

Annexure 2.3 Service rule

TERMS AND CONDITIONS OF SERVICE AND CODE OF CONDUCT FOR MBA COLLEGE

INSTITUTIONS

The terms and conditions on which all the faculty in member any Institution including Director of Colleges can be appointed shall be as per provisions of GTU's rule & regulation.

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

(1) For the purpose of this ordinance unless subject or context requires otherwise: -

- (a) "Institution" Naran Lala School of Industrial Management & Computer Science, Navsari.
- (b) "Head" includes Director of Naran Lala School of Industrial Management & Computer Science, Navsari.
- (c) "Management" includes Management of Naran Lala School of Industrial Management & Computer Science, Navsari.
- (d) "University" means the Gujarat Technological University (GTU), Ahmedabad.
- (e) "Vice-Chancellor / Registrar" means the Vice-Chancellor and Registrar of the Gujarat Technological University (GTU), Ahmedabad.
- (f) "State Government" means the Government of Gujarat State.

(2) Duties: It shall be incumbent on every faculty to perform the academic duties such a preparation of lecturers, class lecturing, tutorials, assignments, demonstrations, group discussions, Library assignments, guidance etc. It shall also be obligatory for a faculty to do all work connected with extracurricular and co-curricular activities assigned to him by the Head of the Institution. It shall also be obligatory for a faculty 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/her by the Registrar of the University or by the Head of his Institution. It shall also be obligatory for a Faculty to train himself/herself in operation and use of 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 faculty and such a faculty shall be liable to disciplinary action.

(3) LETTER OF APPOINTMENT: -

Faculty's appointment in respective cadre will be based on the norms specified by Gujarat Technological University.

Upon selection of faculty based on University's norms; Management will give a written appointment letter to every faculty, 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 faculty appointed temporarily shall be deemed to be a faculty appointed on probation from the date of appointment unless he/she is appointed on a temporary vacancy by a permanent faculty proceeding on leave. The Faculty concerned shall deliver an acceptance letter duly signed to the Management within the period specified in the letter of appointment.

A Faculty 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; he/she will be blacklisted for future recruitment in campus.

(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 years' service as a probationer before he/she is confirmed. A letter of confirmation shall be issued to a faculty before the expiry of the period of his/her probation.

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

(5) The minimum salaries and pay scales / grades of pay of the faculties of the colleges shall be same as prescribed, revised and accepted by the Gujarat Technological University (GTU), Ahmedabad.

(5) RESIGNATION BY A FACULTY:

(a) A faculty may resign from the service of the Institution by giving one month's notice if he/she is in temporary employment or on probation and three months' notice if he/she is confirmed faculty. 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 faculty an amount equal to his/ her salary and allowances for the period by which the notice falls short of the requisite period.

- (c) It is made clear that no faculty shall resign his/her post except with effect from the end of a term, provided however, that under special circumstances the faculty can resign during the term with the previous permission of the Chairman of the Management Committee.
- (d) If a Faculty desires to submit his/her resignation, he/she shall tender the same in person to the Director of the Institute.

(6) TERMINATION OF SERVICE BY THE MANAGEMENT:

For Temporary/Probationary Faculty;

- (a) In the case of a temporary faculty or a faculty 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 faculty. Such notice shall expire on the last day of the term during which it is given.
- (b) If the notice falls short of the requisite period, it will be waived on payment by the Management of the salary and allowances for the period by which the notice falls short of the requisite period. The faculty shall exercise his/her option within ten days of the receipt of notice from the Management. If the faculty fails to exercise this option within the time specified above, it will be deemed that the faculty has waived the shortfall in the period of notice and he/she will be entitled to claim only the amount mentioned above.
- (c) The notice of the termination of service of a faculty on probation shall be effective only after the approval by the Chairman of the Management.

B. For Permanent Faculty.

- (a) Service of confirmed faculty shall be terminated by the Management on any one or more of the following grounds.
- The faculty's continuance in service is prejudicial to the smooth or efficient working of the Institution.
 - The faculty's continuance in service is prejudicial to maintenance of discipline among the members of the staff or the students.
 - The Faculty 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 faculty / faculty's only in the Department is/are served with this notice.

