be levied and amount of remuneration to be paid to the teachers.
 - (d) Names of the member of the staff of the institution who will participate in such special instruction classes.

5. In devising such a coaching programme, the institution will further more, ensure that students coming from weaker sections of the society are not deprived of this special benefit because of the level of fees. For this purpose differential fees may be levied.

(22) GRATUITY:

1. No confirmed teacher will be entitled to claim gratuity unless he /she has put in not less than seven years continuous service in the an institution under the any University in state established by the act of either State or Central Government.
2. A confirmed teacher will be entitled to be paid gratuity by the Management in the following cases only:
 - (i) On retirement on attaining the age of superannuation.
 - (ii) On death, while in service in the college institution. This amount of gratuity will be paid to his/her nominees; if there are no nominees, to his/her legal heirs.
 - (iii) On his/her compulsory retirement from service on account of acquiring permanent incapacity for discharging duty due to physical injury or mental infirmity.
 - (iv) On his /her ceasing to be in service of the college or institution on account of resignation or termination of service under clause (8) of this Ordinance.
3. The amount of Gratuity will be based on the monthly salary including Dearness Allowance and/or Additional Dearness Allowances and Interim Relief that may be admissible as salary by the Government of Gujarat for the purpose of determining the pension to its employees from time to time. Such average monthly pay will be the average of pay drawn during the twelve months preceding the day of retirement, death acquisition of infirmity or resignation, as the case may be. The above amendment comes into force with effect from 1-4-1977.
4. The amount of gratuity will be paid on the following basis:
 - (a) At the rate of $\frac{1}{2}$ month's basic pay for every completed year of service on completion of 7 years service;
 - (b) At the rate of $\frac{1}{2}$ month's basic pay for every completed year of service on completion of 12 Year service;
 - (c) At the rate of one month's basic pay for every complete year of service on completion of 15 year's service;

GRATUITY : (SUB CLAUSE -5) (RELEVANT PART) :-

5. The total amount of Gratuity payable to a teacher shall be subject to a maximum limit prescribed by the State Government for payment of Gratuity to its employees from time to time. The full benefit's of all upward revisions of the maximum limit of gratuity payable to a teacher should be given, since the day such revisions came in force, to all the teachers irrespective of whether they have opted for pension or the C.P.F. Scheme.

This amendment comes into force from the date of introduction of pension scheme to the college and University employees.

6. Notwithstanding anything contained above, Gratuity at the rate of one month's salary as defined in clause (3) above for each completed year of service subject to maximum limit prescribed by the State Government for payment of gratuity to its employees from time to time shall be paid if he/ she :-
- (a) dies while in service, or
 - (b) becomes incapable to perform his/her duties on account of certified permanent incapacity due to bodily or mental infirmity.

7. No Gratuity shall be payable to a teacher who is removed from service under clause (9) of this Ordinance:

"Any period prescribed in clause (22) for earning any amount of Gratuity shall be deemed to be completed even though the prescribed period actually falls short by a few days solely due to the reason of any changes made in the commencement or the completion of any term or terms by any amendment made in Ordinance 56 or by any resolution of the Syndicate to that effect. The explanation shall be deemed to have come into effect from the date on which the Rules of Gratuity have come into force i.e. from 1- 3-1972"

(23) EDUCATIONAL BENEFIT:

The Management of an institution may voluntarily provide free education upto the first degree stage to maximum three children of a confirmed teacher in any Institution by the management in whose institution the teacher is serving.

(24) LEAVE RULES:

NO LEAVE CAN BE CLAIMED AS A MATTER OF RIGHT:

(1) LEAVE ADMISSIBLE TO PERMANENT TEACHERS:

The following kinds of leave would be admissible to permanent teachers:

- (i) Leave treated as duty, viz; Casual leave; Special casual leave; and Duty Leave
- (ii) Leave earned by duty, viz; Earned leave; Half pay leave; and Commuted leave.
- (iii) Leave not earned by duty, viz; Extraordinary leave; and Leave not due.
- (iv) Leave not debited to leave account --
 - (a) Leave for academic pursuits, viz; Study leave; and Sabbatical leave / Academic leave;
 - (b) Leave on grounds of health, viz; Maternity leave.

QUARANTINE LEAVE:

The Syndicate may in exceptional cases, grant for the reasons to be recorded, other kinds of leave, subject to such terms and conditions as it may deem fit to impose.

(2) CASUAL LEAVE:-

- (i) Total casual leave granted to a teacher shall not exceed eight days in academic year.
- (ii) Casual leave cannot be combined with any other kind of leave except special casual leave. It may be combined with holidays including Sundays. Holidays or Sunday falling within the period of casual leave shall not be counted as casual leave.

(3) SPECIAL CASUAL LEAVE :-

- (i) Special casual leave, not exceeding ten days in an academic year, may be granted to a teacher;

- (a) To conduct examination of a University/Public Service Commission/Board of examination or other similar bodies/institutions; and

- (b) To inspect academic institutions attached to a statutory board, etc.

NOTE: (i) In computing the ten days leave admissible, the days of actual journey, if any, to and from the places where activities specified above, take place, will be excluded.

- (ii) In addition, special casual leave to the extent mentioned below may also be granted.

- (a) to undergo sterilization operation (vasectomy or salpingotomy) under family welfare Programme. Leave in this case will be restricted to six working days; and

- (b) to a female teacher who undergoes non-puerperal sterilization. Leave in this case will be restricted to fourteen days.

- (iii) special casual leave cannot be accumulated, nor can it be combined with any other kind of leave except casual leave. It may be granted in combination with any other kind of leave except casual leave. It may be granted in combination with holidays or vacation.

(4) DUTY LEAVE :-

- (i) Duty leave may be granted for :

- (a) Attending conferences, congresses, symposia and seminars on behalf of the university or with the permission of the university;

- (b) Delivering lectures in institutions and universities at the invitation of such institution or universities received by the university, and accepted by the Vice-Chancellor;

- (c) Working in another Indian or foreign university, any other agency, institution or organization, when so deputed by the university;

- (d) Participating in a delegation or working on a committee appointed by the Government of India, State Government, the University Grants Commission, a sister university or any other academic body, and

- (e) For performing any other duty for the university.

- (ii) The duration of leave should be such as may be considered necessary by the sanctioning authority on each occasion;

- (iii) The leave may be granted on full pay, provided that if the teacher receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he/she may be sanctioned duty leave on reduced pay and allowances; and

- (iv) Duty leave may be combined with earned leave, half pay leave or extraordinary leave.

(5) EARNED LEAVE :

- (i) Earned leave admissible to a teacher shall be :

- (a) 1/30th of actual service including vacation; plus

- (b) 1/3rd of the period, if any, during which he/she is required to perform duty during vacation.

NOTE: For purposes of computation of period of actual service, all periods of leave except casual, special casual and duty leave shall be excluded.

(ii) Earned leave at the credit of teacher shall not accumulate beyond 300 days. The maximum earned leave that may be sanctioned at a time shall not exceed 60 days. Earned leave exceeding 60 days may, however, be sanctioned in the case of higher study, or training, or leave with medical certificate, or when the entire leave, or a portion thereof, is spent outside India.

NOTE-1: When a teacher combines vacation with earned leave, the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.

NOTE-2: In case where only a portion of the leave is spent outside India, the grant of leave in excess of 120 days shall be subject to the condition that the portion of the leave spent in India shall not in the aggregate exceed 120 days.

NOTE-3: Encashment of earned leave shall be allowed to non-vacation members of the teaching staff as applicable to the employees of Central/State Governments.

(6) HALF PAY LEAVE:

Half-pay leave admissible to a permanent teacher shall be 20 days for each completed year of service. Such leave may be granted on the basis of medical certificate from a registered medical practitioner, for private affairs or for academic purposes.

NOTE: A "completed year of service" means continuous service of specified duration under university and includes periods of absence from duty as well as leave including extraordinary leave.

(7) COMMUTED LEAVE:

Commutated leave not exceeding half the amount of half pay leave due, may be granted on the basis of medical certificate from a registered medical practitioner to a permanent teacher subject to the following conditions:

- (i) Commuted leave during the entire service shall be limited to a maximum 240 days;
- (ii) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due; and
- (iii) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days at a time, provided that no commuted leave shall be granted under these rules unless the authority competent to sanction leave has reason to believe that the teacher will return to duty on its expiry.

(8) EXTRAORDINARY LEAVE:

- (i) A permanent teacher may be granted extraordinary leave when:
 - (a) No other leave is admissible; or
 - (b) No other leave is admissible and the teacher applies in writing for the grant of extraordinary leave.
- (ii) Extraordinary leave shall always be without pay and allowances. Extraordinary leave shall not count for increment except in the following cases:
 - (a) Leave taken on the basis of medical certificates;
 - (b) Cases where the Vice Chancellor / Principal is satisfied that the leave was taken due to causes beyond the control of the teacher, such as inability to join or rejoin duty due to civil commotion or a natural calamity, provided the teacher has no other kind of leave to his credit;
 - (c) Leave taken for pursuing higher studies; and
 - (d) Leave granted to accept an invitation to a teaching post or fellowship or research-cum-teaching post or on assignment for technical or academic work of importance.

