



Ordinance 11

Rules & Regulations Governing the Staff of GS University

1.0 General: classification of employees

Employees shall be classified into any of the following categories:

(a) Regular

A regular employee refers to an individual who is appointed to a permanent position and encompasses those who are initially hired on probation and have successfully completed their probationary term.

(b) Probationer

A probationer is a staff member who is temporarily employed in a permanent role and must complete the probationary period to the satisfaction of the appropriate authority before their appointment can be regularized.

(c) Visiting

A visiting employee is someone who is hired for a limited duration, typically one semester or shorter, and is compensated according to the guidelines governing payment for visiting faculty.

(d) Part-Time

A part-time employee is defined as an individual who works fewer hours than the standard working hours. Part-time employees generally do not receive the same benefits available to full-time employees, though they may be granted benefits specifically determined.

(e) Contract

An employee on a contract is engaged for a designated length of time and is entitled only to the benefits outlined in their appointment contract. This type of employee does not have the right to seek regularization of their employment following the conclusion of the specified period. Unless terminated earlier with one month's notice or salary in lieu of notice, such employment will automatically end upon the expiration of the designated term, and no notice or compensation will be due.

2.0 Creation of the Posts & Scales

GS University will create the necessary positions in accordance with the provisions set forth in the Act, Statutes, and Ordinances. The eligibility requirements, qualifications, salary scales, experience, etc., for different categories of posts shall be established by the university periodically, in line with the guidelines from the UGC or any other regulatory body.

3.0 Mode of Recruitment

All appointments for teaching, non-teaching, and staff positions shall be carried out by GS University based on the recommendations of the Selection Committee as outlined in the following sections:

3.1 Direct Recruitment

In accordance with the stipulations outlined in the Recruitment Rules, direct recruitment will involve the issuance of a public advertisement in prominent newspapers and/or the solicitation of applications through websites, LinkedIn, or other platforms. This will be succeeded by interviews held by Selection Committees, whose recommendations will be the basis for all appointments. It should be noted that, when necessary, initial selection may also occur through Campus placement of graduates from top higher education institutions in relevant fields, accompanied by interviews conducted by Selection Committees. In rare circumstances, appointments may also be made based on the recommendations of the Selection Committee for a specific position by considering candidates who are absent.

3.2 Promotion

The advancement of teachers (Assistant Professor, Associate Professor, and Professor) from their current position to the next higher rank—whether on a regular basis or in an officiating role—will be determined by both merit and the length of service at the applicable level, following the recommendations of the Selection Committee in accordance with the Career Advancement Scheme outlined by the UGC and/or guidelines issued by the relevant statutory authority, as appropriate.

3.3 Employment of the Research Personnel

The recruitment of research personnel (JRF, SRF, RA, etc.) will be regulated by the guidelines provided by the Government of India, Department of Science and Technology, or any other funding body as updated periodically.

4.0 Age of Superannuation

Superannuation of the Teachers / Officers shall be as per UGC norms.

- (a) Every faculty-member in the service of GS University will superannuate from service in the afternoon of the last day of the month in which he/she attains the age of 70 years.
- (b) Registrar / Finance Officer / CoE or officers working in equivalent grade – will retire from the service in the afternoon of the last day of the month in which he/she attains the age of 65 years.
- (c) All other members of staff will retire from the service in the afternoon of the last day of the month in which he/she attains the age of 62 years.

5.0 Pre-Mature Retirement

A teacher may also be pre-maturely retired:

- (a) If, due to a physical or mental infirmity, he/she is declared medically unfit for service by a Medical Board/Registered Medical Practitioner nominated by the university in this behalf; or
- (b) On imposition of the penalty of compulsory retirement; or
- (c) When the competent authority has occasion to believe that he/she is suffering from a contagious disease; or a physical or mental disability or incapacity to work; which, in its opinion, interferes with the efficient discharge of his duties; or
- (d) If, on reviewing the service record of the members on their attaining the age of 50, 55, and 58 years or at any time thereafter, the Vice Chancellor makes recommendations to the Governing Body for compulsory retirement of such members whose performance is viewed to be poor or below the minimum acceptable standards of efficiency, and who are unable to discharge the employment terms due to his/her performance being poor or below the minimum acceptable standards of efficiency,
- (e) The decision of the University in regard to premature retirement of a member will be final and binding.

