

## **ORDINANCE – V**

### **CONDITIONS OF SERVICE OF APPOINTED TEACHERS OF THE UNIVERSITY**

**1. Designation & Pay Scales**

The designation, pay and allowances and other service conditions of the University Teachers and other staff shall be those as prescribed by the University Grants Commission (UGC) from time to time.

**2. Teachers to be a whole-time employees**

No teacher of the University, without the permission of the Executive Council shall engage directly or indirectly in any Trade or Business or any private tuition or any other work to which an emolument or honorarium is attached:

Provided that nothing contained in this clause shall apply to the work undertaken in connection with the examination of universities or learned Bodies or Public Service Commissions or to any literary work, publication or radio talk or extension lectures. The Teacher will have to take permission of the Vice-Chancellor for any other academic work.

**Explanation:** For the purpose of this Ordinance, 'teacher' means a whole-time salaried teacher of the University and does not include honorary, visiting or part-time teacher.

**3. Nature of Duties:**

Every teacher shall take part in the teaching and research programmes activities of the University and perform such duties as may be assigned to him/her from time to time in accordance with the Act, the Statutes and Ordinances framed the render, for the time being in force, and generally act under the direction of the authorities of the University.

**4. Probation:**

- (i) Teachers shall be appointed on probation ordinarily for a period of twelve months, but in no case the total period of probation shall exceed twenty-four months:

Provided that the Executive Council shall have the right to assess the suitability of a teacher for confirmation even before the expiry of the period of twelve months from the date of his/her appointment but not earlier than ten months from the date:

Provided further that the Executive Council may for reasons to be recorded in writing waive the condition of probation:

Provided further that the condition of probation shall not apply in the case of teachers appointed by the Executive Council under the provisions of Statute 19(1).

(ii) It shall be the duty of the Registrar to place before the Executive Council the case of confirmation of a teacher on probation not later than forty days before the end of the period of probation.

(iii) The Executive Council may then either confirm the teacher from the date of his/her joining duty, or decide not to confirm him/her, or extend the probation for a further period not exceeding twelve months. In case the Executive Council decides not to confirm the teacher, whether before the end of the twelve months period of his/her probation, or before the end of the extended period of probation, as the case may be, he/she shall be informed in writing to that effect, not later than thirty days before the expiration of that period:

Provided that the decision not to confirm a teacher shall require a two third majority of the members of the Executive Council present and voting

(iv) A teacher appointed by the Executive Council under Statute 19(1), shall be deemed to be confirmed with effect from the date he/she joining duty.

## **5. Increment**

Every teacher shall draw increment in his/her Pay Band plus the AGP (Academic Grade Pay) as provided below unless it is withheld or postponed by a resolution of the Executive Council on a reference by the Vice-Chancellor and after the teacher has been given sufficient opportunity to make his/her written representation:

- (1) Each annual increment shall be equivalent to 3% of the sum total of pay in the relevant Pay Band and the AGP as applicable for the stage in the Pay Band.
- (2) Each advance increment shall also be at the rate of 3% of the sum total of pay in the relevant Pay Band and the AGP as applicable and shall be non-compoundable.
- (3) The number of additional increment(s) on placement at each higher stage of AGP shall be as per the existing scheme of increment on promotion from lower Pay Scale to higher Pay Scale; however, in view of the considerable raise in effective pay between the two Pay Bands, there shall be no additional increment on movement from the Pay Band of Rs. 15600-39100 to the Pay Band of Rs. 37400-67000.

## **6. Age of Superannuation**

- 6.1** Every teacher in the service of the University shall superannuate from service on the afternoon on the last date of the month in which he/she attains the age as prescribed by the University Grants Commission/Government of India from time to time.
- 6.2** Subject to availability of vacant positions and fitness, if the Executive Council is satisfied that such an appointment is in the interest of the University, it may, on the recommendation of the Vice-Chancellor, re-employ a teacher on contract on his/her superannuation against the post held by him/her for a limited period of three years in the first instance and then for another further period of two years purely on the basis of merit, experience, area of specialization, peer group review and if he/she is in sound health, and is able to perform his/her duties satisfactorily, and on such other terms and conditions as the Executive Council may specify.
- 6.3** Where the date of superannuation or the expiry of the term of reemployment of a teacher falls due during the course of a semester, the Executive Council may, on the recommendation of the Vice-Chancellor, allow the teacher to continue in service on re-employment basis till the end of the semester:  
Provided, however, that such re-employment shall not be granted to a teacher beyond the date on which he/she completes a total of 5 years of re-employment.