- (iii) Extraordinary leave may be combined with any other leave except casual leave and special casual leave, provided that the total period of continuous absence from duty on leave (including periods of vacation when such vacation is taken in conjunction with leave shall not exceed three years except in cases where leave is taken on medical certificate. The total period of absence from duty shall in no cases exceed five years in the full working life of the individual.
- (iv) The authority empowered to grant leave may commute retrospectively periods of absence without leave into leave into extraordinary leave.

(9) LEAVE NOT DUE:

- (i) Leave not due at the discretion of the Vice Chancellor/Principal, be granted to a permanent teacher for a period not exceeding 360 days during the entire period of service, out of which not more than 90 days at a time and 180 days in all may be otherwise than on medical certificate. Such leave shall be debited against the half-pay leave earned by him/her subsequently.
- (ii) Leave not due shall not be granted unless the Vice Chancellor/Principal is satisfied that as far as reasonably be foreseen, the teacher will return duty on the expiry of the leave and earn the leave granted.
- (iii) A teacher to whom leave not due is granted shall not be permitted to tender his/her resignation from service so long as the debit balance in his/her leave account is not wiped off by active service, or he/she refunds the amount paid to him/her as pay and allowances for the period not so earned. In a case where retirement is unavoidable on account of reason of ill health, incapacitating the teacher further service, refund of leave salary for the period of leave still to be earned may be waived by the Executive council.

Provided further that the Executive Council may, in any other exception case waive, for reasons to be recorded the refund of leave salary for the period of leave still to be earned.

(10) STUDY LEAVE :-

- (i) Study leave may be granted after a minimum of 3 years of continuous service to pursue a special line of a study or research directly related to his/ her work in the university or to make a special study of the various aspects of university organization and methods of education. The paid period of study leave should be for 3 years, but 2 years may be given in the first instance, extendable by one more year if there is adequate progress as reported by the Research Guide. Care should be taken that the number of teachers given study leave does not exceed the stipulated percentage of teachers in any department. Provided that the Executive Council/ Syndicate may, in the special circumstances of a case, waive the condition of five year service being continuous.

Explanation: In computing the length of service, the time during which a person was on probation or engaged as a research assistant may be reckoned provided;

- (a) the person is a teacher on the date of the application; and
 - (b) there is no break in service.
- (ii) Study leave shall be granted by the Executive Council /Syndicate on the recommendation of the concerned Head of the department. The leave shall not be granted for more than three years in one spell, save in very exceptional cases in which the Executive Council/ Syndicate is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the university.

- (iii) Study leave shall not be granted to a teacher who is due to retire within five years of the date on which he/ she is expected to return to duty after the expiry of study leave.
- (iv) Study leave may be granted not more than twice during one's career. However, the maximum of study leave admissible during the entire service should not exceed five years.
- (v) No teacher who has been granted study leave shall be permitted to alter substantially the course of study or the programme of research without the permission of the Executive Council/Syndicate when the course of study falls short of study leave sanctioned. The teacher shall resume duty on the conclusion of the course of study, unless the previous approval of the Executive Council/ Syndicate to treat the period of short full as ordinary leave has been obtained.
- (vi) (a) Subject to the provisions of sub-clauses (vii) and (viii) below, study leave may be granted on full pay up to two years extendable by one year at the discretion of the university.
- (vii) The amount of scholarship fellowship or other financial assistance that a teacher, granted study leave, has been awarded will not preclude his/ her being granted study leave with pay and allowances but the scholarship, etc. So received shall be taken into account in determining the pay and allowances on which the study leave may be granted. The Foreign scholarship fellowship would offset against pay only if the fellowship is above a specified amount. Which is to be determined from time to time based on the cost of living for a family in the country in which the study is to be undertaken in the case of an Indian fellowship. Which exceeds the salary of the teacher the salary would be forfeited.
- (viii) Subject to the maximum period of absence from duty on leave not exceeding three years. Study leave may be combined with earned leave, half pay leave, extraordinary leave or vacation, provided that the earned leave at the credit of the teacher shall be availed of at the discretion of the teacher. A teacher who is selected to a higher post during study leave will be placed in that position and get the higher scale only after joining the post.
- (ix) A teacher granted study leave shall on his/her return and re-joining service of the university may be eligible to the benefit of the annual increment (s) which he/she would have earned in the course of time if he/she had not proceeded on study leave. No teacher shall however, be eligible to receive arrears of increments.
- (x) Study have shall count as service for pension/contributory provident fund, provided the teacher joins the university on the expiry of his/her study leave.
- (xi) Study leave granted to a teacher shall be deemed to be cancelled in case is not availed of within 12 months of its sanction.
Provided that where study leave granted has been so cancelled. The teacher may apply again for such leave.
- (xii) A teacher availing himself / here self of study leave shall undertake that he/she shall serve the university for a continuous period of at least three years to be calculated from the date of his/ her resuming duty after expiry of the study leave.
- (xiii) After the leave has been sanctioned, the teacher shall, before aviating himself/ herself of the leave, execute a bond in favor of the university, binding himself /her self for the due fulfillment of the conditions laid down in sub-clause (xiii) and (xiv) above and give security of immovable property to the satisfaction of the Finance Officer /Treasurer or a fidelity bond of an insurance company or a guarantee by a scheduled bank or famish security of two permanent teacher for the amount which might become refundable to the university in accordance with sub-clause (xiv) above.
- (xiv) The teacher shall submit to the registrar, six monthly report of progress in his/ her studies from his/ her supervisor or the Head of the Institution. This report shall reach the Registrar within one month of the expiry of every six months of the study leave. If the report does not reach the Registrar within the Specified time. The payment of leave salary may be deferred till the receipt of such report.

(11) SABBATICAL LEAVE / ACADEMIC LEAVE:

- (i) Permanent whole- time teachers of the university who have completed seven years of service as Lecturer Selection Grade / Reader of Professor may be granted sabbatical leave to undertake study or research or other academic pursuit salary for the object of increasing their proficiency and usefulness to the university and higher education system.
- (ii) The duration of leave shall not exceed one year at a time and two years in the entire career of a teacher.
- (iii) A teacher who has availed himself / herself of study leave, would not be entitled to the sabbatical leave. Provided further that sabbatical leave, shall not be granted until after the expiry of five years from the date of the teacher's return from previous study leave or any other kind of training programmed.
- (iv) A teacher shall, during the period of sabbatical leave be paid full pay and allowances (subject to the prescribed conditions being fulfilled) at the rates applicable to him/ her immediately prior to his/ her proceeding on sabbatical leave.
- (v) A teacher on sabbatical leave shall not take up during the period of that leave, any regular appointment under another organization in India or abroad. He / she may, however, be allowed to accept a fellowship or a research scholarship or ad hoc teaching and research assignment with honorarium or any other form of assistance, other than regular employment in an institution of advanced studies. Provided that in such cases the Executive Council /Syndicate may, if it so desire sanction sabbatical leave on reduced pay and allowances.
- (vi) During the period of sabbatical leave, the teacher shall be allowed to draw the increment on the due date. The period of leave shall also count as service for purposes of pension contributory provident fund provided that the teacher rejoins the University on the expiry of his / her leave.
E - I: The programme to be followed during sabbatical leave shall be submitted to the University for approval along with the
E -II : On return from leave, the teacher shall report to the university, the nature of studies, research or other work undertaken during the period of leave.

MATERNITY LEAVE:

- (i) Maternity leave on full pay may be granted to a women teacher for a period not exceeding 180 days, to be availed of twice in the entire career, Maternity leave may also be granted in case of miscarriage including abortion. Subject to the condition that the total leave granted in respect of this to a women teacher in her career is not more than 45 days, and the application for leave is supported by a medical certificate.
- (ii) Maternity leave may be combined with earned leave, half pay leave or extraordinary leave but any leave applied for in continuation of maternity leave may be granted if the request is supported by a medical certificate.

PATERNITY LEAVE:

Paternity leave of 15 days may be granted to male teachers during the conferment of their wives, provided the limit is up to two children.

ADOPTION LEAVE:

Adoption leave may be provided as per the rules of the State Government.

DUTY LEAVE:

Duty leave should be given also for attending meetings in the UGC, DST etc. Where a teacher invited to share expertise with academic bodies, Government or NGO.

(25) OTHER BENEFITS:

(A) MEDICAL & L.T.C.:

The benefits of Medical aids (Compensation) from 1-3-1980 and Leave travelling concessions with effect from 1-1-1980 shall be made available to all the employees at the rates admissible to Government employees from time to time.

