



## **CRITERIA 6**

**6.2.1 The institutional perspective plan is effectively deployed and functioning of the institutional bodies is effective and efficient as visible from policies, administrative setup, appointment, service rules, and procedures, etc. (5 Marks)**

### **IN THIS FILE**

- **Service Rules/HR Policies**

# **SERVICE RULES PROCEDURES**

# **Sushant** University

**Employee Hand Book**

**SERVICE REGULATION, LEAVE RULES & Travel Policy**

**(Under Section 34 of Haryana State Private Universities Act 2006)**

**Extracted from the**

**"SERVICE REGULATION & LEAVE RULES"**

**To Be referred along with the amendments annexed herewith  
based on the changes approved in the Statutory body  
meetings and accordingly incorporated in the revised  
Employee Hand Book.**



**PART –I**  
**SERVICE REGULATIONS**

*In these Regulations, unless the context otherwise requires, all Definitions specified in the act, the Statues and Ordinances shall also apply.*



**SERVICE REGULATIONS****1. SHORT TITLE**

1.1 These REGULATIONS shall be called the "SUSHANT UNIVERSITY SERVICE REGULATIONS". These REGULATIONS shall apply to all employees, whether ad-hoc, temporary, part time, contractual or permanent, in the service of the SUSHANT University

1.2 The Board of Management herein after called "BOM" with the approval of the Governing Body, reserves the exclusive right, at any time hereafter and without notice, to amend, alter, modify, add or delete any provision to all or any of these service regulations, from time to time and, to bring such amendments, alterations, modifications, additions, deletions into effect from a date to be notified by the "BOM".

Such amendments, alterations, modifications, additions, deletions if any, shall become binding on all the employees covered by these service regulations from the date of their notification by the University.

The Chancellor of the University or the person empowered by the Chancellor shall have the exclusive power to clarify any issue or to remove any doubt relating to these "service regulations" and or its implementation.

1.3 Definitions

In these rules, unless there is anything repugnant to the subject or context:

- a. "CCT" means "CHARANJIV CHARITABLE TRUST" hereinafter called 'CCT' which is responsible for the establishment and management of the SUSHANT University, as sponsoring body.
- b. The "University" means SUSHANT University, hereinafter called "SU" established by the CCT under the Haryana Private Universities Act, 2006 and the Haryana Private Universities (Amendment) Act, 2012 and also implies the authorities of the University and the Management.
- c. "Employee" includes all employees, in whole or part time employment of the University, whether such employment is probationary, adhoc, temporary, regular or contractual.
- d. "Sponsoring Body" means Chiranjiv Charitable Trust.
- e. "Governing Body" means governing body of the university constituted in consonance with the act and statutes.
- f. "Board of Management" means board of management of the university constituted in consonance with the act and statutes.
- g. "Members of the family" in relation to an employee includes:-



- i. The spouse, child or step child of such employee residing with and dependent on him/ her and
- ii. Any other person related, whether by blood or by marriage to the employee or to such employee's wife or husband and wholly dependent on such University employee, but does not include a wife or husband legally separated from the employee or child or step child who is no longer in any way dependent upon him or her, or whose custody the employee has been deprived of by law.
- h. "Service" means service with the University.
- i. "Management" means management of the sponsoring body i.e. Chiranjiv Charitable trust and inter-alia signifies the authorities of the university also unless the context requires otherwise.
- j. The "BOM" means the Board of Management of SUSHANT University
- k. The "Vice-Chancellor means the persons appointed by Chancellor of the University, who shall be the principle academic and executive officer/executive head of the University and who shall be responsible for the proper and efficient administration of the University in accordance with the rules and guidelines laid down in this respect by the act and statutes for the imparting of instruction and maintenance of discipline therein and compliances of all applicable laws.
- l. "Registrar" means Registrar of the SUSHANT University, who shall be the member Secretary to the authorities of the University established as per the act of 2006 and also shall be the signing authority and custodian of the records of the university
- m. "Chancellor" means Chancellor of the University.
- n. "Chairman" means the chairman of the Chiranjiv Charitable trust
- o. "Pay" means the monthly pay (excluding allowances and reimbursements) including increments drawn by the employee from time to time.
- p. "An emolument" means the total amount including pay and allowances drawn by the employee from time to time.
- q. "Temporary employee" means an employee appointed on probation and who has not been confirmed in his post. It includes a person whose period of probation has been extended for any reason.
- r. "Leave" means various kinds of leave as detailed in the Leave Rules at Part-II of these regulations.
- s. "Probationary employee" means an employee appointed on probation and who has not been confirmed in his post. It includes a person whose period of probation has been extended for any reason.