**6.4** A re-employed teacher shall not be eligible to be appointed as Head/Chairperson of a Department/Centre or Dean of a School or for any other administrative assignment such as Dean of Students. However, in other situations not involving administrative functions and responsibilities such as Advisory and Consultative Bodies, the University can continue to utilize the expertise of all its faculty members. The superannuated teacher shall continue to contribute for not only teaching and research guidance, but also for academic evaluation and assessment as well as management of research projects. They shall also continue to be members of various academic bodies such as School Board, Special Committees, Department/Centre Committees, Selection Committees and various other committees constituted at the level of University, School or Department/Centre for making recommendations for the consideration of the Authorities of the University.

#### **7. Resignation**

A permanent teacher or a teacher appointed on contract for a specified period may, at any time, resign from service by giving the Executive Council three months' notice in writing, and a temporary teacher or teacher on probation may, at any time, resign from service by giving one month's notice in writing:

Provided that the Executive Council may waive the requirement of notice at its discretion.

#### **8. Voluntary Retirement**

A teacher on permanent appointment who has completed 20 years of service may, by giving notice of not less than three months in writing to the appointing authority, retire from service voluntarily:

Provided that the appointing authority shall withhold permission to a teacher under suspension who seeks to retire under this clause.

**Note:** - (a) A notice of less than three months may be accepted by the appointing authority in deserving cases.

(b) If a teacher retires under the above clause while he/she is on leave which is not due, without returning to duty, the retirement shall take effect from the date of commencement of the leave not due and the salary paid in respect of such leave shall be recovered in terms of Ordinance for regulating leave to teachers of the University.

Amended vide Resolution No-20 of the 23<sup>rd</sup> meeting of the Executive Council dated 9<sup>th</sup> October, 2015.

## **9. Superannuation Benefits**

Benefits Superannuation benefits will be as per Government of India / UGC guidelines in this regard.

## **10. Variations in Terms and Conditions of Service**

Every teacher of the University shall be bound by the Statutes, Ordinances and Regulations for the time being in force in the University:

Provided that no change in the terms and conditions of service of a teacher shall be made after his/her appointment in regard to designation, Pay Band, Grade Pay, increment, provident fund, retirement benefits, age of superannuation, probation, confirmation, leave, leave salary and removal from service so as to adversely affect him/her.

## **11. Fixation of Pay of Re-employed Teachers**

Fixation of pay of re-employed teachers shall be as prescribed in the Rules to these Ordinances as per the Government of India/University Grants Commission Guideline in this regard issued from time to time.

## **12. Contract**

The written contract between a teacher and the University required to be entered into under Clause (3) of Statute (22) shall be in the prescribed form. The teacher shall be bound by the terms and conditions enumerated in the "Form of Agreement of Service for University Teachers", vide Annexure to this Ordinance.

## **13. Special Contracts**

Notwithstanding anything contained in these Ordinances, the Executive Council may appoint a person selected for fixed tenure under statute 20, on contract on such terms and conditions as it may deem fit.

## **14. CODE OF PROFESSIONAL ETHICS**

### **I. TEACHERS AND THEIR RESPONSIBILITIES:**

Whoever adopts teaching as a profession assumes the obligation to conduct himself / herself in accordance with the ideal of the profession. A teacher is constantly under the scrutiny of his students and the society at large. Therefore, every teacher should

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Amended vide Resolution No-20 of the 23<sup>rd</sup> meeting of the Executive Council dated 9<sup>th</sup> October, 2015.

see that there is no incompatibility between his precepts and practice. The national ideals of education which have already been set forth and which he/she should seek to inculcate among students must be his/her own ideals. The profession further requires that the teachers should be calm, patient and communicative by temperament and amiable in disposition.

**Teachers should:**

- (i) Adhere to a responsible pattern of conduct and demeanor expected of them by the community;
- (ii) Manage their private affairs in a manner consistent with the dignity of the profession;
- (iii) Seek to make professional growth continuous through study and research;
- (iv) Express free and frank opinion by participation at professional meetings, seminars, conferences etc. towards the contribution of knowledge;
- (v) Maintain active membership of professional organizations and strive to improve education and profession through them;
- (vi) Perform their duties in the form of teaching, tutorial, practical, seminar and research work conscientiously and with dedication;
- (vii) Co-operate and assist in carrying out functions relating to the educational responsibilities of the Department, College and the university such as: assisting in appraising applications for admission, advising and counseling students as well as assisting the conduct of university and college examinations, including supervision, invigilation and evaluation; and
- (viii) Participate in extension, co-curricular and extra-curricular activities including community service.