(NOTE: The first Block for Leave Travel Concession commences from 1980-81)

(B) PROVISION OF ENCASHMENT LEAVE FOR PRINCIPALS:

(i) The Principal should be allowed to surrender balance of Privilege Leave (or any portion there of) his credit, at his option, subject to a minimum of 15 days and maximum of 30 days.

(ii) The principal should be granted leave salary and dearness allowances for the leave surrendered under this rule.

Explanation: For the purpose of calculating salary and Dearness Allowances for surrendered leave, the number of days for any month shall be counted as 30 days.

(iii) The concession of encashment of privilege leave should be allowed once in each block of two calendar year 1979.

(iv) The leave salary and dearness allowance for the leave surrendered should be in proportion to the salary and dearness allowance payable to the employees for the month during which the leave is surrendered.

(v) The leave salary and dearness allowance for the period of surrendered leave should be paid in full soon after the request for surrender is granted. It is not liable to deduction on accounts of provident fund subscription house rent and repayment of any advance to the Institution.

(vi) The number of days of privilege leave surrendered under this rule should be deducted from the leave account of the principal on the date such request is granted.

(vii) In order to guard against omission to post a debit in the leave account in respect of the leave surrendered in the case of the principal, details of the surrendered leave should be noted in their service books and their leave accounts, when the leave salary is drawn. A certificate to the effect that the necessary entries have been made in the service books and the leave account should be furnished by the disbursing officer in the bill in which the leave salary for the surrendered leave is drawn.

(viii) The provisions of this rule shall apply only to the principals who are eligible to earn privilege leave in accordance with rules (i) to (v) above.

(ix) The authorities who are empowered to sanction privilege leave will be competent to accept surrender of privilege leave.

(26) SUPERANNUATIONS BENEFITS :-

PENSION:

Over and above G.P.F./C.P.F. etc. Pension including family pension should be paid to the teacher on his /her retirement, voluntary retirement, death or otherwise his / her service is terminated under Clause 8(A) or 8(B) of this Ordinance as per rules prescribed revised and accounting the State Government to its employees from time to time. This clause shall take effect retrospectively from 1-1-1973. The benefit in service up to a maximum of 3 years shall be provided to the teacher who have Ph.D. degree at the time of entry so that he gets full retirement benefit which are available after 33 years of service subject to the overall age of superannuation.

ENCASHMENT:

A teacher shall be entitled to encash leave in his/ her retirement, voluntary retirement, death or otherwise his services are terminated under clauses 8(A) or 8(B) of this Ordinance subject to maximum limit prescribed revised and accepted by the State Government to its employees from time to time. This clause shall take effect retrospectively from 1-1-1990.

(27) CODE OF CONDUCT:

Whereas a teacher is conscious of his responsibilities and the trust placed in him to mould the character of the youth and to advance knowledge, intellectual freedom and social progress is expected to realize that he can fulfill the role of moral leadership more by example than the precept through a spirit of dedication, moral integrity and purity in the thought, word and deeds. Now, therefore, in keeping with the dignity in his calling this code of conduct for teacher in the college/ Institution Affiliated to the University is laid down to be truly and faithfully observed both in private and public conduct.

(1) MAINTENANCE OF INTEGRITY AND DEVOTION TO DUTY:

- (a) Every teacher shall at all times maintain absolute integrity and devotion to duty.
- (b) In his/her way of living and outlook, every teacher shall set an example to his/her colleagues and students.
- (c) Every teacher shall at all times conduct himself/herself in accordance with the orders regulating behavior and conduct which may be in force in the University.
- (d) No teacher shall discriminate against any pupil on grounds of caste, creed, sect, religion, sex nationality or languages or any of them. He/ She shall also discourage such tendencies amongst his/ her colleagues and students.
- (e) Every teacher shall devote himself / herself diligently to his /her work and utilize his /her time to the service of the University or the Institution, as the case may be, and to the cause of education and give full co-operation in all academic programmes and other activities conducive to the welfare of the student community.

(2) TAKING PART IN POLITICS & ELECTIONS :-

- (a) No teacher shall without previous intimation to the Vice Chancellor or the Management of the Institution as the case may be, stand for election or accept nomination to any local body, legislature of the state or parliament nor shall he /she in any manner force his /her subordinates of his /her students against their will for the canvassing of his/her election.
- (b) A teacher shall before seeking election or accepting nomination as aforesaid give an undertaking to the University or the Institution, as the case may be, that in the event of his/ her being elected or nominated he/ she shall, if so, required by the University or the Institution, remain on leave with or without pay as may be admissible to him/her under the rules for the period he/she remains a member of such local body Legislature or Parliament.
- (c) The University or the Institution, as the case may be directs a teacher who has been elected or nominated to any local body, Legislature or Parliament to apply for leave for the whole or part of the period referred to in sub-rule (3) and the teacher shall comply accordingly;

Provided that the granting of any leave to a teacher, nominated to any local body, Legislature or Parliament shall not prejudice his/her right to promotion, increments or other benefits, if any, to which he/ she would have been entitled had he /she not proceeded on leave.

(3) UNAUTHORISED COMMUNICATION OR INFORMATION:

No teacher shall except in accordance with any general or special order of the University or the Institution, as the case may be, or in the performance in good faith or duties assigned to him /her divulge or communicate directly any official document or other information whatsoever to any teacher or to any other person to whom he /she is not authorized to divulge or communicate such documents or information.

(4) MISCONDUCT:

The following lapses would constitute misconduct on the part of a teacher:

- (a) Failure to perform academic duties such as preparation of lectures, demonstrations, assessment, guidance invigilation and all other work connected with the examination.
- (b) Gross partiality in assessment of students deliberately over marking, under marking or attempts at victimization on any grounds.
- (c) Inciting students against other students, colleagues or administration. This does not interfere with the right of a teacher to express his opinion on principles in seminars or other places where students are present.
- (d) Raising questions of caste, creed, religion, race or sex in his /her relationship with his / her Institution, colleagues and trying to use the above considerations for improvement of his /her prospects.
- (e) Refusal to carry out the decisions of appropriate administrative and academic bodies and/ or functionaries of the University. This will not inhibit his /her right to express his /her opinion on their policies or decision.

(5) TUITION/TRADE/BUSINESS/PROFESSION/OTHER EMPLOYMENT

No teacher shall engage himself/herself in the private tuition as defined in ordinance-69 A (21). No Teacher shall engage himself/herself in any trade or business or profession or undertake any other employment.

(6) BORROWING:

No teacher shall borrow money from his/her subordinate or students.

(7) CANVASSING OF NON OFFICIAL OR OTHER OUTSIDE INFLUENCE:

No teacher shall bring or attempt to bring any influence to bear upon any question in respect of matters pertaining to his/ her services.

(8) UNAUTHORISED COMMUNICATION OR INFORMATION:

No teacher shall enter into any pecuniary arrangement with any other teacher or student of the University or the Institution, as the case may be, so as to afford any kind of advantage to either or both of them in any unauthorized manner or against the specific or implied provisions of any rule of the time being in force.

(9) IMPROPER USE OF AMENITIES:

No teacher shall misuse or carelessly use amenities provided to him/her by the University or the Institution to facilitate the discharge of his/ her duties.

(28) THE POWER AND DUTIES OF THE PRINCIPAL/ DIRECTOR

The Principal/Director shall be the head of the College/Recognized Institution/Approved Institution and shall have the power.

- (i) To fix and define function of the members of the staff in the College/Recognized Institution/Approved Institution.
- (ii) To take appropriate action for the efficient working of College/Recognized Institution/Approved Institution.
- (iii) To control the staff of the College/Recognized Institution/Approved Institution and to enforce discipline in consonance with the conduct and disciplinary rules.

The duties of the Principal/Director shall be as follows:

- (i) To be the custodian of common seal, all records, service books of staff members (including his/her service book also), building, library and such other property of the College/Recognized Institution/Approved institution.
- (ii) To supervise the conduct of the examinations.
- (iii) To maintain books of accounts and get audited by the qualified auditor.
- (iv) To maintain service book of staff member (including his/her service book) and to make necessary entries in it.
- (v) To produce books of accounts, service books and other records to the Government and the University as and when asked by them.
- (vi) To prepare monthly pay bills of the staff and submit to the Government and in the case of Self Finance College/Institutions to the Management for monthly pay of staff.
- (vii) To send proposals to the Governments for scholarships for the students.
- (viii) To conduct official correspondence of the College/Institution with the State and Central Government, UGC, the University etc.
- (ix) To appoint adhoc non-teaching staff if required and pay his/her salary from the income of the student fees as prescribed by the University.
- (x) To perform such other duties as may be from time to time prescribed by the University and the Government.

O. 69-B:

Terms and Conditions of Service of Administrative Employees of Colleges affiliated to the Veer Narmad South Gujarat University.