- (b) When a Management desires to terminate the services of a confirmed faculty on any one of the grounds mentioned above, the Management shall give notice of its intention to do so to the faculty. The notice shall state the ground on which it is desired to terminate the services of the faculty. Such notice shall be of not less than three months duration calculated from the date of its receipt by the faculty and shall also expire on the last day of the second term.
- (c) Within seven days of the notice served on the concerned faculty the Management shall constitute an inquiry against the concerned faculty. 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.
- (d) The inquiry shall be conducted by a member of the Head/Professor of the Institute of Campus who is nominated by the Management. The inquiry officer should not be below the rank of the faculty against whom inquiry is constituted.
- (e) Within seven days of receiving the report from the officer, the Management shall decide the action to be taken against the concerned faculty. The Management shall submit the proposal of the action to be taken against the concerned faculty to the Chairman Sir for his approved or disapproval within fourteen days of receiving the report from the Inquiry officer.
- (f) The Chairman Sir shall, as soon as possible, there alter inquire into the matter in such manner including the hearing of the concerned faculty as he may deem fit. The Chairman may, thereafter, approve or disapprove the proposal of the action to be taken submitted by the committee.
- (g) The Chairman 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 Chairman.

7. REMOVAL FROM SERVICE:

- No faculty 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:
 - Misconduct or gross negligence of duty.
 - Incompetence.
 - Moral turpitude.
- No order of removal shall be passed against a faculty (including Director 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 faculty 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.
- The inquiry shall be conducted by a member of the teaching fraternity to be nominated by the Management. The Member so nominated shall not be below the rank of the concerned faculty against whom inquiry is conducted.
- 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 Faculty 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.
- At the said inquiry the Management may lead documentary evidence in support of the charge charges trumped against the faculty. In that case, copies of the said documents shall be supplied to the faculty before the commencement of recording of evidence.
- The Faculty shall be entitled to produce documentary evidence, it he/ she so desires.
- On a consideration of the report made by the Inquiry Officer and the findings recorded by him/her, if the Management arrives at a provisional conclusion that the faculty concerned should be removed from service the Management shall supply the faculty with a copy of the said report and issue notice to him/her to Show case, within a reasonable time not exceeding 15 days or such other time as may be allowed by the Management, against the proposed removal.

- Any representation submitted by the faculty in reply to the above notice shall be taken into consideration by the Management and if the faculty 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 further time as may be allowed by the Management, the Management shall proceed to consider the report of the Inquiry Officer.
- If, in the opinion of the Management, the charge/charges is or are of such a nature that the presence of the faculty, against whom the charge/charges is/are made prejudicial to the working of the Institution, the Management may place him/her under suspension till final orders are passed.
- During the period of suspension, the faculty 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 faculty on the pay equal to the subsistence allowance.
- If the Management passes an order of removal, it shall take effect immediately. And 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 faculty to the Chairman, shall not exceed 4 months. The Chairman may extend this period in cases where he/she think(s) fit.
- If the Management comes to the conclusion that the charges are not proved or that the faculty need not be removed from service, the order of suspension, if any, shall stand terminated and the faculty 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.
- In case of removal of a faculty from service of College / recognised institution, the Management shall simultaneously make a report in writing faculty removed. The report shall be accompanied by a full record of the inquiry, the show cause notice, the representation of the faculty, if any, and the order passed by the Management. In all cases of removal of a Faculty from the service of an Institution, the concerned faculty 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 decision made.

8. COMPULSORY RETIREMENT:

If a faculty 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 faculty under this clause, a certificate from the civil Surgeon of the District in which the Institution is situated stating that the faculty concerned is rendered permanently incapable or pursuing active life shall be obtained. The faculty 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 faculty is entitled under the provision of this Ordinance.

9. If any Faculty 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 faculty shall be suspended from the services of the college from the date of his/her detention and that faculty will be eligible for subsistence allowance at the rate provided under sub-Clause - 10 of clause (8) of this Ordinance during the period of such detention.

10. CONTRACT SERVICE: -

Where a faculty 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 faculty may by mutual agreement, be admitted to a specific cadre in service.

