

**TERMS AND CONDITIONS OF SERVICE AND CODE OF CONDUCT OF
TEACHERS IN UNIVERSITY DEPARTMENTS OR SCHOOLS/ AFFILIATED
COLLEGES/ RECOGNISED INSTIUTIONS.**

O.69 A

The terms and conditions on which all the teacher in any Institution (including affiliated colleges / University departments (or Schools) / recognized Institution) including. Heads of departments (or schools) recognized Institution), Principals of affiliated colleges can be appointed shall be as per provisions of this ordinance. However the provisions of this ordinance shall not apply to (i) College or Institution 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 the central and/ or State Government (ii) College or Institutions which are run and / or managed by trust or Society but their service rules together with all perquisites and benefits are as per the rules of the central and/or State Government (iii) Colleges or Institutions which are run and / or managed by trust or society but their service rules together with all perquisites and benefits are prescribed by special provisions of central and / or state government and rules with all perquisites and benefits are adopted and/ or implemented by trust or Society.

Any term or condition in service rules of any college or recognized Institution which is inconsistent with any these rules shall be null and void as against the teacher to the extent of its inconsistency.

The following shall be the terms and conditions of appointment of teachers in Institutions.

- (1) For the purpose of this ordinance unless subject or context requires otherwise:-
- (a) "Institution" includes University departments (or Schools)/ affiliated colleges / recognized Institutions.
 - (b) "Head" includes Head of the University department (or Schools) recognized Institution/ Principal of the affiliated college.
 - (c) "Management" includes Management of an affiliated college (under sections 2 (2) of Tribunal Act. 1982) as well recognized Institution / Syndicate or Executive Council of the University.
 - (d) "University" means the South Gujarat University.
 - (e) "Vice-Chancellor/ Registrar" means the Vice-Chancellor and Registrar of the South Gujarat University.
 - (f) "State Government" means he Government of Gujarat State.

(2) It shall be incumbent on every teacher to perform the academic duties such as preparation of lecturers, 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 by the Head of his Institution, It shall also be obligatory for a teacher to do all work connected with examination 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 by the Registrar of the University or by the Head of his Institution. It shall also be obligatory for a teacher to train himself in operation and use of all technological advancement and gadgets necessary to perform his 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 two 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 there in he / she shall be deemed to have been confirmed in his/her service.

- (b) Every teacher shall be entitled to get the increment during the period of probation.
- (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 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 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 :

- (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.
- (B) (i) Service of confirmed teacher shall not be terminated by the Management except on any one or more of the following grounds and except with the previous approval of the Vice-Chancellor.

 - (a) The teacher's continuance in service is prejudicial to the smooth or efficient working of the Institution.
 - (b) The Teacher's continuance in service is prejudicial to maintenance of discipline among the members of the staff or the students.

- (c) The teacher is rendered surplus on account of reorganization of subject taught in the Institution or reduction of work-load in the Institution, provided that the Junior-most teacher / Teachers only in the Department is/are served with this notice.
- (ii) When a Management desires to terminate the services of a confirmed teacher on any one of the grounds mentioned above, the Management shall give notice of its intention to do so to the teacher. The notice shall state the ground on which it is desired to terminate the services of the teacher. Such notice shall be of not less than three months duration calculated from the date of its receipt by the teacher and shall also expire on the last day of the second term.
- (iii) Within seven days of the notice under sub – clause (ii) served on the concerned teacher the Management shall constitute an inquiry against the concerned teacher. The inquiry shall be completed as soon as possible. The Inquiry officer shall submit the report to the Management within three months of his date of appointment.
- (iv) The inquiry shall be conducted by a member of the senate of the University who is nominated by the Management. The inquiry officer should not be below the rank of the teacher against whom inquiry is constituted and should not be an employee of the management.
- (v) Within seven days of receiving the report from the officer, the Management shall decide the action to be taken against the concerned teacher. The Management shall submit the proposal of the action to be taken against the concerned teacher to the Vice – Chancellor for his approval or disapproval within fourteen days of receiving the report of the Inquiry officer.
- (vi) The Vice-Chancellor shall, as soon as possible, there after inquire into the matter in such manner including the hearing of the concerned teacher as he may deem fit. The Vice Chancellor may, thereafter, approve or disapprove the proposal of the action to be taken submitted by the Management.
- (vii) The Vice – Chancellor shall communicate in writing the approval or disapproval of the proposal to the Management within forty five days from the date of receipt of the proposal by the Vice-Chancellor.
- (viii) If the Vice-Chancellor does not communicate his approval or disapproval within the stipulated period of forty five days, the proposal shall be deemed to have been approved by the Vice-Chancellor.