- t. "Regular employee" means an employee, who upon satisfactory completion of his period of probation, has been confirmed in his employment by a written order.

## **2. CODE OF CONDUCT**

### **2.1 Application**

The provisions contained in this schedule shall apply, without exception, to all employees of the University whether, ad-hoc temporary, contractual, part time, probationary or regular. All employees shall be governed by the code of conduct, as specified therein and every employee, without exception shall be liable to strict disciplinary action, including suspension and or termination for the breach of any provision(s) of the code of conduct.

The Vice-Chancellor shall initiate disciplinary proceedings for non compliance of the code of conduct/ service regulations/ leave rules or any other regulations of the University that may be in force from time to time by any employee and shall have the power to appoint an enquiry officer(s) to conduct an inquiry into the charges against such an employee. In exceptional circumstances the Vice-Chancellor can be empowered to make his own opinion without appointing an enquiry committee and initiate action against the employee.

The Vice Chancellor by a resolution passed by the sponsoring body will be authorised to administer and control all the matters relating to implementation of these service & leave regulations in adherence to all applicable laws, prevailing from time to and as may be applicable to the University.

### **2.2 General:**

- i. Every employee shall at all times maintain absolute integrity and commitment to duty, honesty and impartial in his/her official dealings.
- ii. The University expects all employees to display courtesy in his/her dealings with other members of the staff, students and members of the public.
- iii. Unless otherwise stated specifically in the terms of appointment, every employee is a whole time employee of the University, and may be called upon to perform such duties as may be assigned to him/her by the Vice-Chancellor or his/her higher officer, beyond scheduled working hours and on closed holidays and Sundays. These duties inter alia shall include attendance at meetings of committees to which he/she may be appointed by the University.
- iv. An employee shall be required to observe the schedule hours of work, as may be notified from time to time, during which he/she must be present at the place of his/her duty. Unless otherwise stated, all employees of the

University are required to work effectively for at least 40 hours per week. Working hours for the employees associated with the essential services will be 48 hours per week. The lunch break will be only for 30 minutes during the day as per the time schedule conducive to the various departments of the University and as determined by the HOD of the concerned department.

- v. Except for valid reasons and/or unforeseen contingencies no employee shall absent himself/ herself from duty without prior permission of the designated authority.
- vi. No employee shall leave station (Delhi/ Gurgaon) except with the prior permission of the Vice-Chancellor or his functional head or designated authority, even during leave or vacation.
- vii. Whenever leaving the station, an employee shall inform the Vice-Chancellor or his functional head or designated authority to which he/she is attached, the address where he/she would be available during the period of his/her absence from station.
- viii. All employees are expected to behave according to the ideals of national integration showing love, concern, respect to all without any discrimination whatsoever of gender, caste, creed or community. Any act or speech against this rule will be considered a serious breach of discipline and will invite strict disciplinary action including suspension and/or termination from service.
- ix. Any association, active or passive by any employee with any unlawful organization is strictly forbidden.
- x. Consumption or distribution of alcohol/ drugs/prohibited substance, by an employee within the University's premises is prohibited.
- xi. Possession or carrying of any kind of arms and ammunition or weapon of assault by an employee, within the University's premises, is strictly prohibited.
- xii. All correspondence addressed to an employee or by him/her on behalf of the University or by the University including press and other such copies of correspondence, all vouchers, books including all note books containing all notes or records or prices or other data and apparatus, samples and/or other goods belonging to the University, circulars and all other papers and document of any nature whatsoever, relating to the University's affairs which shall come into his/ her possession in the course of his/ her employment shall be the absolute property of the University and he/she shall, at any time, during service or termination thereof or upon his/ her





leaving the services of the University hand-over the same to the University without demand or claim thereof.