6.0 Medical Fitness

6.1 On First Appointment

Every person, on his first appointment in GS University through Direct Recruitment on regular basis shall be required to produce a Medical Certificate of Fitness from a Registered Medical Practitioner in a Govt. hospital or a medical practitioner nominated by, and/ or acceptable, to the University. Provided that in case where a teacher has already been medically examined by a medical authority for his previous appointment and if the required standard of medical fitness for the new post is the same, he may not be required to undergo a fresh medical examination.

6.2 For Efficient Discharge of Duties

The continuance of appointment is subject to the member being found and remaining medically (physically and mentally) fit. The management reserves the right to have any member medically examined at any time during the course of employment through a medical practitioner nominated by it to test the member's physical or mental fitness necessary for the efficient discharge of the duties of his post; and a report of medical examination will be submitted to the management, whose decision in this regard will be final and binding. In case the member is found medically unfit to perform the assigned job satisfactorily, he/she will lose his job.

In case a member is found suffering from an infectious disease or protracted illness and/or remains habitually irregular in attendance, the competent authority shall have the right to terminate his/her services without notice.

6.3 Incapacitation

In case a member is incapacitated by reasons of illness, accident or any other cause and cannot perform his/her duties, the university may, at its sole discretion, grant leave for a reasonable period on full pay, or half pay or without pay, or terminate his/her services.

7.0 Pay, Allowances & Perquisites

7.1 Pay-Scales

The members appointed by the University shall be in the grades of Professor, Associate Professor, or Assistant Professor in so far as they take part in the teaching in the University and shall, except in the case of re-employed teachers and others whose terms of appointment might specify otherwise, be paid salaries on such pay-scales, or at such stage of such pay-scales and allowances, as the University may adopt or decide from time to time.

7.2 Salary Payment

Salaries are paid monthly preferably by bank transfer on the first day of the following month. Each member should provide complete details along with supporting documentary evidence to ensure that the TDS (tax deducted at source) can be calculated correctly.

7.3 Allowances & Perquisites

A member will be entitled to such allowances and perquisites as may be specified in the letter of appointment and/or as notified through any subsequent communications in this regard.

7.4 Reimbursement Of Expenses

GS University will reimburse any reasonable expenses that are the direct result of the development and operation of the business and consistent with its policies, provided these are authorized by the management in advance.

7.5 Conveyance Expenses

All members are personally responsible for paying the cost of travel for getting to and from the place of work. The University will reimburse approved costs incurred in excess of their round-trip from home to office, for official purposes, if undertaken by the members using their own vehicle, rates shall be notified by the management from time to time.

7.6 Gratuity

All members are entitled to Gratuity as per HR Policy.

8.0 Leave Rules

8.1 General Principles

- (a) Leave cannot be claimed as a matter of right.
- (b) The leave sanctioning authority may refuse or revoke leave of any kind, but cannot alter the kind of leave due and applied for.

- (c) Leave of one kind taken earlier may be converted into leave of a different kind at a later date at the request of the official and at the discretion of the authority who granted the leave.
- (d) Conversion of one kind of leave into leave of a different kind is permissible only when applied for by the official while in service and not after quitting service.
- (e) Leave sanctioning authority may commute retrospectively periods of absence without leave into extraordinary leave.
- (f) An official on leave should not take up any service or employment elsewhere without obtaining prior sanction of the competent authority.
- (g) In case of Medical Leave, the Leave sanctioning authority may secure second medical opinion, if considered necessary.
- (h) An employee who is on leave on medical certificate will be permitted to return to duty only on production of a medical certificate of fitness.
- (i) Wilful absence from duty after the expiry of leave renders an employee liable to disciplinary action.
- (j) Absence without leave not in continuation of any authorized leave will constitute an interruption of service unless it is regularized.
- (k) Leave year is from 1st August to 31st July (Academic Year).

