

**STATUTE 31: MANNER OF APPOINTMENT, TERMS AND CONDITIONS OF SERVICE OF TEACHERS APPOINTED BY THE UNIVERSITY**

In pursuance of the provisions of sub-section (2) of section 26 of the Guru Gobind Singh Indraprastha University Act, 1998 (9 of 1998), the Board of Management of the Guru Gobind Singh Indraprastha University, with the prior approval of Chancellor, hereby makes the following statute relating to the manner of appointment, terms and conditions of service of teachers appointed by the University.

**1. Short Title and Application**

- 1.1 This Statute may be called Guru Gobind Singh Indraprastha University Statute 31.
- 1.2 This shall apply to teachers which shall include Professors, Associate Professors, Readers and Lecturers and such other posts of the University as may be treated at par with teachers by the Board of Management.
- 1.3 The terms and conditions of service of the teachers appointed by the University shall be those as embodied in the Agreement of Service annexed hereto which every teacher of the University appointed on regular basis shall be required to enter into.

**2. Definitions**

Words and expressions used in this Statute shall have the meanings assigned to them in the Act and the First statutes, unless the context otherwise requires.

**3. Recruitment**

- 3.1 Subject to the fulfillment of the requirements as prescribed in the Recruitment Rules for each post and with the exceptions as provided in Statute 17, all permanent posts of teachers shall be filled by direct recruitment through all India advertisement and selection on the basis of merit by duly constituted selection committees set up under Statute 16 after interviewing the candidates. The appointments will be made by the Board of Management on the recommendations of the Selection Committees.

Appointments may also be made on the recommendation of a selection committee for a particular post by considering the candidature in absentia in any special case.

**3.2 Reservations**

Reservation of posts for candidates belonging to Scheduled Castes / Scheduled Tribes / Other Backward Classes / Handicapped and other special categories shall apply to such posts, as are to be filled by direct recruitment, as per the instructions issued by the U.G.C. or statutory instructions, as the case may be.

#### 4. **Medical Fitness**

##### 4.1 On First Appointment

Every teacher, on his first appointment in the University through direct recruitment on regular basis shall be required to produce a medical certificate of fitness in the prescribed form from the competent authority of a Govt. hospital of Govt. of NCT of Delhi or Govt. of India. In case he is not declared fit by the medical officer, the candidate may prefer an appeal within a month against the findings of the medical officer examining him, to the Vice-Chancellor who, after considering the appeal of the candidate, may refer the candidate to a medical board of a Govt. of NCT or Govt. of India hospital for undergoing fresh Medical Examination and the decision of the Medical Board shall be final.

Provided that in case where a teacher has already been medically examined by a medical authority of a Govt. hospital for his previous appointment and if the required standard of medical fitness for the new post is the same, he shall not be required to undergo a fresh medical examination.

##### 4.2 For Efficient Discharge Of Duties

The appointing authority may require a teacher to appear before a medical board of a Govt. of Delhi hospital or Govt. of India hospital to test his physical or mental fitness necessary for the efficient discharge of the duties of his post, whenever it has reasons to believe that the teacher is not fit to perform his duties satisfactorily. The teacher shall, however, have the right to appeal to the appellate medical board against the decision of the first medical board.

#### 5. **Joining Time**

The joining time shall be according to the rules as specified in the regulations.

#### 6. **Declaration of Age**

A candidate shall make a declaration of his age to the University at the time of his entry into service, based on his matriculation or equivalent certificate. After the declaration of age and acceptance of the same by the University, it shall be legally binding on him and no revision of age shall be allowed to be made, at a later date for any purpose whatsoever.

#### 7. **Whole Time of An Employee**

7.1 Unless otherwise expressly provided for, the whole time of a teacher shall be at the disposal of the University and he/she shall serve the University in such capacity and in such a manner and at such places as he/she may, from time to time, be directed by the University.

7.2 A teacher of the University may be called upon to perform any duty as may be assigned to him in the interest of and for the purposes of the University.

**8. Pay and Allowances; 9. Annual Increments; 10. Career Advancement; & 11. Counting of Past Service**

**The Pay & Allowances, Incentives for Higher Qualifications, Annual Increments, Counting of Past Services and Career Advancement Scheme, shall be governed by the University's Regulation/ Ordinance being formulated on the subject on the guidelines of the UGC's Regulations.**

**12. Period of Probation and Confirmation**

12.1 Every teacher appointed against a permanent post shall be on probation on such post for a period of twelve months provided that the appointing authority may extend the period of probation for a period of another twelve months.