11. MINIMUM SERVICE: -

It shall be incumbent on a faculty to serve at least up to the end of the term during which he/she is appointed in the Institution concerned.

12. AGE OF SUPERANNUATION:

A Faculty 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 faculty 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 faculty up to the age 65 according to guidelines prescribed by UGC and accepted by the State Government from time to time.

13. APPLICATION FOR POSTS:

Faculties in an Institution, when they apply for any post outside, shall invariably send their applications through the Heads of their College. They shall be entitled, however, to send an advance copy of the application, the original of which is to be forwarded through the Director of an Institute. It shall be incumbent on the Head to forward the application of any Faculty working under him/her, provided however, that such application in case of confirmed Faculty's shall not be more than four in a year.

14. PROHIBITION OF PRIVATE TUITION:

(a) No faculty working in this Institution shall engage himself/ herself in private tuition with/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 postgraduate centre.

(b) Occasional casual guidance to a student shall not be considered private tuition for the purposes of this Ordinance.

(c) Faculty 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, Grandson, Granddaughter, 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 Faculty is found engaged in private tuition, he/she would also be considered to have knowingly violated this rule amounting to grave misconduct & may be terminated from his/her post.

15. GRATUITY:

1. No confirmed faculty will be entitled to claim gratuity unless he / she has put in not less than seven years continuous service in an institution.

2. A confirmed Faculty will be entitled to be paid gratuity by the Management in the following cases only:

- On retirement on attaining the age of superannuation.
- On death, while in service in the Institution. This amount of gratuity will be paid to his / her nominees; if there are no nominees, to his / her legal heirs.

- On his/ her compulsory retirement from service on account of acquiring permanent incapacity for discharging duty due to physical injury or mental infirmity.
 - On his/her ceasing to be in service of the Institution on account of resignation or termination of service.
3. The amount of Gratuity will be based on the monthly salary including basic salary & Dearness Allowance 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.
4. The amount of gratuity will be paid on the following basis:
- 15 days wages for each completed year minimum 05 years of services as permanent faculty.
5. The total amount of Gratuity payable to a faculty 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 benefits of all upward revisions of the maximum limit of gratuity payable to a faculty should be given, since the day such revisions came in force, to all the faculty's irrespective of whether they have opted for pension or the C.P.F. Scheme.
6. Not with standing anything contained above, Gratuity at the rate of one month's salary as defined 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 Faculty who is removed from service.

16. LEAVE RULES:

NO LEAVE CAN BE CLAIMED AS A MATTER OF RIGHT:

(1) LEAVE ADMISSIBLE TO PERMANENT FACULTIES:

The following kinds of leave would be admissible to permanent Faculty's:

- (i) Leave treated as duty, viz; Casual leave; and Duty Leave
- (ii) Leave earned by duty, viz; earned leave;
- (iii) Leave not earned by duty, viz; Extraordinary leave;
 - Leave for academic pursuits, viz; Study leave; and Sabbatical leave Academic leave;
 - Leave on grounds of health, viz; Maternity leave.

(2) CASUAL LEAVE: -

- Total casual leave granted to a Faculty shall not exceed 12 days in an academic year.
- 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) DUTY LEAVE:-

(i) Duty leave may be granted for:

- Attending conferences, congresses, symposia and seminars on behalf of the Institute or with the permission of the Institute.
- Delivering lectures in institutions and universities at the invitation of such institution or universities received by the university and accepted by the Vice-Chancellor.
- Working in another Indian or foreign university, any other agency, institution or organization, when so deputed by the university.
- Participating in a delegation or working on a committee appointed by the Government of India, State Government, the University Grants Commission, sister university or any other academic body, and
- For performing any other duty for the Gujarat Technological 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 Faculty 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

(4) EARNED LEAVE:

(i) Earned leave admissible to a faculty 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 faculty 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 faculty 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.

(5) COMMUTED LEAVE:

Commutated leave may be granted on the basis of medical certificate from a registered medical practitioner to a permanent faculty 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 faculty will return to duty on its expiry.