- (1) The terms and conditions of service on which the administrative staff in the affiliated colleges can be appointed shall be as per the provisions of this Ordinance, provided that the provisions of this Ordinance shall not apply to Colleges or Institutions which are managed or fully maintained by the Central and/ or State Government and have adopted all the Service Rules together with all perquisites and benefits as per the Rules of Central or State Government. Any term or condition In service rules of any College which is not consistent with any provision made herein shall be null and void as against the employees to the extent of its inconsistency.
- (2) For the purpose of this Ordinance, unless subject or context requires otherwise the various terms used hereunder shall mean:
 - (i) "University" means the Veer Narmad South Gujarat University¹ Incorporated under the Veer Narmad South Gujarat University¹ Act, 1965.
 - (ii) "College" means a College affiliated to the Veer Narmad South Gujarat University¹ and which is run or maintained by a body other than the State and / or Central Govt.
 - (iii) "Employee" means a administrative employee of an affiliated College.
 - (iv) "Duty" includes service on probation provides that such service is followed by confirmation.
 - (v) "Managing Body " means a body managing the College.
 - (vi) "Pay means that amount drawn monthly or by any other period by the employees as substantive pay or officiating pay and also includes special pay and personal pay.
 - (vii) "Substantive Pay" means pay other than special pay or personal pay to which an employee is entitled on account of a post to which he has been appointed substantively.
 - (viii) "Officiating Pay " means the pay of a post held by an employee in absence of the employee who is appointed substantively on that post.

- (ix) "Special Pay" means an additional pay of employees, granted in consideration of :
 - (a) the special nature of the duties **or**
 - (b) a specific additional duty or responsibility.
- (x) "Personal Pay " means an additional pay granted :
 - (a) to an employee for loss of substantive pay in respect of a permanent post due to revision of pay or to any reduction of such substantive pay, otherwise than as a disciplinary measure;
or
 - (b) in exceptional circumstances on other personal considerations.
- (xi) "Permanent Post" means a post carrying a definite scale of pay sanctioned without any time limit.
- (xii) "Temporary Post" means a post carrying a definite scale of pay sanctioned for a limited time or for an indefinite time but not on permanent basis.
- (xiii) "Probationer" means a college employee employed on probation against a substantive or a temporary vacancy.

(3) Letter of appointment:

It shall be incumbent on every College/ Management to give a written appointment letter to every full time administrative employee, where in the designation, pay scale, starting salary along with allowances, date of appointment and nature of appointment i.e. Temporary, Probation or Permanent shall be invariably stated. The appointment made temporarily but not for specific time period will be considered as appointment on probation.

A copy of the terms and conditions of service of a non-teaching employee shall invariably be given by the College/ Management to every employee along with his/ her appointment letter. The employee concerned shall deliver a duly signed acceptance letter to the College/ Management within the period specified in the letter of appointment. He/ She will also acknowledge the receipt of a copy of service rules.

An employee who accepts an appointment shall join the College on the date specified in the appointment letter. If he/ she fails to do so, without any reasonable ground and if this fact is reported to the University by the College/ Management, the Registrar shall, after due inquiry notify his/ her name to all other Colleges affiliated to this University.

(4) Probation Period:

- (i) No person appointed as a full - time or part - time employee in a College or recognised institution shall be required to put in more than two year's service on probation before he / she is confirmed, A letter of confirmation shall be issued to an employee at least one month before the expiry of the period of his/ her probation.

In case a Management / College does not issue such a letter of confirmation as mentioned herein, he / she shall be deemed to have been confirmed in his / her service.

- (ii) Every employee shall be entitled to get the increment during the period of probation.

(5) Scale of Pay:

The scale of pay of the employees of various cadres in the service of College shall be as shown in Appendix - 'A' and shall automatically stand revised with any further revision of pay scale done by the State Government from time to time.

In addition to the pay shown in Appendix - 'A' the employees shall be paid Dearness Allowance, House Rent Allowance and Local compensatory Allowance at rates admissible to the State Government employees from time to time.

Date of Increment:

The Date of increment for an employee will be the first date of respective month of appointment after completing a year. If he / she Is promoted, the increment on new post will fall on first date of the month of appointment after completing a year.

(6) Strength (Mahekam) & Minimum Qualifications:

(i) The minimum strength (Mahekam) of the staff for College office, Laboratory, Library and other work of the College shall be as per Appendix- B1, C1 and D1 with effect from 1-4-1977 respectively.
(Appendix - B1, C1 & D1)

(II) The minimum qualifications for the various cadres shall be as per Appendix-'E', provided that no employee who is employed before the provision of this Ordinance comes into force can be relieved on account of any deficiency in his/ her qualifications. For the vacant higher posts of a College / Colleges under the same Management all the employees of the colleges under that management will make a pool and the Senior-most employee will be promoted to the vacant higher post.

If the Senior - most employee expresses his / her in willingness for promotion the next Senior employee will be promoted. The employee who denies the offer in writing loses his right for promotion on that post for that turn only. **(Appendix - E1)**

(iii) The promotion for the post of Junior Clerk and Jr. Clerk - Cum -Typist from the existing staff members of Class-IV shall be made directly according to the promotion rules framed by the University provided, if he/she possesses minimum qualifications as prescribed in Appendix-E1 and proved merits and efficiency for the post of Junior Clerk - cum Typist.

(7) Resignation by an Employee:

(i) An employee may resign from the service of the College on his / her giving one month's notice if he / she is a temporary employee or an employee on probation and three month's notice, if he / she is a confirmed employee.

(ii) If notice falls short of the requisite period, the management will have an option either to say that the notice is not valid; or to waive the short fall in the period of notice on payment by the employee of an amount equal to his/her salary and allowances for the period by which the notice falls short of the requisite period. The Management shall exercise this option within ten days of the receipt of notice from the employee. If the Management fails to exercise this option within the time specified above, it will be deemed that the Management have waived the short-fall in the period of notice and it will be entitled only to claim the amount mentioned above.

(8) Deleted.

(9) Removal from service: (Amended)

(1) No employee shall be removed from service by the Management except on one or more of the following grounds and except in accordance with the procedure prescribed here under:

- (i) Misconduct or gross negligence of duty;
- (ii) Incompetence;
- (iii) Moral turpitude;
- (iv) Engage in private tution, trade, business or profession.
- (v) Use of unfair means at university or college examination.

- (2) The chargesheet shall be communicated by the management to the employee, together with the statement of the allegations on which each charge is based and together with the copies of the documents in support of each charge is based and framed.
- (3) The employee shall be given reasonable time but not less than fifteen days after receipt of the chargesheet by him/her to submit written statement of his/her defense. On a consideration of the written statement submitted by the employee concerned, if Management arrives to a conclusion that the explanation given by the employee is satisfactory and his/her written statement is acceptable to the Management, the chargesheet given to the employee concerned shall be withdrawn by the Management.
- (4) On the consideration of the written statement submitted by the employee concerned, if the Management arrives to a conclusion that the explanation given by the employee concerned is not satisfactory and his/her written statement is not acceptable or he/she does not submit written statement in time limit allowed by the Management and if the Management desires to hold inquiry against the concerned employee, an inquiry shall be conducted by the member of the senate to be nominated by the Management. The Inquiry Officer so nominated shall not be an employee of the Management or shall not be connected with the Management in any manner and shall not be below the rank of the concerned employee.
- (5) If, in the opinion of the Management, the charge or charges is / are of such a nature that the presence of employee will be prejudicial to the working of the inquiry and the working of the College/ Institution, the Management may place him/her under suspension, pending the inquiry till final orders are passed, with prior permission of the Vice Chancellor of the Veer Narmad South Gujarat University. Application for seeking permission and the facts of such proposed suspension together with the grounds therefore, shall be submitted by the Management to the Vice Chancellor. The decision on the said application, shall be communicated by the Vice Chancellor to the Management and the concerned employee within the period of fifteen days from the date of the receipt by the Vice Chancellor of such application. No permission for proposed suspension shall be granted against the employee unless such an employee has been given a reasonable opportunity of being heard. Where the Vice Chancellor fails to communicate decision on the application within a period of 15 days from the date of the receipt of the such an application, the application for proposed action of the suspension shall be deemed to have been rejected by the Vice Chancellor. If the permission for the suspension of the concerned employee is granted by the Vice Chancellor, the Management may pass an order for the suspension of the concerned employee of the College/Institute pending inquiry to be held against him/her.
- (6) During the period of the suspension, the employee shall be entitled to draw a subsistence allowance at half the rate of his/her pay last drawn. He/she shall also be granted other allowances admissible to an employee on the pay, equal to the subsistence allowance.
- (7) The Inquiry Officer shall hold the inquiry with due expedite and shall make his/her report within three months from the date of receipt of his/her appointment or within further time as may be extended by the management and shall submit to the Management. But time shall not be extended more than three months.
- (8) The inquiry shall be conducted in accordance with the principles of natural justice.