- xiii. All appointment done by the University shall be treated as private service contracts and will be dealt with the law of contract and equity. No specific performance of the private service contract will be enforced by the employees and by having accepted the terms and conditions of the service contract the employees deemed to have understood this provision hence barred in seeking reinstatement of service through legal recourse, in case of termination of services.
- xiv. NO FACULTY MEMBER (TEACHER) SHALL:-
- Knowingly or willfully neglect his/her duties.
  - Propagate through his/her teaching lesson or otherwise, a communal or sectarian outlook, or incite or allow any student to indulge in communal or sectarian activities.
  - Discriminate against any student or any other person on grounds of caste, creed, gender, language, place of origin, social and cultural background etc.
  - Indulge in or encourage, any form of malpractice connected with the examination or any other activity of the University.
  - While being present at the University, absent himself/ herself from classes except with the prior permission of the Vice-Chancellor or his/her functional head or designated authority to which he/she is attached, from class which he/she is required to attend.
  - Provided that where such absence without leave or without the prior permission of the Vice-Chancellor or his /her functional head and in his/her absence, the designated authority to which he/she is attached, is due to reasons beyond the control of the teacher, it shall not be deemed to be a breach of discipline and or the code of conduct, if on return to duty, the teacher has applied for and obtained, ex post facto, the necessary sanction for the leave availed.
  - Accept or give private tuition to any student of the University or any other person without the written permission of the Vice-Chancellor.
  - Prepare or publish any book(s) commonly known as guides, or assist, in their publication other than under authority of the University, obtained through the Vice-Chancellor.
  - Enter into any monetary transactions with any student or parent. Accept or permit any member of his/her family or any other person acting on



his/her behalf to accept any gift or receive advantage from any student, parent or any person(s) with whom he/she has come into contact by virtue of his/her being in the employment of the University.

**NOTE:**

- A casual meal, gift or other social hospitality of a casual nature shall not be considered as a gift.
- On occasions such as weddings, anniversaries, funerals or religious functions when the making of a gift is in conformity with the prevailing religious or social customs, a teacher may accept a gift from students/parents if the value thereof is not unreasonably high.
- Besides academic problems, teachers are expected to solve personal and behavioral problems of student (s) as well. If in any event a student does not show any improvement despite counseling and, if the teacher is convinced that the student needs special help, he/ she must immediately bring this fact to the notice of the Vice-Chancellor /course coordinator/Dean/ designated authority.
- A teacher shall not be unreasonable in his/her demands from a student and should avoid any favoritism. Whilst the teacher may be firm and consistent with his/ her student(s), every teacher must remember that student(s) have their self respect and must not be subjected to any threat, ridicule, sarcasm, or unreasonable punishment.

**Every employee shall: -**

- Be punctual and adhere to attendance norms specified from time to time. Abide by the Regulations of the University and also show due respect to his/her higher authority.
- All the full time regular staff or staff appointed on contract irrespective of the period of appointment shall have to register their daily attendance through bio-metric attendance sensors installed in the campus of the institution. The monthly salary will be processed based on the attendance data generated by the bio metric system. The detailed guidelines which may be amended time to time are appended with these service regulations as **Annex. - I.**
- Be responsible for the discipline of students even outside the classrooms on the premises of the University. Since supervision during the break or off time is vital for the protection of the property of the University employees may, from time to time, be allotted such duties to maintain discipline and orderliness at the University.

- Be responsible for the proper care, operation and maintenance of all equipment and machinery, aids, furniture and fixture and sports equipment etc. under their care. The appropriate authority should immediately be informed of any damage caused or any repairs/replacements that may be required.
- Ensure that no student(s) indulges in ragging, canvassing and/or cause harassment of any kind to other student(s) by whatsoever name called as it is strictly prohibited under law.
- Not through any action or omission or any form of speech etc. disturb or vitiate, in any manner whatsoever, the peace, dignity and harmony of the University.

### **3. TAKING PART IN POLITICS AND ELECTION**

- 3.1 No employee shall take part in politics or be associated with any party or organization which takes part in political activity.
- 3.2 No employee shall canvas or otherwise interfere or use his influence in connection with or take part in any election to a legislative body or local authority.

Provided that an employee of the University qualified to vote at such election may exercise his right to vote but where he does - so, he shall give no indication of the manner in which he proposes to vote or has voted.

### **4. CONNECTION WITH PRESS OR RADIO OR PATENTS**

- 4.1 No employee shall, except with the prior sanction of the Vice-Chancellor own wholly or in part, or conduct or participate in the editing or managing of any newspaper or other periodical publications.
- 4.2 No employee shall, except with the prior sanction of the Vice-Chancellor or any other authority empowered by him/ her in this behalf, or in the bona-fide discharge of his/her duties, participate in a radio broadcast or contribute any article or write any letter either anonymously or in his/her own name or in the name of any other person to any newspaper or periodical.

Provided that no such sanction shall be required if such broadcast or such contribution is of a purely literary, artistic or scientific character.

#### **NOTE:**

Members of the staff are at liberty however, without any sanction, to publish their original scientific works in journals of repute in India and abroad. However, in case of any financial implication involving the University in publishing the work, prior sanction of the Vice-Chancellor will be necessary.