8.2 Types of Leaves

Following types of leaves are admissible in GS University.

8.2.1 Duty Leave

Duty leave upto 08 days in an academic year or four days in a semester may be granted for the following purposes:

- (a) Attending Orientation Programs, Refresher Course, Research Methodology Workshop, Faculty Induction Programs, Conference, Congresses, Symposia and Seminar, as a delegate nominated by the university or with the permission of the university;
- (b) Delivering lectures in institutions and universities at the invitation of such institutions 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 Central Government, State Government, the UGC, a sister university or any other similar academic body;
- (e) For performing any other duty assigned to him/her by the University. Additional 10 days DL may be sanctioned as special case depending upon the purpose by the special permission of Vice Chancellor.
- (f) The duration of leave should be such as may be considered necessary by the sanctioning authority on each occasion.
- (g) 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.
- (h) Duty leave may be combined with earned leave, half pay leave or extraordinary leave, or Casual leave.

- (i) Duty leave should be given also for attending meetings in the UGC, DST, etc. where a teacher is invited to share his/her expertise with an academic body, government agency or NGO.

8.2.3 Study Leave

- (a) The scheme of Study Leave provides an opportunity to avail of scholarships/fellowships awarded to the faculty who wish to acquire new knowledge and to improve analytical skills. When a teacher is awarded a scholarship or stipend (by whatever nomenclature called), for pursuing further studies, leading to a Ph.D./Post- doctoral qualification or for undertaking a research project in a higher education institution abroad, the amount of the scholarship/fellowship shall not be linked to the recipient's pay/salary paid to him/her by his /her parent institution. The awardee shall be paid salary for the entire duration of fellowship/scholarship, provided, that he/she does not take up any other remunerative jobs, like teaching, in the host country.
- (b) A teacher on Study Leave shall not take up, during the period of that leave, any regular or part-time appointment under an organization in India or abroad. He/she may, however, be allowed to accept a fellowship or a research scholarship or an ad-hoc teaching and research assignment with an honorarium or any other form of assistance, other than the regular employment in an institution either in India or abroad, provided, that the Executive Council of his/her parent institution may, if it so desires, sanction study leave on reduced pay and allowances to the extent of any receipt in this regard, in-lieu of teaching etc., which may be determined by his/her employer.
- (c) The study leave shall be granted to an entry-level appointee as Assistant Professor (other than as Associate Professor or Professor of a University, who is otherwise eligible for sabbatical leave) after a minimum of five years of continuous service, to pursue a special line of study or research directly related to his/her work in the University/College/Institution or to make a special study of the various aspects of University organization and methods of education, giving full plan of the work.
- (d) The study leave shall be granted by the Executive Council on the recommendation of the Head of the Department concerned. The leave shall not be granted for more than two years in one spell, save in exceptional cases, in which the Executive Council is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the University.
- (e) The 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.
- (f) The study leave shall be granted not more than twice during one's entire career. However, the maximum period of study leave admissible during the entire service shall not exceed three years.
- (g) The study leave may be granted more than once, provided, that not less than five years have elapsed after the teacher/returned to duty on completion of the earlier spell of study leave. For subsequent spell of study leave, the teacher

shall indicate the work done during the period of earlier leave as also give details of work to be done during the proposed spell of study leave.