- (9) The Management may appoint presenting officer for the inquiry proceedings. The presenting officer can take help of one clerk at the inquiry. The employee concerned may appoint one person as "Mitra Madadnish" to present his/her case, who can present the defense of the concerned employee and do all work on behalf of the concerned employee at the inquiry. No party will be represented by a lawyer. But where there are complicated questions of facts and law a involved, the Vice Chancellor may permit the concerned employee to represent him/her by a lawyer. The Inquiry Officer can be assisted by the one clerk/computer operator/stenographer and one peon at the inquiry. Except above said persons, no unauthorised persons shall be permitted to remain present at the said inquiry.
- (10) At the said inquiry the Management may lead documentary evidence in support of the charge/charges framed against the employee. In that case, copies of the said documents shall be supplied to the employee before the commencement of recording of evidence.
- (11) At the inquiry, the Management shall be entitled to call witnesses and may lead oral evidence. The employee shall be entitled to cross-examine them by him/her or his/her representative (Mitra Madadnish) or his/her lawyer (if his/her appointment is permitted by the Vice Chancellor).
- (12) At the inquiry, after completion of evidence of the Management, the employee shall be entitled to produce documentary evidence, if he/she so desires. If he/she submits docurmentary evidence to the Inquiry Officer, the copies of the said documents shall be supplied to the presenting officer of the Management. At the inquiry the employee shall be entitled to call witnesses and may lead oral evidence. The presenting officer of the management shall be entitled to cross-examine them.
- (13) At the inquiry, after completion of evidence of the parties, both the parties will be entitled to submit oral and or written arguments.
- (14) At the inquiry, on the each day of hearing, proceedings (Rojkam) shall be recorded and signed by the inquiry officer and counter signed by the both the parties all oral objections raised by the parties shall be recorded in proceedings (Rojkam) and all written applications and written objections submitted by the parties and the decision of the Inquiry Officer on them shall be noted in the proceedings (Rojkam) and shall be part of the record of the inquiry. The copies of the applications and written objections and any other documents submitted to the Inquiry Officer shall be given to other side. And at the end of hearing on each day, the copy of the proceedings (Rojkam) along with the copies of the statements recorded of witnesses on the said day, shall be given to the both the parties.
- (15) At the end of the inquiry, the Inquiry Officer shall submit the report to the Management and shall supply it to the employee also.
- (16) On consideration of the report made by the Inquiry Officer and the findings recorded by him, if the Management comes to the conclusion that the charges are not proved or that employee need not to be removed from service, the order of suspension, if any, shall stand terminated and the employee shall be asked to resume his/her duties and he/she shall also be paid the difference between his/her full salary including all allowances which he/she would have received, if he/she was not suspended and the actual amount paid to him/her as subsistence pay and allowances there on.
- (17) On the consideration of the report made by the Inquiry Officer and the findings recorded by him, if the Management arrives at a provisional conclusion that the employee concerned should be removed from service, the Management shall supply a copy of the said report and issue show

cause notice to him/her for reply, within a reasonable time but not less than 15 days or such other time as may be extended and allowed by the Management, against the proposed removal.

- (18) Any representation submitted by the employee in reply to the above said notice shall be taken in to consideration by the Management, and if no representation is submitted by the employee, the within stipulated time as may be allowed by the Management, the Management shall proceed to consider the report of the Inquiry Officer. On consideration of the report and representation if submitted by the employee, the Management arrives at a final conclusion that the employee concerned should be dismissed or removed or reduced in rank or his/her service be otherwise terminated, the Management shall submit the proposal of the action to be taken against the concerned employee to the Vice Chancellor for his approval or disapproval within fourteen days of his/her representation submitted by the concerned employee.
- (19) The Vice Chancellor shall as soon as possible, thereafter inquire into the matter in such a manner as he may deem fit. The Vice Chancellor shall hear the concerned employee before passing any order. The Vice Chancellor shall communicate in writing the approval or disapproval of the proposal to the Management within stipulated period of forty five days from receipt of the proposal of the Management of proposed action.
- (20) If the Vice Chancellor disapproves the proposal, the employee concerned shall be continued in the service. If the Vice Chancellor approves the proposed action, the Management may pass an order as per the proposal they made and if the Vice Chancellor does not communicate approval or disapproval within the stipulated period of forty five days, the proposal shall be deemed to have been approved by the Vice Chancellor, and the management may pass an order as per the proposal they made.
- (21) Aggrieved by the decision of the Vice Chancellor, the Syndicate and the Management, the employee may make an appeal to the Service Tribunal or challenge it in to the High Court or the Supreme Court.

(10) Provident Fund :

- (i) Members of the administrative staff in a College who have been in service, should receive the benefit of a scheme for Contributory Provident Fund. The Management shall frame a scheme which shall provide for the minimum requirement laid down in the Provident Fund Act, 1925 as amended from time to time. The Management shall get such Scheme directly approved from the Government and convey the approval of the Government to the University.
 - (a) Every employee shall become a subscriber to the Provident Fund. The subscription shall be at the uniform rate of one twelfth of the basic pay, for the month.
 - (b) Any whole - time officer of other employee of the College, temporarily appointed in the first instance and subsequently confirmed in the same appointment may, by a resolution of the College Management be admitted to the benefits of the College Provident Fund from the date of his temporary appointment, Provided that there has been on break or interval between the termination of the temporary appointment and the Commencement of the permanent appointment, irrespective of the appointment being probationary or otherwise.

Members of the administrative staff in a college who have opted for the pension scheme or who are automatically governed by the Pension Scheme a shall be entitled to the benefits of the Pension Scheme including the family pension, Gratuity & General provident fund according to the rules of the Gujarat State Government applicable to its employees from time to time.

Contribution to the Fund:

- (ii) Subscription to the fund shall be at one uniform rate of one twelve the of the salary of the subscriber. In the case of an employee of the College, employed under a specific agreement, the rate shall be provided for in the agreement, and shall not exceed six and one-fourth percent of the salary. Such subscription shall be deducted monthly from the salary of the subscriber and the amount so deducted shall be paid to the College Provident Fund to the credit of the subscriber. Servant on leave of any kind may, with the permission of the Management discontinue his subscription to the Provident Fund or pay them at such rate not exceeding the uniform rates as may be determined by the College Management.
- (iii) The College contribution to the Fund shall be equal to the subscriber's subscription and shall be made every month.

Deduction from the Fund:

- (iv) When the amount standing in the fund to the credit of a subscriber who has been dismissed from the service of the College for misconduct becomes payable, the College Management may direct that the whole or any part of the contribution of the College, and of any interest accrued thereon, be deducted from the amount standing to the credit of the subscriber and be paid to the College.
- (v) When the amount standing in the fund to the credit of a subscriber becomes payable the College management may direct that any amount due under a liability, incurred, by the subscriber to the College up to the total amount of the contribution paid by the College with interest thereon, be deducted from the amount standing to the credit of the subscriber and be paid to the College.
- (vi) When the amount standing in the fund to the credit of a subscriber who has resigned his service in the College before completing five years continuous service becomes payable, the College Management may direct that the whole or any part of the contribution of the College, and of any Interest accrued thereon be deducted from the amount standing to the credit of that subscriber and be paid to the College.

Payment from the Fund:

- (vii) Subject to any deduction, under Clause (4) to (6) the amount standing in the fund to the credit of a subscriber shall become payable. :
 - (a) on the death of the subscriber before quitting the service; or
 - (b) on the subscriber's ceasing to be in the service of the College.
- (viii) Subscriber's account shall be closed :
 - (a) on the day after the date of his death; or
 - (b) from the day on which he ceases to be in the service of the College.

No contribution on interest shall be credited in respect of any period after the date on which the account is closed,

Loans to Subscribers:

- (ix) Advances may be granted to a subscriber from the amount standing to his credit in the fund at the discretion of the Chairman of the Management, subject to the following conditions:
 - (a) No advance shall be granted unless the Chairman of the Management is satisfied that the applicant's economic circumstances justify it and that it will be spent on the following object or objects:
 - (A) To pay expenses in connection with the prolonged or serious illness, of the applicant or any person actually dependent on him.
 - (B) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him.

- (C) to meet the cost of education of the applicant or any person actually dependent on him.
 - (D) To pay obligatory expenses on a scale appropriate to the applicant's status which by customary usage the applicant has to incur in connection with marriages, funerals or other such social ceremonies.
 - (E) to construct or acquire a house or land for his house or to undertake major repairs to his own house once In five years.
 - (F) to purchase a vehicle for, his own use.
- (b) An advance shall not, except for special reasons exceed six months pay and shall in no case exceed the amount of subscription and interest thereon standing to the credit of the subscriber in the fund.

Note: For the purpose of this rule pay does not include dearness allowance or pay.

- (c) An advance shall not, except for special reasons, be granted until at least three months, after the final repayment of all previous advances together with interest thereupon.
- (d) An advance shall be recovered from the subscriber in such number of equal monthly installments as the sanctioning authority may direct, but the number of such installment shall not exceed twenty - four in all.

A subscriber may at his option make repayment in a smaller number of installment.

- (e) Recovery shall commence with the issue of pay for the month following the one in which the advance was drawn. (Recovery shall not be from a subscriber who is under suspension).