Such articles must be strictly confined to purely scientific subjects and should not touch upon administrative matters related to the University. They shall be free from all political leanings.

Publications of articles relating to India's boundary areas and the tribal population in such areas is prohibited without prior permission of the Vice-Chancellor and if necessary, the Government of India.

- 4.3 If during the term of his/ her employment, an employee shall make any inventions or improvements relating to the manufacture of any materials or products, all rights in respect of such invention or improvement shall belong to the University, and he/she will, if required, at the cost of the University cause such inventions or improvements to be patented in such countries as the University may desire and shall when required to do concur in all things necessary to cause or procure any patent or patents so obtained, to be vested in the University.

**5. CRITICISM OF THE UNIVERSITY:**

No employee shall, in any radio broadcast or in any document published anonymously or in his/ her own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion:

- 5.1 Which has the effect of any adverse criticism of any current or recent policy or action of the University; or
- 5.2 Which is capable of embarrassing the relations between the University and the Central Government or any State Government including any of their agencies or any other institution or Organization or members of the public.

Provided that nothing in this paragraph shall apply to any statements made or view expressed by an employee in his/ her official capacity or in the due performance of duties assigned to him/her.

**6. EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY:**

- 6.1 No employee shall, except with the prior sanction of the Vice-Chancellor, give evidence in connection with any inquiry conducted by any person, committee or authority.
- 6.2 Where any sanction has been accorded, no employee giving such evidence shall criticize the policy or any action of the University or the Central Government or any State Government or their respective agencies. Nothing in this paragraph shall apply to:-
- a. Evidence given at any inquiry before any authority appointed by the University by Parliament or by a State Legislature; or
  - b. Evidence given in any judicial enquiry; or
  - c. Evidence given in any departmental enquiry ordered by the Vice-Chancellor of the University.

**7. UNAUTHORIZED COMMUNICATION OF INFORMATION:**

- 7.1 No employee shall, except in accordance with any general or special order of the Vice-Chancellor or in the performance in good faith of the duties assigned to him/ her, communicate, directly or indirectly any official document or information to any person to whom he/she is not authorized to communicate such document or information.
- 7.2 During the term of his/ her employment with the University, or at any time thereafter, an employee shall not use or disclose to the other society, firm, organization or person any information concerning the secrets, activities or affairs of the University, nor countenance any act prejudicial to the interest of the University.
- 7.3 By virtue of his/ her assignment with the University, an employee may acquire technical knowhow and gain access to secrets relating to the University's activities. It is, distinctly understood that in the event of his/ her relinquishing his/her employment with the University, he/she will under no circumstances divulge the technical knowhow and secrets of the University or uses these in any manner detrimental to the University. In the event of an employee violating this condition, the University will be entitled to claim damages at his /her cost and take any action as it may deem fit against him/her.

**8. PRIVATE TRADE EMPLOYMENT**

No employee shall, except with the permission of the Vice Chancellor /Management/BOM engage directly or indirectly in any trade or business or any private tuition or undertake any employment outside his/her official assignments.

Provided that the above restrictions shall not apply to academic work and consultative practice undertaken with the permission of the Vice-Chancellor which may be given subject, to as regards acceptance of remuneration, as may be laid down by the University from time to time.

**9. INVESTMENTS, LENDING AND BORROWING:**

- 9.1 No employee makes or permits his/her spouse or any member of his/ her family to make any investment likely to embarrass or influence him / her in the discharge of his /her official duties. In case the employee comes to know of any such interest, he/she shall promptly bring it to the notice of the Vice-Chancellor in writing.
- 9.2 No employee shall lend money at interest to any person or shall he/she borrow money from any person with whom he/she is likely to have official dealings of any kind whatsoever

**10. INSOLVENCY, HABITUAL INDEBTEDNESS AND CRIMINAL PROCEEDINGS**

- 10.1 An employee shall so manage his/her private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to be arrested for debt he/she may be liable for dismissal. An employee who becomes the subject of legal proceedings for insolvency shall forthwith report full facts to the University.





10.2 An employee who gets involved in some criminal proceedings shall immediately inform the Vice-Chancellor through the Head of Department to which he/she is attached, irrespective of the fact whether he / she has been released on bail or not.

10.3 An employee who is detained in police custody whether on criminal charge or otherwise for a period longer than 8 hours shall not join his/her duties at the University unless he/she has obtained written permission to that effect from the Vice-Chancellor of the University.