12.2 In case of a teacher appointed on probation, the appointment may be terminated by one month's notice or by payment of a sum equivalent to one month's salary by either party choosing to terminate the appointment, without assigning any reason :

Provided that where the service is of less than three months, neither any notice nor payment of salary in lieu of notice shall be required.

12.3 During the period of probation, if a teacher is found unsuitable for holding that post or has not completed his period of probation satisfactorily, the appointing authority may, in case of a teacher appointed by direct recruitment, terminate his/her services in the University by giving one month's notice or paying him/her one month's salary in lieu of one month notice or unexpired portion thereof, or

12.4 On satisfactory completion of the period of probation, a teacher shall be eligible for confirmation on that post subject to the conditions laid down in the ordinances, to be notified.

**13. Seniority**

13.1 The seniority of a teacher in a particular discipline shall be determined in accordance with the following principles:

(i) Where two or more teachers are selected at the same time for appointment, seniority shall be based on the ranking given by the selection committee provided that the date of joining in case of a teacher who has been ranked higher is not later than 3 months from the date of issue of the appointment letter to him.

(ii) Where no ranking has been indicated by the selection committee and two or more teachers join on one and the same date;

(a) in case where such teachers are appointed from a lower post according to their inter-se seniority in the lower post, and

- (b) in any other case, according to the age of the persons joining, the older person being deemed senior.
- (iii) Save in the cases covered by sub-clauses (i) and (ii), seniority shall be determined according to the date of joining of the teacher concerned.

#### **14. Temporary and Permanent Service**

- 14.1 A teacher shall be in the temporary service of the University, until he/she is confirmed on a permanent post in the University subject to the laid down provisions in this regard.
- 14.2 A teacher confirmed on a permanent post in the University shall be in the permanent service of the University subject to the provisions in the Act and the Statutes.

#### **15. Resignation**

Subject to the acceptance of resignation by the competent authority, a permanent or temporary teacher may, by giving notice of three months or one month respectively in writing to the appointing authority, resign from the service of the University.

#### **16. Superannuation and Re-Employment of Teachers**

- 16.1 Teachers in the permanent whole time service of the University shall retire on the age of 65 years. However, there shall be a comprehensive review of the services rendered by the teachers by an Expert Committee after the age of 62 years. If on review it is found that the teacher has not performed well then he/she would automatically stand superannuated at the age of 62 years. While a teacher whose date of birth falls on any day other than the first day of the month, shall retire on superannuation on the last day of that month, one whose date of birth is the first day of a month, shall retire on superannuation on the last date of the superannuation month.**
- 16.2 The Board of Management may, on the recommendation of the Vice-Chancellor, re-employ a superannuated distinguished teacher on contractual basis beyond the age of 65 years and upto the age of 70 years. Re-employment beyond the age of superannuation shall, however, be done selectively, for a limited period of 3 years in the first instance and then for another further period of two years purely on the basis of merit, experience, area of specialization on year to year basis and if the Board of Management is satisfied that the services of such teacher are required in the interest of the University.**
- 16.3 Subject to the provisions of sub-clause(2), the terms and conditions of service of a re-employed teacher including his salary and other benefits admissible to him (except leave) will be in accordance with the guidelines prescribed by the Board of Management from time to time.
- 16.4 A teacher who has completed twenty years of qualifying service may, by giving notice of not less than three months in writing, retire voluntarily from service on

the terms and conditions as laid down in the ordinance relating to the scheme of Contributory Provident Fund-cum-Gratuity.

### **17. Superannuation Benefits**

- 17.1 The benefit in service, up to a maximum of 3 years, shall be provided to the teachers who have acquired Ph.D. degree at the time of entry.
- 17.2 Other conditions with respect to superannuation benefits shall be as admissible to the employees of the University under the ordinance relating to Contributory Provident Fund-cum- Gratuity scheme.

### **18. Leave Rules**

Leave rules, as laid down in the regulations shall be followed for University teachers, which shall confirm to U.G.C. guidelines.

- 19. Performance Appraisal
- 19.1 Performance appraisal for teachers including self appraisal of performance as per UGC or AICTE guidelines, as the case may be, shall be written in the proforma prescribed in the regulations. Performance appraisal shall be a mandatory part of the career advancement scheme.
- 19.2 The performance appraisal reports shall be submitted to the reviewing and accepting authorities as prescribed in the regulations.

### **20. Code of Professional Ethics:**

The code of professional ethics as laid down in the ordinances shall be applicable to all the teaching staff of the University.

### **21. Lien and Deputation**

The appointing authority may allow a teacher of the University to be on deputation to an outside agency on such terms and conditions relating to payment of leave and other contribution etc., as mutually agreed upon between the University and the borrowing authority.