(6) EXTRAORDINARY LEAVE:

(i) A permanent faculty may be granted extraordinary leave when:

- a) No other leave is admissible: or
- b) No other leave is admissible, and the faculty 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 based on medical certificates.
- (b) Cases where the Director is satisfied that the leave was taken due to causes beyond the control of the faculty, such as inability to join or re-join duty due to civil commotion or a natural calamity, provided the faculty 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 with approval of Chairman of management.

(iv) The authority empowered to grant leave may commute retrospectively periods of absence without leave into leave into extraordinary leave.

(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 faculty's given study leave does not exceed the stipulated percentage of faculties in any department. Provided that the governing body may, in the special circumstances of a case, waive the condition of five-year service being continuous.

(ii) Management reserves all the rights regarding sanction, terms and condition and duration of study leave.

(iii) Study leave shall not be granted to a Faculty 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) 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 Faculty shall, however, be eligible to receive arrears of increments.

(vi) Study leave shall count as service for pension/ contributory provident fund, provided the faculty joins the university on the expiry of his/her study leave.

(vii) Study leave granted to a faculty 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 faculty may apply again for such leave.

(viii) A faculty availing himself / here self of study leave shall undertake that he/she shall serve the institute 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.

(ix) After the leave has been sanctioned, the Faculty shall, before availing himself/ herself of the leave, execute a bond in favour of the Institute, binding himself / herself for the due fulfilment of the conditions laid down as 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 Faculty for the amount which might become refundable to the institute in accordance with provision above.

(x) The faculty shall submit to the registrar, six monthly reports 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 faculties of the Institute who have completed seven years of service as Associate Professor/Professor may be granted sabbatical leave to undertake study or research or other academic pursuit for the object of increasing their proficiency and usefulness to the college 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 faculty.

(iii) A faculty 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 Faculty's return from previous study leave or any other kind of training programmed.

(iv) A faculty 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 faculty 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 faculty 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 Faculty re-joins the college on the expiry of his / her leave.

(12) MATERNITY LEAVE:

Maternity leave on full pay may be granted to a women faculty 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 faculty in her career is not more than 45 days, and the application for leave is supported by a medical certificate.

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.

(13) PATERNITY LEAVE:

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

(14) ADOPTION LEAVE:

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

(15) CODE OF CONDUCT:

Whereas a faculty is conscious of his/her responsibilities and the trust placed in him/her to mould the character of the youth and to advance knowledge, intellectual freedom and social progress is expected to realize that he/she can fulfil 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/her calling this code of conduct for Faculty in the Institution is laid down to be truly and faithfully observed both in private and public conduct.

MAINTENANCE OF INTEGRITY AND DEVOTION TO DUTY:

- (a) Every Faculty shall at all times maintain absolute integrity and devotion to duty.
- (b) In his/her way of living and outlook, every Faculty shall set an example to his/her colleagues and students.
- (c) Every faculty shall at all times conduct himself/herself in accordance with the orders regulating behaviour and conduct which may be in force in the college/university.

(d) No faculty 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 faculty 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.

UNAUTHORISED COMMUNICATION OR INFORMATION:

No faculty 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 faculty or to any other person to whom he she is not authorized to divulge or communicate such documents or information.

MISCONDUCT:

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

(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 faculty 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.

PRIVATE TRADE EMPLOYMENT OR TUITION:

No faculty 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.

BORROWING: No faculty shall borrow money from his/her subordinate or students

CANVASSING OF NON OFFICIAL OR OTHER OUTSIDE INFLUENCE:

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

UNAUTHORISED COMMUNICATION OR INFORMATION: No faculty shall enter into any pecuniary arrangement with any other faculty 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.

SERVICE RULES FOR NON-TEACHING STAFF

Terms and Conditions of Service of Administrative Employees of Colleges affiliated to the Institute.

For the purpose of this circular, unless subject or context requires otherwise the various terms used hereunder shall mean:

- (i) "Institution" means Naran Lala School of Industrial Management & computer Science, Navsari.
 - (a) the special nature of the duties Or
 - (b) A specific additional duty or responsibility.
- (I) "Permanent Post" means a post carrying a definite scale of pay sanctioned without any time limit.
- (II) "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.
- (III) "Probationer" means a college employee employed on probation against a substantive or a temporary vacancy.