#### **11. VINDICATION OF ACTS AND CHARACTER OF EMPLOYEES**

No employee shall, except with the prior sanction of the Vice-Chancellor, take recourse to any court of law or to the press for the vindication of any act, which has been the subject matter of adverse criticism or an attack of defamatory character.

Provided nothing in this rule, shall be deemed to prohibit an employee, from vindicating his private character or any act done by him/ her in his/her private capacity.

#### **12. REPRESENTATIONS**

Whenever an employee wishes to put forth any claim, or seeks redress of any grievances or of any wrong done to him/ her, he/she must forward his/her case through proper channel, and shall not forward such advance copies of his/ her application to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.

#### **13. JURISDICTION**

Dispute(s) if any, arising out of these Service regulations or any other regulations that may be in force from time to time or the terms of employment of any employee shall be subject to the jurisdiction of Gurgaon Courts only.

#### **14. IDENTIFICATION**

It shall be mandatory for every employee of the University to carry on his/her personal identity card or any other mark of identification, as may be prescribed by the university from time to time while in the University and produce the same on demand. An employee shall on resigning and/or termination from the services of the University, immediately hand over identity card issued by the University, failing which, full and final settlement of his/her account shall be withheld.

The use of such identity card and/or mark of identification shall be governed by the terms and conditions of the University from time to time.

#### **15. MISCONDUCT**

Without prejudice to the generality of the meaning of misconduct the following acts of omission or commission on the part of the employee shall amount to misconduct.

##### **15.1 Minor Misconduct**

- a) Absence from the appointed place of work without permission.



- b) Idling or loitering during duty hours.
- c) Entering or leaving or attempting to enter or leave the establishment except in accordance with the standing orders or any regulations framed or instructions given by the Employer.
- d) Absence without leave for a day
- e) Late attendance or leaving work earlier
- f) Creating or contributing to insanitary conditions.
- g) Abetment of or incitement to commit any act of minor misconduct
- h) An employee found guilty of minor misconduct may be:-
  - i) Warned or censured or reprimanded.
  - j) Suspended without pay for a period not exceeding 7 days.
  - k) Fined subject to the provisions of payment of wages act.

#### **15.2 Major Misconducts**

- a) Insubordination, refusal to work, or disobedience whether alone or with others of any lawful and reasonable order of a superior including the orders which the Employer may issue under these regulations.
- b) Striking work either singly or with others in contravention of these Service regulations, or agreement, or any statute, law rule or enactment for the time being in force or participating or inciting any employee to strike work or bring about activities detrimental to employer's interest or any interruptions in the work whatsoever.
- c) Hunger strike, go-slow, dharna, gherao, stay in strike for any reason whatsoever.
- d) Blocking or obstructing the gate or gates of the establishment or any of its department.
- e) Thefts, fraud, or dishonest in connection with the employer's business or property or the theft or property of another person or employee on the premises of establishment.
- f) Soliciting, taking offering, or giving bribes or any illegal gratification or accepting costly presents or borrowing from subordinates.
- g) Habitual absence without leave or absence without leave for more than seven consecutive days or over staying the sanctioned leave without sufficient cause.
- h) Late attendance on three occasions or more within a month.
- i) Soliciting or collecting contributions for any purposes whatsoever or distribution, working or affixing any hand bill poster etc. or canvassing union membership or



doing any union activity or personal work at any time in the establishment without the written permission of the employer.

- j) Unauthorized use or occupation of Employer's quarters or permitting others to use them.
- k) Engaging in Trade including money lending within the premises of the establishment without the written permission of the employer.
- l) Riotous, disorderly indecent behavior or wrongfully interfering with work of other employees or any improper act within the establishment premises or preaching or inciting violence.
- m) Commission of any act subversive of discipline.
- n) Neglect of work or gross or habitual negligence.
- o) Breach of the service regulations or any provision of law for the maintenance and running of any department or equipment.
- p) Damage, due to irresponsible action or inadvertence, to any property of the employer or tampering with any equipment, thing or any written record including notice put upon the notice board.
- q) Organization, holding, attending or taking part in any meeting within the establishment without the prior sanction of the employer in writing.
- r) Disclosing to any unauthorized person any information in regard to the process or business of the establishment which may come into possession of an employee in the course of his employment.
- s) Gambling or drinking within the premises of the establishment.
- t) Smoking within the establishment except in places where smoking is permitted.
- u) Refusal to accept, a charge sheet, order or other communication served in accordance with these regulations or refusal to explain when required by superiors.
- v) Unauthorized possession of any lethal weapon in the establishment.
- w) Engaging in other employment while still in the service of the establishment without the prior permission of the employer.
- x) Sleeping during working hours.
- y) Making or publishing false, derogatory defamatory or malicious statements against the establishment or its products or its officers/employees of the establishment.
- z) Willful falsification, defacement or destruction of records of the establishment.
- aa) Failure by an employee to inform the employer of the occurrence in his house of a communicable disease viz., cholera, small pox, Leprosy, diphtheria, , Meningitis,