**II. Teachers and the students**

**Teachers should:**

- (i) Respect the right and dignity of the student in expressing his/her opinion;
- (ii) Deal justly and impartially with students regardless of their religion, caste, political, economic, social and physical characteristics;
- (iii) Recognize the difference in aptitude and capabilities among students and strive to meet their individual needs;
- (iv) Encourage students to improve their attainments, develop their personalities and at the same time contribute to community welfare;
- (v) Inculcate among students scientific outlook and respect for physical labour and ideals of democracy, patriotism and peace;

- (vi) Be affectionate to the students and not behave in a vindictive manner towards any of them for any reason;
- (vii) Pay attention to only the attainment of the student in the assessment of merit;
- (viii) Make themselves available to the students even beyond their class hours and help and guide students without any remuneration or reward;
- (ix) Aid students to develop an understanding of our national heritage and national goals; and
- (x) Refrain from inciting students against other students, colleagues or administration.

### **III. TEACHERS AND COLLEAGUES**

#### **Teachers should:**

- (i) Treat other members of the profession in the same manner as they themselves wish to be treated;
- (ii) Speak respectfully of other teachers and render assistance for professional betterment;
- (iii) Refrain from lodging unsubstantiated allegations against colleagues to higher authorities; and
- (iv) Refrain from allowing considerations of caste, creed, religion, race or sex in their professional endeavor.

### **IV. TEACHERS AND AUTHORITIES:**

#### **Teachers should:**

- (i) Discharge their professional responsibilities according to the existing rules and adhere to procedures and methods consistent with their profession in initiating steps through their own institutional bodies and/or professional organizations for change of any such rule detrimental to the professional interest;
- (ii) Refrain from undertaking any other employment and commitment including private tuitions and coaching classes which are likely to interfere with their professional responsibilities;
- (iii) Co-operate in the formulation of policies of the institution by accepting various offices and discharge responsibilities which such offices may demand;
- (iv) Co-operate through their organizations in the formulation of policies of the other institutions and accept offices;
- (v) Co-operate with the authorities for the betterment of the institutions keeping in view the interest and in conformity with dignity of the profession;
- (vi) Should adhere to the conditions of contract;
- (vii) Give and expect due notice before a change of position is made; and

- (viii) Refrain from availing themselves of leave except on unavoidable grounds and as far as practicable with prior intimation, keeping in view their particular responsibility for completion of academic schedule.

**V. TEACHERS AND NON-TEACHING STAFF:**

- (i) Teachers should treat the non-teaching staff as colleagues and equal partners in a cooperative undertaking, within every educational institution; and
- (ii) Teachers should help in the function of joint staff-councils covering both teachers and the non-teaching staff.

**VI. TEACHERS AND GUARDIANS**

**Teachers should:**

- (i) Try to see through teachers' bodies and organizations, that institutions maintain contact with the guardians, their students, send reports of their performance to the guardians whenever necessary and meet the guardians in meetings convened for the purpose for mutual exchange of ideas and for the benefit of the institution.

**VII. TEACHERS AND SOCIETY;-**

**Teachers should:-**

- (i) Recognize that education is a public service and strive to keep the public informed of the educational programmes which are being provided;
- (ii) Work to improve education in the community and strengthen the community's moral and intellectual life;
- (iii) Be aware of social problems and take part in such activities as would be conducive to the progress of society and hence the country as a whole;
- (iv) Perform the duties of citizenship, participate in community activities and shoulder responsibilities of public offices;
- (v) Refrain from taking part in or subscribing to or assisting in any way activities which tend to promote feeling of hatred or enmity among different communities, religions or linguistic groups but actively work for National Integration

**Note:- All provisions of the amended Ordinance V shall, mutatis-mutandis, also be applicable to the Teachers appointed prior to the amendment of this Ordinance**

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## Annexure to Ordinance. V

### FORM OF AGREEMENT OF SERVICE FOR UNIVERSITY TEACHERS

Memorandum of Agreement made this the .....day of.....two thousand..... between Shri/Shrimati (hereinafter called the 'Teacher') of the first part, and the Central University of Haryana established under the Central Universities Act 2009, hereinafter called the University of the second Part.

#### **It is hereby agreed as follows:**

1. That the University hereby appoints Shri/Shrimati to be a member of the teaching staff of the University with effect from the date the said.....takes charge of the duties of his/her office and the said..... hereby accepts the engagement, and undertakes to take such part and perform such duties in the University as may be required by and in accordance with the Act, Statutes and Ordinances, as amended from time to time, of the University, whether the same relate to organization of instruction, or teaching, or the examination of students or their discipline or their welfare, and generally to act under the direction of the authorities of the University.
2. That the Teacher shall be on probation for a period of one year and this probationary period may further be extended by not more than 12 months by the Executive Council. The teacher shall be confirmed in this appointment on the expiration of his/her probationary period, unless not later than one month before the expiration thereof the University inform him/her in writing of its intention not to confirm him/her.
3. That the said..... shall be a whole-time teacher of the University and subject to clause 2 and unless the contract is terminated by the Executive Council or by the teacher as hereinafter provided, shall continue in the service of the University until he/she completes such age as may be prescribed by the Ordinances of the University.
4. That the University shall pay Shri/Shrimati .....during the continuance of his/her engagement hereunder as a remuneration for his/ her services a salary of Rs..... per mensem, raising by annual increments of Rs..... to a maximum salary of Rs..... per mensem :

Provided that wherever there is any change in the nature of the appointment or the emoluments of the teacher, particulars of the change shall be recorded in Schedule I annexed hereto, under the signatures of both parties and the terms of this agreement shall apply mutatis mutandis to the new post and the terms and conditions attached to that post.