- (h) No teacher who has been granted study leave shall be permitted to alter substantially the course of study or the programs of research without the permission of the Executive Council/Syndicate, in the event 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 to treat the period of short- fall as Extra-Ordinary leave has been obtained.
- (i) Subject to the maximum period of absence from duty, on leave not exceeding three years, the study leave may be combined with the earned leave, half-pay leave, extra-ordinary leave of vacation provided that the earned leave at the credit of the teacher shall be availed of at the discretion of the teacher. When the study leave is taken in continuation of vacation, the period of study leave shall be deemed to begin to run on the expiry of the vacation. A teacher, who is selected to a higher post during the study leave, shall be placed in that position and shall get the higher scale only after joining the post.
- (j) The period of study leave shall count as service for purpose of the retirement benefits applicable in the University, provided that the teacher rejoins the University on the expiry of his/her study leave, and serve the institution for the period for which the Bond has been executed.
- (k) The study leaves granted to a teacher shall be deemed to have been cancelled in case it is not availed of within 06 months of its sanction, provided, that where the study leave granted has been so cancelled. The teacher may apply again for such leave.
- (l) A teacher availing himself/herself of the 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 on the expiry of the study leave.

A teacher-

- i. who is unable to complete his/her studies within the period of study leave granted to him/her or
- ii. who fails to rejoin the services of the University on the expiry of his/her study leave or
- iii. who rejoins the service of the university but leaves the service without completing the prescribed period of service after rejoining the service or
- iv. who, within the said period, is dismissed or removed from the service by the University shall be liable to refund, to the University, the amount of the leave salary and allowances and other expenses, incurred on the teacher or paid to him/her or on his/her behalf in connection with the course of study.
- v. 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 fulfilment of the conditions laid down in paragraph (x) to (xiii) above and give security of immovable property to the satisfaction of the Finance Officer or a fidelity bond of an insurance company

or a guarantee by a scheduled bank.

- vi. The teacher on study leave shall submit to the Registrar of his/her parent University six-monthly reports of progress in his/her studies from his/her supervisor or the Head of the institution. Such report shall reach the Registrar within one month of the expiry of every six months of the period of the study leave. If the report does not reach the Registrar/Principal within the specified time, the payment of leave salary may be deferred till the receipt of such report.
- vii. The teacher on leave shall submit a comprehensive report on the completion of the study leave period. A copy of the research document/monograph/academic paper produced during the period of the study leave shall be put in the public domain, preferably on the website of the University/College/Institution.

8.2.4 Sabbatical Leave

- (a) The permanent, whole-time teachers of GS University and colleges who have completed seven years of service as a Reader/Associate Professor or a Professor may be granted sabbatical leave to undertake study or research or any other academic pursuit solely for the object of increasing their proficiency and usefulness to the university and higher education system. The duration of leave shall not exceed one year, at a time, and two years in the entire career of the teacher.
- (b) A teacher, who has availed himself/herself of study leave, would not be entitled to the sabbatical leave, until after the expiry of five years from the date of the teacher's return from previous study leaves or any other kind of training programme of duration of one year or more.
- (c) 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.
- (d) 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.
- (e) 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 retirement benefits as applicable in the University.

8.2.5 Casual Leave

- (a) The total casual leave granted to the staff of GS University shall not exceed 12 days in an academic year.
- (b) Casual leave cannot be combined with any other kind of leave except special casual leave. However, such casual leave may be combined with holidays including Sundays. Holidays or Sundays falling within the period of casual leave shall not be counted as casual leave.

8.2.6 Earned Leave

Earned leaves shall be admissible for 12 days after one year completion to the employees of the University.

8.2.7 Medical Leave

Medical leaves shall be admissible for 12 days in one Academic year.

8.2.8 Extraordinary Leave

- (i) A permanent staff member may be granted extraordinary leave when:
 - (a) No other leave is admissible; or
 - (b) Other leave is admissible and the teacher applies in writing for the grant of extraordinary leave.
- (ii) The extraordinary leave shall always be without pay and allowances. It shall not count for an annual increment.
- (iii) Extraordinary leave may be combined with any other leave except the casual leave.
- (iv) The authority empowered to grant leave may commute retrospectively the periods of absence without the leave into extraordinary leave.