(2) Letter of appointment:

Management shall give a written appointment letter to every full time administrative employee, where in the designation, pay scale, starting salary along with allowances, and 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 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 he/she will be barred from future recruitment opportunities in campus.

(3) Probation Period:

- (1) 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 years' 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.
- (2) Every employee shall be entitled to get the increment during the period of probation provided satisfactory performance during the period.

(4) 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.

(5) Strength & Minimum Qualifications:

- (i) The minimum strength of the staff for college office, Laboratory, Library and other work of the College shall be as per the GTU's rules from time to time.
- (ii) The minimum qualifications for the various cadres shall be as per GTU's norms.

For the vacant higher posts of a college 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.

(6) 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 months' 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 Shortfall in the period of notice, and it will be entitled only to claim the amount mentioned above.

(7) Termination of Service by the Management (amended):

(A)

(i) In the case of a temporary employee or an employee on probation, the Management can terminate his / her service by giving him / her a notice which shall be for period of not less than one month from the date of receipt by the employee.

(ii) If the notice falls short of the requisite period, the employee 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 management of the salary and allowances for the period by which the notice falls short of the requisite period. The employee shall exercise his option within ten days of the receipt of notice from the Management, if the employee fails to exercise this option within the time specified above. It will be deemed that employee has waived the short - fall in the period of notice and he / she will be entitled to claim only the amount mentioned above.

(B)

(i) Services of a confirmed employee shall not be terminated by the Management except on any one or more of the following grounds.

(a) The employee's continuance in service is prejudicial to the smooth or efficient working of the college.

(b) The employee's continuance in service is prejudicial to maintenance of discipline among the members of the staff or the students.

(c) The employee is rendered surplus on account of reorganisation of subject taught in the College or reduction of work - load in the college.

(ii) When a Management desires to terminate the services of a confirmed employee on any one of the grounds mentioned above, the Management shall give notice of its intention to do so to the employee. The notice shall state the ground on which it is desired to terminate the service of the employee. Such notice shall be or not less than three months duration calculated from the date of its receipt by the employee and shall also expire on the last day of the term during which it is given.

(8) Rules Regarding Suspension: (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 hereunder:

(i) Misconduct or gross negligence of duty.

(ii) Incompetence.

(iii) Moral turpitude.

(iv) Physical or mental unfitness resulting in permanent incapacity to discharge his / her duties as an employee. Such physical or mental infirmity shall be certified by the Civil Surgeon of the District in which the College is situated.

(2) No order of removal shall be passed against an employee, 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 ground on which it is proposed to act shall be reduced to the form of a definite charge or charges, which shall be communicated in writing to the employee concerned together with a statement of the allegations on which each charge is based, and of any other circumstances which it is proposed to take into consideration passing orders in the case.

(3) The employee 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 nominated by the Management. The member so nominated shall not be an employee of the Management.

(5) The Inquiry Officer shall hold the inquiry with due expedition and shall make his / her report within a month from the date of receipt of the written statement from the employee 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 employee. The employee may thereafter lead his oral evidence. Each party shall be entitled to have witnesses called and to cross examine witnesses of the other party. The employee 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 employee. In that case, copies of the said documents shall be supplied to the employee before the commencement of recording of evidence.

(8) The employee 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 employee concerned should be removed from service, the Management shall supply the employee with a copy of the said report and issue notice to him / her to show cause, within a reasonable time not exceeding fifteen days of such other time as may be allowed by the Management, against the proposed removal.

(10) Any representation submitted by the employee in reply to the above notice shall be taken into consideration by the Management. If no representation is submitted by the last date for its submission or within such further time as may be allowed by the Management, it shall proceed to consider the report of the Inquiry Officer and pass whatever order it thinks fit.

(11) The representation of the employee shall form 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 employee against whom the charge or charges is or are made, is prejudicial to the working of the College, the Management may place him / her under suspension till final orders are passed.

(13) During the period of suspension, the employee shall be entitled to draw a subsistence allowance at half the rate of his pay last drawn. He / she shall also be granted other allowance admissible to an employee 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 final order passed by the Management shall not exceed 4 months.