- (xi) if the Vice – Chancellor approves of the proposal, the teacher concerned shall be paid, in addition to any other amount payable to him, an amount calculated at the rate of $\frac{1}{2}$ (one half) month's basic pay for each completed year of service.
- (x) After the termination of the service of a teacher under clause (B) (i) (c) above, if the work - load in the subject of the Institution increases or any vacancy occurs on account of retirement, resignation or death of a teacher of that subject in that Institution:-
 - (a) The Institution shall first recall the teacher who was relieved on account of being rendered surplus on the same post or higher post without causing any financial loss to the teacher.

OR

- (b) If there is no teacher of the same Institution who has been rendered surplus or is willing to be recalled, the Institution shall reemploy a teacher of the other Institution affiliated to the South Gujarat University who has been rendered surplus and not recalled in his own Institution. If there are more than one such teacher who have been rendered surplus, preference will be given to them in order of their, seniority in the length of service as a teacher in the University area. Such a teacher shall be re-employed on the post of lecturer only without causing any financial loss to him.

(9) REMOVAL FROM SERVICE :

- (1) No teacher 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 ;
- (2) No order of removal shall be passed against a teacher (including principal unless he / she has been informed in writing of the grounds, on which it is proposed to take action, and he / she has been afforded an adequate opportunity of defending him / herself. The grounds on which it is proposed to take action shall be reduced to the form of a definite charge or charges, which shall be communicated in writing to the teacher concerned, together with the statement of the allegations on which each charge is based and on any other circumstances which it is proposed to take into consideration in passing orders in the case.

- (3) The teacher shall be given not less than a fortnight after the receipt of the charge – sheet to put in a written statement of his/ her defence and state whether he / she desires to be heard in person. If he/she so desires or if the Management concerned so directs, an inquiry shall be held.
- (4) The inquiry shall be conducted by a member of the Senate to be nominated by the Management. The Member so nominated shall not be an employee of the Management and shall not be below the rank of the concerned teacher against whom inquiry is conducted.
- (5) The inquiry Officer shall hold the inquiry with due expedite and shall make his/ her report within a month from the date of receipt of the written statement from the teacher or within such further time as may be allowed by the Management and shall submit it to the Management. The inquiry shall be conducted in accordance with the principles of natural justice.
- (6) At the inquiry, the Management may lead oral evidence as to such of the allegations as are not admitted by the teacher. The teacher may there after lead his oral evidence. Each party shall be entitled to have witnesses called and to cross examine witnesses of the other party. The teacher shall be entitled to give evidence in person. No party will be permitted to be represented by a lawyer.
- (7) At the said inquiry the Management may lead documentary evidence in support of the charge / charges framed against the teacher. In that case, copies of the said documents shall be supplied to the teacher before the commencement of recording of evidence.
- (8) The teacher shall be entitled to produce documentary evidence, if he/ she so desires.
- (9) 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 teacher concerned should be removed from service the Management shall supply the teacher with a copy of the said report and issue notice to him / her to shaw cause, within a reasonable time not exceeding 15 days or such other time as may be allowed by the Management, against the proposed removal.
- (10) Any representation submitted by the teacher in reply to the above notice shall be taken into consideration by the Management and if the teacher desires to be heard personally, he/she shall be heard by the Management. If no representation is submitted by the last date for its submission or within such such further time as may be allowed by the Management, the Management shall proceed to consider the report of the Inquiry Officer and shall submit the proposal of the action to be taken against the

concerned teacher to the Vice - Chancellor for his approval or disapproval within fourteen days of the representation submitted by the concerned teacher. The Management may pass whatever order as per the proposal submitted to the Vice – Chancellor if the Vice-Chancellor approves the proposal against the concerned teacher.