### **22. Vacation**

- 22.1 Vacation will be of such duration and dates as notified in the academic calendar of the University every year and in accordance with U.G.C. guidelines.
- 22.2 Teaching staff of the University and any other staff declared as such shall be entitled to avail themselves of the vacation and termed "vacation staff".
- 22.3 Vacation staff cannot automatically avail of the vacation. In case the exigencies so demand, any member of vacation staff can be called for duty during vacation. In such case leave at 1/3 of the period during which he/she is asked to work during the vacation, will be credited as Earned Leave, in addition to the Earned Leave admissible to him/her as per leave rules.

### **23. Compulsory Deductions-**

- 23.1 No deduction of any kind shall be made from the salary of a teacher except,

- (i) where a teacher contributes to a duly established Provident Fund, the rules whereof have been approved by the University, the contributions to that Fund at the prescribed rate shall be deducted from his/her salary each month.
- (ii) where a teacher occupies a house or other dwelling accommodation provided by the University, the amount of the licence fee of that house or other dwelling accommodation shall be deducted from his/her salary each month, but where the teacher is required to occupy the house or other dwelling accommodation as part of the term of his/her engagement, the amount of rent payable shall not exceed one-tenth of his/her monthly salary.
- (iii) where a teacher agrees for certain deductions like refund of advances taken from provident fund, house building advance, conveyance advance, etc., electricity and water charges in respect of a house provided by the University, deductions shall accordingly be made, or where any deductions are required to be made under any law or by an order of the Court, such deductions shall also be made.

#### **24. Special Provision For Existing Employees**

- 24.1 Every teacher holding a regular post in the University at the time of notification of this statute, other than those teachers who are on deputation, shall, on such notification be deemed to have been appointed under the provisions of this statute and will be required to sign the agreement as prescribed, in case he intends to continue.

#### **25. Record of Service**

- 25.1 There shall be a personal file for every teacher in which shall be placed all papers, records and other documents relating to his/her service in the University.
- 25.2 In addition to the personal file, a service book shall also be maintained in respect of each teacher in prescribed form. This shall contain a history of his/her service from the date of his/her appointment in the University including grant of increment, promotion, reward, punishment, availing of L.T.C. and all other important events of his/her career. The Service Book shall also contain a leave account of the teacher showing the complete record of all kinds of leave (except casual leave) earned and availed of by him/her and the balance of leave at his/her credit.
- 25.3 The entries in the service book shall be authenticated by an officer authorised in this behalf by the Vice-Chancellor.

#### **26. Leave Travel Concession**

Teachers with more than one year continuous service and having been borne on regular establishment shall be entitled to Leave Travel Concession as specified in the regulations.

**27. Provident Fund/Pension/Gratuity/other Retirement Benefits etc.**

- 27.1 The teachers of the University will be covered under Contributory Provident Fund-cum-Gratuity scheme as adopted by the University.
- 27.2 They will not be entitled to pension but they will be entitled to other retirement benefits, according to Contributory Provident Fund-cum-Gratuity ordinance as adopted by the University.
- 27.3 Teachers who already contribute to the G.P.F. at the time of joining the University will have to opt to the Contributory Provident Fund scheme of the University as laid down in the Ordinance. They will not be entitled to pension, but they will be entitled to such other benefits as are admissible to such category of employees.

**28. Group Insurance Scheme**

Teachers shall be covered under group insurance scheme as adopted by the University.

**29. Travelling and Daily Allowances etc.**

Teachers shall be entitled to travelling and daily allowance etc. according to the provisions applicable to employees of the University as notified in the regulations.

**30. Medical Attendance And Treatment**

Teachers shall be entitled to medical facilities and reimbursement of medical expenses incurred for treatment for themselves and their families and dependents as set out in the regulations.

**31. Residuary Conditions of Service & Removal of Doubts**

Any matter relating to the conditions of service of teachers for which no specific provision is made in this statute, shall be determined by the Board of Management. Where a doubt arises as to the interpretation or application of any of the provisions of this Statute, the matter will be referred to the Board of Management for a decision, which shall be final.

**Gazette Notification No.F1 (26) / Stat/IPU/DRP/ 2004 dated 02.12.2004  
Amendment clause 16.1 and 16.2 No. F1 (26) Stat/IPU/DRP/ 2004 dated  
02.12.2004/2556 dated 20.12.2005.**

**Amendment clause 16.1 and 16.2 No. F.5 (194) Misc. Stat/IPU/DRP/ 2007/  
17292 dated 25.02.2008.**

BOM resolution : 45.05 dated 11.02.2011  
(*Partial amendment in Clause 8, 9, 10,11 and 16*)

**Chancellor's approval dated : 11.04.2011**

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