(15) If the Management concludes that the charges are not proved or that the employee need not be removed from service, the order of suspension, if any, shall stand terminated and the

employee shall be asked to resume his duties In the College, and he shall also be paid the difference between his 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.

(9) USE OF UNFAIR MEANS BY THE ADMINISTRATIVE EMPLOYEES AT UNIVERSITY EXAMINATIONS:

In addition to the provisions made earlier of this circular, an administrative employee may be punished if found guilty for use of unfair means at University Examinations based on the provision made by GTU, for such instances in the following manner subject to modification based on guideline changes done by Gujarat Technological University, Ahmedabad from time to time to handle such issues:

(A) If any complaint about the use of unfair means against an administrative Employee who is assigned any duty in connection with University Examination is received, the inquiry committee 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 in to the cases of use of unfair means at University Examinations.

(B) If there is prima facie case found against the administrative Employee on the subject matter of complaint, Director shall suggest the Management to form inquiry Committee to inquiry within thirty days of the receipt of the letter by the Management of the College or the Principal from the Registrar of GTU for constituting such Committee. The Committee shall consist of the focusing members.

(i) A senior administrative member of the admin office in the campus appointed by Management.

(ii) A senior faculty member of college suggested by Director and

(iii) A member appointed by management as a management representative.

(iv) A member appointed by university if any

Unless specified by university in case specific; The member appointed by the management as management representative shall be the chairman of the committee. The committee will follow University guideline in such cases.

(c) Any time after the receipt of documents indicates possible involvement of administrative staff, the Management of the College may suspend the administrative Employee pending the inquiry. The fact of such suspension together with the grounds there of, shall be communicated by the Management of the College to the Vice Chancellor of the University under the Gujarat

Affiliated Colleges Services Tribunal Act, 1982, and appropriate action will be taken as per the instructions from the university.

(D) Provided that the administrative employee shall, during the period of suspension, be entitled to such subsistence allowance and on such terms and conditions as may be prescribed.

(E) The administrative Employee shall put his / her statement of defence in writing within one month of the receipt of charge - sheet from the Management of the College about the allegations.

(F) The Management 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 Management of the College within three months of the receipt of the letter of its appointment. The Management of the College may extend the time limit up to the period of 15 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 with proposed course of action.

(H) The Management of the College shall inform the administrative employee concerned about the proposed action and thereafter report to the Vice - Chancellor under Gujarat Affiliated; College Services Tribunal Act, 1982 about the proposed action along with the report of the inquiry.

(I) The employee may appeal to the university as per rules of GTU

(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 as per the provident fund act from time to time.

Contribution to the Fund:

Subscription to the Fund shall be at one uniform rate as per P.F act.

Deduction from the Fund:

(i) 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.

(ii) 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.

(iii) 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:

(i) 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.

(ii) 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:

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 rules & regulations formed by the management.

Declarations and Withdrawal:

Each subscriber, on joining the Fund, shall furnish a nomination In Form - A 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.

Management of the Employee's Provident Fund:

(i) The amount in hand to the credit of the Fund shall be deposited as per the directives of State Government from time to time.

(ii) 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.

(iii) 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.

(iv) The term "Salary" shall mean basic salary and officiating pay only.

(v) 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 instalments 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 instalments shall be fixed in round numbers and the last instalment 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 instalment fixed in round figures; provided, however, that the interest due may be recovered in two further instalments.

(11) Rules regarding Gratuity:

The employees of the College / colleges run by the same management be paid gratuity as per the gravity act from time to time.

(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 an 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 holiday 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 director of college will sanction leave to the members of the administrative staff of the College.

I. CASUAL LEAVE

(1) Every confirmed employee of an affiliated College or a recognized institution will get 12 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 Salpingectomy) under Family Planning Programme. Leave in this case will be restricted to two working days.

Or

(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.

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.

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.

IV. EXTRAORDINARY LEAVE:

(1) Extraordinary leave may be granted to any employee in college 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 as per maternity act time to time.

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.

VI. DUTY LEAVE:

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

(13) Conditions of Service:

(i) No employee in a college shall without the previous sanction of the Management 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, without such sanction, 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 his 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 a 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 a 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 a 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 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 college is the date on which he attains the age of sixty two years.