- (11) The representation of the teacher shall form a part of the record of the case.
- (12) If, in the opinion of the Management, the charge or charges is or are of such a nature that the presence of the teacher, against whom the charge or charges is or are made prejudicial the working of the Institution, the Management may place him/her under suspension till final orders are passed.
- (13) During the period of suspension, the teacher shall be entitled to draw a subsistence allowance at half the rate of his pay last drawn. He/She shall also be granted other allowances admissible to a teacher on the pay equal to the subsistence allowance.
- (14)
 - (i) If the Management passes an order of removal, it shall take effect immediately.
 - (ii) In any event the duration of time between the date of serving the charge-sheet and the date of submission of the proposal of the action to be taken against the concerned teacher to the Vice-Chancellor, shall not exceed 4 months. The Vice-Chancellor may extend this period he think(s) fit.
- (15) If the Management comes to the conclusion that the charges are not proved or that the teacher need not be removed from service, the order of suspension, if any, shall stand terminated and the teacher shall be asked to resume his/her duties in the Institution 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 were not suspended and the actual amount paid to him/her as subsistence pay and allowances thereon.
- (16) In case of removal of a teacher from service of College/recognised institution, the Management shall simultaneously make a report in writing teacher removed if the Head. The report shall be accompanied by a full record of the inquiry, the show-cause notice, the representation of the teacher, if any, and the order passed by the Management. In all cases of removal of a teacher from the service of an Institution, the concerned teacher shall be supplied with the full record of the inquiry, the show cause notice, report of the Inquiry Officer within seven days of the date of the Management order.

- (17) Any teacher aggrieved by the decision of the Vice-Chancellor / Syndicate under clauses 8A(v), 8B(iii) and 9 (14) may make an appeal to the tribunal within a period of thirty days from the decision.

CLAUSE 9-A : USE OF UNFAIR MEANS BY THE TEACHER AT UNIVERSITY EXAMINATIONS

In addition to the provisions under Clauses (8) and (9) of this Ordinance, a teacher may be punished, if found guilty, for use of unfair means at University Examinations in the following manner :

- (A) If an complaint about the use of unfair means against teacher who is assigned any work in connection with University examination is received, the syndicate shall first decide whether there is any prima-facie case about the subject matter of complaint either through its own decision or on a recommendation of the committee appointed by it for looking into the cases of use of unfair means at University Examinations.
- (B) If the Syndicate decides that there is a prima-facie case against the teacher on the subject matter of complaint, it shall direct the manager of the College / Institution where the teacher is employed to constitute a committee of Inquiry within thirty days of the receipt of the letter by the manager of the Institution or the principal from the Registrar for constituting such Committee. The Committee shall consist of the following member :
- (i) A member of the Senate not connected with the Institute or its management to be appointed by the Syndicate;
 - (ii) A member of the Senate not connected with the Institution or its management to be appointed by the Manager of the college.
 - (iii) A member of the Senate not connected with the Institution to be appointed by the teacher concerned;

The member appointed by the Syndicate shall be the Chairman of the Committee.

- (C) The Registrar shall also send to the manager of the Institute/Institution about the allegations against the teacher, copies of the documents and materials which lead the Syndicate to believe that there is a prima-facie case against the teacher on the subject matter of the complaint along with the letter for constituting the committee of inquiry. On receipt of these

documents, the manager of the college shall issue a charge sheet in writing to the teacher concerned within ten days of the receipt of the documents from the Registrar.