5. That the said..... agrees to be bound by the Ordinances and Regulations in force in the University as amended from time to time.

6. The Teacher also agrees to be bound by the Central Civil Services Conduct Rules as amended from time to time.

7. That the teacher shall devote his/her whole time to the service of the University and shall not without the permission of the University, engage, directly or indirectly, in any trade or business whatsoever, or in any private tuition or other work to which any emolument or honorarium is attached, but this prohibition shall not apply to work undertaken in connection with the examinations of Universities or Public Service Commissions, and where the permission of the Vice-Chancellor has been obtained; to any other examination work, nor shall the prohibition be applicable to any literary work or publication.

8. (i) Notwithstanding anything hereinbefore contained, the Executive Council of the University shall be entitled to initiate disciplinary action against the teacher on the ground of misconduct in accordance with the provisions hereinafter set forth.

(ii) The Vice-Chancellor may, when he deems it necessary, suspend the teacher on the ground of misconduct or pending investigation of the charges against him/her. When he suspends the teacher, he shall report it to the next meeting of the Executive Council.

(iii) The Executive Council shall investigate all matters reported to it by the Vice-Chancellor about the misconduct of the teacher whether he has been suspended or not. The Executive Council may appoint a Committee for the purpose. The teacher shall be notified in writing of the charges against him and shall be given not less than three weeks' time to submit his explanation in writing.

The Executive Council or the Committee may hear the teacher and take such evidence as it may consider necessary. The Executive Council may impose any of the following penalties on the teacher, where it deems that the misconduct of the teacher deserves to be dealt within that manner, after it has considered the explanation and the evidence, if any, and/or the report of the Committee, if one has been appointed:

- (i) Censure
- (ii) Withholding of increment with or without cumulative effect
- (iii) Withholding of promotion for a specified period
- (iv) Reduction to lower grade or post for a specified period
- (v) Compulsory retirement
- (vi) Termination/ disengagement of service.

(iv) Where the termination of the service or compulsory retirement on the ground of misconduct is after suspension by the Vice-Chancellor as aforesaid, the termination of service or compulsory retirement will be from the date of suspension.

9. The penalty of termination/ disengagement of Service/ Compulsory retirement under these provisions shall not be imposed by the Executive Council except by a resolution passed by a vote of not less than a two-thirds majority of the members present at the meeting, provided that the two thirds majority is not less than half the total number of members of the Executive Council. Before a resolution, under this clause is passed the Executive Council shall give notice to the teacher of the proposal to impose the penalty of termination/ disengagement/compulsory retirement and not less than three weeks' time to make such representation as the teacher may like to make. Every resolution terminating the service/compulsory retirement under this clause shall be passed only after consideration of representation, if any, of the teacher. The teacher whose services are terminated or who is compulsory retired under this clause shall be given not less than one months' notice from the date on which he is notified of the resolution or not less than one months' salary in lieu of notice.

10. The teacher may prefer an appeal against the decision of the Executive Council for imposition of the penalty of termination/ disengagement/ compulsory retirement within 30 days of the date of the order to the Executive Council. The Executive Council will refer the appeal to an Appeal Committee consisting of a nominee of the Chancellor as Chairman, a nominee of the Executive Council and a representative of the teacher concerned. The Appeal Committee will submit its findings to the Executive Council, who after considering the findings of the Committee, will pass appropriate orders on the appeal.

Provided that during the pendency of the appeal, the teacher shall continue to draw such salary or subsistence allowance, as the case may be as he was drawing immediately prior to his termination/ disengagement/ compulsory retirement.

11. The teacher may, at any time, terminate his/her engagement by giving the Executive Council three months' notice in writing, or by payment of an amount equal to three months' salary in lieu of notice.

12. On the termination of this engagement from whatever cause the teacher shall deliver up to the University all books, apparatus, records and such other articles belonging to the University as may be due from him/ her.

**SCHEDULE I**

Name of Teacher in full.....

Address.....

Designation.....

Salary Rs..... in the grade of .....

Note: The changes in the grade, salary or designation should be briefly described.

Change of designation or grade

Signature of Teacher

Date of approval of E.C.

Date from which change takes effect

Signature of Officer  
for University.