Recoveries made shall be credited to the account of the subscriber in the fund.

- (f) Final withdrawal may be sanctioned under following conditions:
 - (A) After the completion of twenty years of service of a subscriber or within ten years before the date of the retirement, whichever is earlier, for one or more of the following purposes?
 - (a) Meeting the expenditure in connection with the marriage of a son or of a daughter of the subscriber.
 - (b) Building or acquiring suitable house for his residence including the cost of the site, or reconstruction or making additions or alterations to a house already owned or acquired by a subscriber.
 - (c) A subscriber who has availed himself, herself of an advance under the scheme of the Ministry of Works, Housing and supply for the grant of advances for house building purposes, shall be eligible for the grant of final withdrawal and also for the purpose of repayment of any loan taken under the aforesaid scheme.
 - (B) Any sum withdrawn by a subscriber at any one time for one or more of the purposes mentioned above, shall not ordinarily exceed one half of the amount standing at his / her credit or twelve month's pay whichever is less. The sanctioning authority may however, sanction the withdrawal of an amount in excess of the said limit up to 3/4 of the balance to his credit in the fund (subscription only) with due regard to the object for which the withdrawal is being made, the status of the subscriber and the amount to his / her credit in the fund.

- (C) A subscriber who has been permitted to withdraw money from the fund shall satisfy the sanctioning authority within a reasonable period as may be specified by the authority that the money has been utilized for the purpose for which it was withdrawn.

Declarations and Withdrawal:

- (x) Each subscriber, on joining the fund, shall furnish a nomination in Form - A (given below) showing how he wished the amount to his credit in the fund to be disposed of on his death, provided that if he has a family or at any time after joining the fund acquires a family, he shall be precluded from nominating a person, who is not a member thereof. Such nomination may at any time be revoked by the subscriber and / or replaced by a fresh nomination. A nomination shall be operative only on being received by the College.

FORM - A

I hereby declare that I wish, in the event of my death the amount to my credit in the Provident Fund to be distributed among the persons mentioned below in the manner shown against their names :

Name & Address of the nominee or nominees 1	Relationship, if any with the subscriber 2	whether major or minor, If minor state the age 3	amount of Share of P.Fund 4

Place :

Date :

Two Witnesses Signature.

Signature of Subscriber.

Note: Any sum payable under these rules to a member of the family of a subscriber vests in such member under sub -section (2) of Section 3 of the Provident Fund Act, 1925.

- (xi) Subject to any deduction on the death of a subscriber before quitting the service :
- (a) When the subscriber leaves a family:
- (A) if nomination made by the subscriber in favor of a member or members of his family, subsists, the amount standing to his credit in the fund, or the part thereof to which the nomination, relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.
- (B) if no such nomination in favor of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the fund, the whole amount or the part thereof to which the nomination does not relates, as the case may be, shall notwithstanding any nomination purporting to be in favor of any person or persons other than member or members of his family become payable to the members of his family in equal shares.
- (b) When the subscriber leaves no family, if a nomination made by him in favor of any person or persons subsist the amount standing to his credit in the fund or the part thereof to which the nomination relates, shall become payable to his nominee in the proportion specified in the nomination.

Note:1 When a nominee is a dependent of the subscriber as defined in Clause (c) of Section 2 of the Provident Fund Act, 1925 the amount vests in such nominee under sub - section (2) of Section 3 of the Act.

Note:2 When the subscriber leaves no family and no nomination made by him in accordance with the provisions of , clause (10) subsists; or if such nomination relates only to part of the amount standing to his credit in the fund. The relevant provisions of clause (b) and sub clause (ii) of clause (c) of sub - section (I) of Section 4 of the Provident Fund Act. 1925 are applicable to the whole amount or part thereof to which the nomination does not relates.

- (xii) Following persons shall be held to constitute a subscriber's family viz., his wife or wives and children and the widow or widows and the children of a deceased son, and also the husband in case of the subscriber being a married woman.
- (xiii) Every subscriber shall be bound by these rules and shall sign an agreement in Form B given after Clause (14) below.
- (xiv) The College may, from time to time issue such general or special directions as are consistent with the relevant rules as to -
 - (a) The conduct of the business of the fund :
 - (b) any matter relating to the fund or its management or the investment of the fund, or the privileges of the subscribers not herein expressly provided for :

OR

Vary or cancel any rules made or directions given by them.

FORM - B
FORM OF AGREEMENT

I hereby declare that I have read the College Provident Fund rules and that I agree to be bound by them.

Name in Full : _____ Date day of 19 at _____

Date of Birth : _____

Date of joining appointment : _____

Nature of appointment : _____

Salary per men sum : Rs. _____

Signature : _____

Witness : _____ Name : _____ Address : _____ Occupation: _____

Witness : _____ Name : _____ Address : _____ Occupation: _____

Management of the Employee's Provident Fund:

- (xv) The amount in hand to the credit of the fund shall be deposited as per the directives of State Government from time to time.
- (xvi) The College shall cause to be maintained proper accounts relating to the fund, showing the amount for the time being, to the credit of each subscriber, and the general state of the fund, In such form as it may, from time to time, prescribed.
- (xvii) Each subscriber will be given credit for the interest earned for the amount standing to his credit as per decision of the Government from time to time.
- (xviii) The amount of interest earned of the investments made and on loans to subscribers during the year may be distributed to the subscribers every year at the rate to be decided by the College Management. The College Management may deduct % of the interest income for expenses incurred by the College in operation of the Fund.
- (xix) The term " Salary " shall mean basic salary and officiating pay only.

- (xx) The amount withdrawn by any depositor together with such interest as would have accrued on the sum had it not been withdrawn, shall be recovered by such number of monthly installments not exceeding twenty - four as the Chairman of the college management fix and shall be recovered by deductions from the salary paid by the College to the depositor. The first of such deductions shall be made from the first payment of a full month's salary after the depositor has withdrawn the sum to be refunded. The amount of such installments shall be fixed in round numbers and the last installment shall cover the entire balance then to be refunded by the subscriber. But a subscriber may, at his option, pay an additional sum above the amount of the installment fixed in round figures; provided, however, that the interest due may be recovered in two further installments.

(11) Rules regarding Gratuity:

The employees of the College / Colleges run by the same management be paid gratuity as per rules:

- (i) No gratuity shall be payable to an employee dismissed from service for misconduct.
- (ii) Gratuity shall be paid on the death, retirement, on becoming physically and mentally permanent disabled during the service period, resignation or termination of service, at the rate of $\frac{1}{2}$ month's basic salary (excluding all allowances) for each completed year of service, on completion of 15 years' service. The total amount of the gratuity shall be a maximum of 20 months' salary or Rs. 30,000/- whichever is less.
- (iii) Salary for the purpose of gratuity under (ii) above all mean the average basic salary drawn by the employee during the twelve month's period of active service immediately preceding death, retirement, resignation or termination of service, as the case may be, and that part of the Dearness Allowance and/or Additional Dearness Allowances that may be admissible as salary by the Government of Gujarat for the purpose of determining the pension to its employees from time to time.

The above new clause shall come-into effect from 1-4-1977 retrospectively. The Management shall frame a scheme which shall provide for the minimum requirement laid down in the Provident Fund Act, 1925 as amended from time to time. The Management shall get such scheme directly approved from the Government and convey the approval of the Government to the University.

- (a) Every employee shall become a subscriber to the Provident Fund. The subscription shall be at the uniform rate of one twelfth of the basic pay, for the month.
- (b) Any whole - time officer or the other employee of the College, temporarily appointed in the first instance and subsequently confirmed in the same appointment may, by a resolution of the College Management be admitted to the benefits of the College Provident Fund from the date of his temporary appointment provided that there has been no break or interval between the termination of the temporary appointment and the commencement of the permanent appointment, irrespective of the appointment being probationary or otherwise.

(12) Leave & Holidays:

- (i) Every administrative employee shall be given one holiday and one another day as half working day per every week. They may be given other public holidays as may be decided by the management of the college. The Principal of the College will have power to call a administrative employee on duty on a holiday or to ask an employee to work for a full day or a half working day. In such a case compensatory holidays will be given to the employees in lieu of the duty performed on a holiday or half working day.
- (ii) No leave can be claimed as a matter of right, but it be granted according to the exigencies of service.
- (iii) The Principal of an affiliated college will sanction leave to the members of the administrative staff of the College.

I. CASUAL LEAVE

- (1) Every temporary confirmed employee of an affiliated College or a recognized institution will get 15 days' Casual Leave in a calendar year, subject to a maximum of 8 days at a time.
- (2) Sundays or weekly holidays in lieu thereof, if any, and public holidays may be allowed to be enjoyed in conjunction with any spell of Casual leave whether by prefixing or suffixing or both any sunday or weekly off, in lieu thereof, or a public holiday falling within a period of casual leave should not be counted as a part of casual leave.
- (3) A new employee will be entitled to such leave commensurate with the period of his appointment during the year, even though he may not have actually earned it at the time of his going on leave. If he fails to complete the full period of appointment, proportionate deduction will be made from his salary at the time of last payment.
- (4) An employee proceeding on such leave is entitled to full pay including work and conveyance allowances, if any, during the period of such leave.