8.2.9 Maternity Leave

- i. Maternity leave on full pay may be granted to a woman teacher for a period not exceeding 30 days, with salary and rest without pay 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 woman 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 any earned leave, half-pay leave or extraordinary leave, but any leave applied for in continuation of the maternity leave may be granted if the request is supported by a medical certificate.

8.2.10 Paternity Leave

Paternity leave of 05 days with salary may be granted to male teachers during the confinement of their wife, and such leave shall be granted only up to two children.

8.2.11 Other Kinds of Leave

8.2.11.1 Summer Leaves

For Teaching & Non-Teaching staff- 07 working days.

8.2.11.2 Winter Leaves

For Teaching & Non-Teaching staff- 07 working days.

Compensatory Off: All the regular employees of the University will be entitled for this leave if they worked for the University in any off day(Sunday or declared Holiday by the authority) for minimum half day. This leave will be valid till upto 03 months.

9.0 Code of Conduct

The set of practices that outlines the general norms, rules, and responsibilities of an individual or an organization are termed as the *Code of Conduct*. Essentially, these practices are an important part but not a comprehensive solution on its own, in establishing an inclusive culture. The purpose of the code of conduct is to define and promote crucial ethical principles important and relevant to the organization.

9.1 Code of Conduct for Teachers

The faculty members of GS University are required to create an environment of academic proficiency, integrity, fairness, trust and fraternity by imbibing the following in letter and spirit;

1. Teacher shall perform the academic and other assigned duties of the college with absolute integrity and devotion.
2. Teacher shall maintain his/her regularity, punctuality and sincerity in the classroom teaching.
3. Teacher shall try to inculcate scientific temper, moral values and tolerance amongst the students.
4. Teacher shall upkeep and upgrade the moral values in students.
5. Teacher shall motivate the students in every possible way to participate in co-curricular activities.
6. Teacher shall to the best of his/her capabilities involve him/her in research with academic integrity and honesty.
7. Teacher shall be impartial in the assessment of the students and shall not victimize any student and shall not practice the victimization against them.
8. No teacher shall incite students against each other or against his/her colleagues or the Alma Mater.
9. No teacher shall discriminate against any pupil on grounds of caste, creed, sect, religion, gender, nationality or language. He/she shall also discourage such tendencies amongst his/her colleagues, subordinates and students, and shall not try to use the above considerations for the improvement of his/her own prospects.
10. No teacher shall refuse to carry out the decisions of the appropriate bodies and functionaries of the University.
11. No teacher shall divulge any confidential information relating to the affairs of the University to any person not authorized in respect thereof.

12. Faculty members have to update their research and Intellectual Property Profile on regular basis.

9.2 Code of Conduct for Non-Teaching Staff

The non-teaching personnel is those staff that is required to cater to the needs of the students as well as to complement teachers' professional roles and responsibilities. A professionally effective relationship between teaching and non-teaching personnel is essential to meet the diverse needs in the best interest of the students' community.

The Major Codes of Conducts to be strictly adhered to by the employees of GS University are as follows:

- 1) Integrity.
 - 2) Objectivity
 - 3) Professional Competence
 - 4) Confidentiality
 - 5) Professional Behavior.
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- i. Loyalty to the University by being punctual and reliable in all duties and committed to Professional ethics & values.
 - ii. Proper interactions with students, attend their grievances and act accordingly.
 - iii. Maintaining professional boundaries with students and staff.
 - iv. Maintaining dignity by treating students with care and kindness.
 - v. Being supportive, friendly and cooperate and uphold professionalism and harmonious with all the concerned like seniors, subordinate, colleagues and students.
 - vi. Must respect and maintain the hierarchy in the Administration.
 - vii. Respect and honour the dignity of women staff.

In exercise of the powers conferred under clause 20.II of Statute 20 of the GS University Act, 2019, the Executive Council of GS University in its 1st Meeting held on 19.07.2024 passed a resolution confirming Ordinance II.