- (D)** Any time after the receipt of documents in (c) above, the manager of the Institute may suspend the teacher pending the inquiry. The fact of such suspension together with the grounds there of, shall be communicated by the Manager of College to the Vice-Chancellor of the University under the Gujarat Affiliated Colleges Services Tribunal Act, 1982 within a period of seven days after such suspension. Such suspension shall be subject to ratification by the Vice-Chancellor within a period of forty five days from the date of receipt of the communication in this behalf by the Vice-Chancellor and if such ratification is not communicated to the Manager of the Institute by the Vice-Chancellor within such period, the suspension of the college teacher shall cease effect on the expiry of such period.

Provided that the Institute's teacher shall, during the period of suspension, be entitled to such subsistence allowances and on such terms and conditions as may be prescribed.

- (E)** The teacher shall put his/her statement of defence in writing within a one month of the receipt of charge-sheet from the manager of the College about the allegations.
- (F)** The manager of the College thereafter submit all the documents stated in (c) and (e) above to the Committee of Inquiry. The Committee of Inquiry shall hold the inquiry as expeditiously as possible and shall submit its report to the Manager of the College within three months of the receipt of the letter of its appointment. The Manager of the college may extend the time-limit up to the period of 45 days for submitting the report by the committee with the previous permission of the Vice-Chancellor.
- (G)** The Chairman of the Inquiry Committee will send the report to the Registrar within a fortnight after completion of the inquiry, The Registrar shall place this report before the Syndicate and send it to the Manager of the college for further action.
- (H)** The Manager of the College shall inform the teacher concerned about the proposed action and thereafter report to the Voce-Chancellor under Gujarat Affiliated College Services Tribunal Act, 1982 about the proposed action with the report of the Inquiry.
- (I)** **(i)** The Vice-Chancellor shall communicate to the Manager of the college in writing his approval or disapproval of the action proposed under Gujarat Affiliated Colleges Services Tribunal Act,

1982 within a period of forty five days from the date of the receipt by the Vice-Chancellor of such proposal.

- (ii) Where the Vice-Chancellor fails to communicate either approval or disapproval within the period of forty five days specified in (i) above the proposed action shall be deemed to have been approved by the Vice-Chancellor.
- (J) The teacher may be penalized by the management if the proposed action is either approved by the Vice-Chancellor or stand approved in absence of any action by the Vice-Chancellor within the prescribed limit of forty five days.
- (K) If the teacher feels aggrieved by the order of the Vice-Chancellor or the manager of the College, he may make an appeal to the Gujarat Affiliated Colleges Services Tribunal within 30 days of such order.

(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 defence 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 upto 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 super annuation 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 on 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 of 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 TUTION :-

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 :

: 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 ½ month's basic pay for every completed year of service on completion of 7 years service;
- (b) At the rate of ½ 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.

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 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
Commutated 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
Subbatical 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 sundays 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 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 extra ordinary leave.

(5) EARNED LEAVE :-

- (i) Earned leave admissible to a teacher shall be :
 - (a) $1/30^{\text{th}}$ of actual service including vacation; plus
 - (b) $1/3^{\text{rd}}$ 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 years 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 then 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 leave 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 / herself 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 availing himself / herself of the leave, execute a bond in favour of the university, binding himself / herself 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 furnish security of two permanent teachers 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 programme.

- (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 adhoc 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 135 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 thereof) 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 in 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 & CLECTIONS :-

- (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

not 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 direct a teacher who has been elected or nominated to any local body. Legislature or parliament to apply for leave for the whole or port 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 by 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) PRIVATE TRADE EMPLOYMENT OR TUITION :-

No teacher shall except with the previous sanction or the Vice Chancellor or the authorities of the Institution, as the case may be, engaged directly or indirectly in any trade or business 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