Special Casual Leave

- (i) In addition special casual leave to the extent mentioned below may also be granted.
 - (a) to undergo sterilization operation (Vasectomy or Salpingectomy) under Family Planning Programme. Leave in this case will be restricted to two working days.
 - (b) to a female employee who undergoes non - poorer - porale - Sterilization leave in this case will be restricted to fourteen days.

Note: Special Casual leave cannot be accumulated nor can it be combined with any other kind of leave except casual leave. It may be granted in combination with holidays or the vacation.

* The above new provision is added by the Syndicate at its meeting held on 10-6-1981.

II. EARNED LEAVE

- (1) Every permanent employee in an affiliated college or a Recognised Institution shall be entitled to one month's earned leave for every eleven month's active service or one day for eleven days of active service.
- (2) The employee shall be entitled to full pay during such leave.
- (3) An employee shall not be entitled to earn earned leave for the period which he enjoy as earned leave.
- (4) Earned leave can be joined with Sick Leave, If any.
- (5) The Earned leave will accumulate up to period not exceeding one hundred and eighty days.

- (6) Earned leave admissible to employees on probation or to temporary employees will be one twenty - second of the period spent on duty during such period, but employees on probation shall on confirmation, be entitled to a credit of additional one - twenty second of the period spent on duty, during probation in their leave account.
 - (7) The period spent on earned leave shall count for increment.
- Note:** Pay includes all allowances excluding work and conveyance allowances, if any.

III. SICK LEAVE:

- (1) Sick leave shall be given to a confirmed employee of an affiliated Colleges or a Recognized Institution at the rate of 15 days full pay and 30 days half pay for one year's active service, provided that a medical certificate is produced from a Registered Medical Practitioner.
 - (2) This leave can accumulate up to period, but no employee shall be entitled to more than 12 month's sick leave at time.
 - (3) This leave can be joined with earned leave.
 - (4) A person returning from sick leave on medical grounds shall have to produce a certificate of physical fitness from a Registered Medical Practitioner before resuming his duties.
 - (5) The, period spent on sick leave shall count for increment.
 - (6) Employee appointed on a temporary basis shall not be entitled to such leave.
- Note:** Pay includes all allowances excluding work and conveyance allowances, if any.

IV. EXTRAORDINARY LEAVE:

- (1) Extraordinary leave may be granted to any employee in an affiliated college or a recognized institution on his submission in writing of an application for such leave.
 - (a) When no other leave is by rule admissible. **OR**
 - (b) When other leave is admissible, but the employee applies in writing for the grant of extraordinary leave.
- (2) Except in the case of a permanent employee, the duration of extraordinary leave shall not exceed three months on any one occasion.
- (3) The authority empowered to grant leave may commute retrospectively periods of absence without leave into extraordinary leave.
- (4) An employee proceeding on extraordinary leave shall not be entitled to any leave salary or allowance.

V. MATERNITY LEAVE:

A confirmed female employee who has put in more than two years continuous service shall be entitled to Maternity Leave on full salary with allowances for a period of three months from the date of the commencement of the leave.

A confirmed female employee shall not be entitled to Maternity Leave more than once every two years and not more than twice during her whole service. Such leave shall not be permissible to a female employee who already has two existing children.

Except In cases mentioned above, no Maternity Leave will be admissible.

Note: Leave under this clause shall also be admissible in cases of miscarriages.

VI. DUTY LEAVE:

The College or Institution should grant leave on duty to its respective employee who are the office bearer of their Association/Union for representing the case to the authorities.

The employee will get duty leave to perform duties of his/her College and University.

VII. SURRENDER LEAVE:

- (1) An employee who has a balance of earned leave during the period of two years to the extent of not less than 30 days shall, at his option be permitted to surrender such leave, if he desires to do so in which case he shall be entitled to his full basic salary, dearness allowance and local compensatory allowance only as per rules.
- (2) However, the amendments made by the Government from time to time for the surrender of leave shall be binding to the management.

(13) Conditions of Service: (amended):

- (i) No employee in an affiliated college shall engage directly or indirectly in any trade or business or undertake any other employment provided that an employee of an affiliated college or recognized institution may, undertake honorary work of a social and charitable nature or occasional work of literary, artistic or scientific charitable nature or occasional work of literary, artistic or scientific character subject to the condition that this official duties do not thereby suffer; but he shall undertake or shall discontinue such work if so directed by the Management.
- (ii) No employee in an affiliated college shall be required to obtain the previous permission of the Management for writing, translating, editing books, participating in the programme of All India Radio and accepting remuneration for the same but he shall furnish information in this regard when demanded by the Management.
- (iii) An employee in an affiliated college may not unless generally or specially empowered in writing by the Management or principal In this behalf, communicate directly or indirectly to other employees of the affiliated college or non - official person or to the press, any document or information, which has come into his possession in the course of his duties, or has been prepared or collected by him in the course of those duties, whether from official sources or otherwise.
- (iv) No employee of an affiliated college shall publish or cause to be published any statement of fact or information, which may, embarrass the authorities of his college.
- (v) No employee of an affiliated college shall become a member of any political party or organization that has been declared by the Government as unconstitutional or unlawful.
- (vi) The date of compulsory retirement of an employee in the affiliated college or a recognized institution is the date on which he attains the age of sixty years.
- (viii) Benefits of Medical and Leave Travel etc.

The Medical benefit and Leave Travel benefits shall be given to the employees of the colleges as per norms laid down by the State Government (Vide Resolution No. BMS/1179-A-5535-G, Dt. 5-3-1980) from time to time.

If an employee while on duty sustains physical injury on account of accident which he/she could not have avoided with reasonable care and caution he/she shall be fully reimbursed for the such injury and his/her absence from the duty during the period of recovery shall be treated as a Special Duty Leave with full pay till he/she is declared medically fit to resume duties.

- (14) Restriction to work for the Agency Managing the College: The service of the Administrative staff of the College shall not be utilized for the work pertaining to the agency managing the college.

(The above Clause - 14 is newly added by the syndicate at its meeting held on 10 - 6 - 1981)

APPENDIX - ' A '

Pay scale for the various categories of Administrative Employees in the affiliated College:

Post	Revised Pay Scale
1. Office Superintendent	Rs. 500-25-65Q-EB-25-75Q-3Q-900.
2. Head Clerk	Rs. 425-15-500-EB-15-560-2Q-600-EB-20-700.
3. Librarian	Rs. 55Q-25-750-EB-30-900.
4. Accountant	Rs. 425-15-500-EB-15-560-20-6QO-E6-20-700.
5. Senior Clerk	Rs. 330-10-380-EB-EB-12-440-EB-15-560.
6. Accounts Clerk	Rs. 330-10-380-EB-12-440-EB-15-560.
7. Store Keeper	Rs. 330-10-380-EB-12-440-EB-15-560.
8. Senior Typist	Rs.260-6-308-EB-6-326-8-350-EB-8-390-10-400. *(Special Pay be given at the rates prescribed by the Government.)
9. Cashier	Rs. 260-6-3Q8-EB-6-326-8-350-EB-8-390-10-400. *(Special pay to be given)
10. Library Clerk	Rs. 260-6-308-EB-6-326-8-350-EB-EB-390-10-400
11. Laboratory Assistant	1. Rs. 260-8-308-EB-8-340-390-EB10-430 (for S.S.C. and Higher Qualification.) 2. Rs. 260-6-308-EB-6-326-8-350- (For others)
12. Junior Clerk	Rs. 260-6-308-EB-326-8-350-EB-8-390-10-400
13. Electrician / wireman	Rs. 260-6-308-6-326-8-350
14. Gas Mechanic	Rs. 350-1 2-41 O-EB-1 2-470-EB-15-56Q
15. Plumber	Rs. 260-6-308-EB-6-326-8-350-EB-8-390-10-400
16. Head Peon	Rs. 200-3-206-4-250
17. Peon	Rs. 196-3-232
18. Library Attendant/Mali/ Chowkidar/ Duplicating Machine man.	

Note: Sr.No. 16 to 18 Washing allowance be given at the rates prescribed by the Government (Special pay be given at the rates prescribed by the Government)

APPENDIX - " B "

બિનસરકારી વિનયન, વિજ્ઞાન, વાણિજ્ય, કાનૂન તથા શિક્ષણ વિદ્યાશાખાની કોલેજોમાં કોલેજ કાર્યાલયમાં જરૂરી કર્મચારીઓનું મહેકમ (સેટઅપ) કેટેગરી : કલાર્કસ - લાઈબ્રેરિયન

વિદ્યાર્થી સંખ્યા	ઓફિસ સુપ્રિન્ટેન્ડન્ટ	હેડ કલાર્ક	હિસાબનીશ	સિ. કલાર્ક એકાઉન્ટસ કલાર્ક સ્ટોર કીપર	જુનિયર કલાર્ક અગર જુનિયર કલાર્ક કમ ટાઈપીસ્ટ કેશિયર, લાઈબ્રેરી કલાર્ક	લાઈબ્રેરિયન	રીમાર્કસ
	રૂ. ૫૦૦-૮૦૦ Rs. 6500-200-10500	રૂ. ૪૨૫-૭૦૦ Rs. 5000-150-8000	રૂ. ૪૨૫-૭૦૦ Rs. 5000-150-8000	રૂ. ૩૩૦-૫૬૦ Rs. 4000-100-6000	રૂ. ૨૬૦-૪૦૦ Rs. 3050-75-3950-80-4590	રૂ. ૫૫૦-૮૦૦ Rs. 10000-325-15200	
૧ થી ૨૫૦	-	-	-	૧	૨	૧	૪
૨૫૧ થી ૪૦૦	-	-	-	૨	૨	૧	૫
૪૫૧ થી ૬૫૦	-	૧	-	૨	૨	૧	૬
૬૫૧ થી ૮૫૦	-	૧	૧	૨	૨	૧	૭
૮૫૧ થી ૧૦૫૦	-	૧	૧	૨	૩	૧	૮
૧૦૫૧ થી ૭૫૨	૧	૧	૧	૩	૩	અ	૧૦

APPENDIX - " C "

બિનસરકારી વિજ્ઞાન કોલેજોમાં પ્રયોગશાળા માટે જરૂરી કર્મચારીઓનું મહેકમ (સેટઅપ) દર્શાવતું પત્રક

લેબોરેટરીની સંખ્યા	રસાયણ વિભાગ				જીવશાસ્ત્ર વિભાગ				રીમાર્કસ			
	લેબો. આસિ.	સ્ટોર કીપર	ગેસ મિકેનીક	પટાવાળા, લેબો. એટેન્ડન્ટ, હમાલ	લેબો. આસિ.	ઈલેક્ટ્રી શિયન	પટાવાળા, લેબો. એટેન્ડન્ટ, હમાલ	લેબો. આસિ.		પ્લાન્ટ કલેક્ટર	પટાવાળા, લેબો. એટેન્ડન્ટ, હમાલ	માળી
દરેક વિષયની જેટલી લેબોરેટરી હોય તેટલા લેબ. આસિ. ની તેમજ પટાવાળાની જગ્યા રાખવી. (લેબોરેટરીની) ક્ષમતા ૬૦ વિદ્યાર્થીની એક એ પ્રમાણે ગણતરી કરવાની રહેશે.	૧	૧	૧	૧	૧	૧	૧	૧	૧	૧	૧	જીવશાસ્ત્ર વિભાગમાં પ્લાન્ટ કલેક્ટરની જગ્યા મંજૂર રાખવી અથવા પ્લાન્ટ મેકરની

APPENDIX - "D"

બિનસરકારી વિનયન, વિજ્ઞાન, વાણિજ્ય, કાનૂન અને શિક્ષણ વિદ્યાશાખાની
કોલેજોમાં ચોથા વર્ગના કર્મચારીઓનું મહેકમ (સેટ અપ) દર્શાવતું પત્રક

વિદ્યાર્થીની સંખ્યા	પ્રિન્સિપાલની કચેરી	ઓફિસ	લાઈબ્રેરી	પાણીવાળા	સફાઈ કામદાર	ચોકીદાર	કુલ	રિમાર્ક્સ
૧ થી ૧૦૦૦	૧	૨	૧	૧	૧	૨	૮	૧. એક કરતા વધારે મકાનમાં કોલેજ બેસતી હોય તો સફાઈ કામદાર તથા ચોકીદારની સંખ્યા મકાનની સંખ્યા જેટલી રાખવી. ૨. ૨ ચોકીદારમાં એક દિવસ માટે અને એક રાત માટે રાખવા ૩. દર પાંચ ચતુર્થ (૫ થી ૪) વર્ગના કર્મચારીદીઠ એક ધ્યુન રાખી શકાશે.
(૧૦૦૦ થી વધુ સંખ્યા હોય તો આફિસ, લાઈબ્રેરી તથા પાણીવાળા માટે એક એક વધારાના પટાવાળાની જગ્યા મંજૂર રાખવી	---	૧	૧	૧	---	---	૩	

APPENDIX - "E"

સંલગ્ન બિનસરકારી વિનયન, વિજ્ઞાન, વાણિજ્ય, કાનૂન અને શિક્ષણ વિદ્યાશાખાની
કોલેજોના બિનશૈક્ષણિક કર્મચારીઓની જગા માટેના ન્યુનતમ લાયકાત ધોરણો

ક્રમ	કક્ષા	ન્યુનતમ લાયકાત / અનુભવ
૧	૨	૩
૧	ઓફિસ સુપરિન્ટેન્ડેન્ટ	સ્નાતક પદવી સાથે પાંચ વર્ષનો કોલેજ ઓફિસ કામનો અનુભવ અથવા દશ વર્ષનો કુલ અનુભવ અથવા એસ.એસ.સી. સાથે પંદર વર્ષનો ઓફિસ કામનો અનુભવ, જે પૈકી ઓછામાં ઓછા પાંચ વર્ષનો કોલેજ ઓફિસના કામનો અનુભવ
૨	એકાઉન્ટન્ટ કેશિયર	સ્નાતક પદવી સાથે પાંચ વર્ષનો ઓફિસ કામનો અનુભવ અથવા એસ.એસ.સી. સાથે દશ વર્ષનો ઓફિસ કામનો અનુભવ.
૩	સ્ટેનોગ્રાફર	એસ.એસ.સી. અને રાજ્ય સરકારનસ ન્યુનતમ અંગ્રેજી અને ગુજરાતી ટાઈપીંગ અને સ્ટેનોગ્રાફરની પરીક્ષાઓ પસાર કરેલી હોવી આવશ્યક અને ઓછામાં ઓછા પાંચ વર્ષનો ઓફિસમાં સ્ટેનોગ્રાફર તરીકેનો કામનો અનુભવ
૪	હેડ કલાર્ક	સ્નાતક પદવી સાથે ત્રણ વર્ષનો ઓફિસ કામનો અનુભવ અથવા એસ.એસ.સી. સાથે દશ વર્ષનો ઓફિસ કામનો અનુભવ.
૫	સિનિયર કલાર્ક	સ્નાતક પદવી સાથે ત્રણ વર્ષનો ઓફિસ કામનો અનુભવ અથવા એસ.એસ.સી. સાથે સાત વર્ષનો ઓફિસ કામનો અનુભવ.
૬	સિનિયર લેબોરેટરી આસિસ્ટન્ટ	સ્નાતક પદવી સાથે ત્રણ વર્ષનો ઓફિસ કામનો અનુભવ અથવા એસ.એસ.સી. સાથે સાત વર્ષનો ઓફિસ કામનો અનુભવ જે પૈકી ૨ (બે) વર્ષનો લેબોરેટરી કામનો અનુભવ
૭	જુનિયર કલાર્ક	સ્નાતક પદવી અથવા એસ.એસ.સી. સાથે ચાર વર્ષનો ઓફિસ કામનો અનુભવ. ટાઈપિંગ ન જાણનારને નિમણૂક થયા પછી અને કાયમ થતા પહેલાં મિનિટે ઓછામાં ઓછા ૩૦ શબ્દોની ઝડપ મેળવી લેવી આવશ્યક રહેશે.
૮	લેબોરેટરી આસિસ્ટન્ટ	સ્નાતક પદવી અથવા એસ.એસ.સી. સાથે ચાર વર્ષનો ઓફિસ કામનો અનુભવ જે પૈકી ૧ (એક) વર્ષનો લેબોરેટરી કામનો અનુભવ
૯	જુનિયર લેબોરેટરી આસિસ્ટન્ટ	સ્નાતક પદવી સાથે એસ. એસ. સી. સાથે ચાર વર્ષનો ઓફિસ કામનો અનુભવ જે પૈકી ૧ (એક) વર્ષનો લેબોરેટરી કામનો અનુભવ
૧૦	સ્ટોરકીપર	સ્નાતક પદવી અથવા એસ.એસ.સી. સાથે ચાર વર્ષનો ઓફિસ કામનો અનુભવ જે પૈકી ૧ (એક) વર્ષનો સ્ટોરકીપર તરીકેનો અનુભવ
૧૧	ગ્રંથપાલ	૧. સ્નાતક પદવી અથવા કોઈ પણ કાનૂની યુનિવર્સિટીનો લાઈબ્રેરી સાયન્સમાં ડિપ્લોમાં અથવા ૨. કોલેજ લાઈબ્રેરીમાં લાઈબ્રેરીયન તરીકે ઓછામાં ઓછા ૧૫ વર્ષનો અનુભવ.