plague, Bacillary, dysentery, yellow fever, typhoid or enteric fever, Mumps, epidemic, dropsy, Measles and any other contagious disease etc.

bb) Habitual commission of any act of minor misconduct.

cc) Abetment of or incitement to commit any act of major misconduct.

### **15.3 Punishment for major misconduct**

An employee guilty of major misconduct may be:-

- a) Suspended for a period not exceeding one month
- b) Demoted with consequential reduction in salary and status or reduced to a lower stage in the grade or stoppage of increment.
- c) Discharge without notice or compensation in lieu thereof.
- d) Dismissal without notice or compensation in lieu thereof.
- e) The penalties mentioned above (a) and (d) shall only be imposed after employee concerned has had an opportunity to explain his conduct. Before any penalty is imposed, a charge sheet clearly setting forth the allegations against him will be issued requiring him to give an explanation within the specified time limit which will not be less than 24 hours. If no explanation is received within the time fixed or explanation is not satisfactory, an enquiry may be held in which the employee concerned will be given full opportunity to produce evidence and to cross examine management witnesses. The enquiry Officer will submit his report to the university, which in turn, issue final orders in writing and a copy of the said order will be supplied to the employees concerned. In case any previous bad record is relied upon then such record will be brought to the notice to the employee concerned and he will be given opportunity to explain the record before the final orders are passed in his case. If the employee concerned wishes to rely on his past good record as mitigating circumstances he shall produce such record during the enquiry, if any.

## **16. SAFETY OF WOMEN EMPLOYEES**

All male employees of the Company are strictly prohibited to indulge in any sexual harassment, directly or indirectly, at any time, at the workplace, towards any women employee/s

Sexual harassment includes such unwelcomed sexually determined behavior (whether directly or by implication) as: (a) physical contact and advances; (b) a demand or request for sexual favors; (c) Sexually coloured remarks; (d) showing pornography; (e) any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

Sexual harassment by male employee towards a female employee shall constitute a Major Misconduct as per Service regulations of the University resulting in appropriate disciplinary action by the University and punishment shall be imposed on the male employee after he has been given an opportunity to explain his conducts.



A separate SOP has already been prepared and circulated in consonance with the "Vishakha guidelines" as laid down by the Hon'ble Supreme Court of India.

**17. TERMS OF TEMPORARY EMPLOYMENT**

- 17.1 The service of a temporary employee shall be liable to termination at any time by notice in writing given either by the employee to the university or by the university to the employee. The period of such notice shall be one day, unless otherwise agreed to by the University and the employee.
- 17.2 The other terms and conditions of service of such employee shall be such as may be specified by the university in his/her letter of appointment.

**18. APPOINTMENTS ON SPECIAL CONTRACT/HONARARY/EMIRITUS POSITIONS**

Notwithstanding anything contained in these service REGULATIONS, the Chancellor on behalf of the university may, in special circumstances, appoint an eminent person on contract for a period of 2 years subject to renewal for a further period of two years, on appropriate terms and conditions as the management may thinks fit at the time of such engagement.

**19. VICE-CHANCELLOR**

The Vice-Chancellor shall be the Principal academic and executive officer of the University and shall be responsible for the proper administration of the University and for the imparting of instruction and maintenance of discipline therein.

**20. DEAN/HEAD OF DEPARTMENT**

Each School/department of the University shall have a Head who shall be selected by the Vice-Chancellor on rotation basis from amongst the Professors, Associate Professors, provided that when in the opinion of the Vice-Chancellor the situation so demands, the Vice-Chancellor may himself/herself take temporary charge of a department(s) or place under the charge of such other Professor/ Associate Professor from another Department for a period not exceeding six months. The Head of Department shall be responsible for the entire working of the Department, subject to the general and overall control of the Vice-Chancellor.

It shall be the duty of the Head of the Department to ensure that the decisions of the university and of the Vice-Chancellor are faithfully carried out. He/ she shall perform such other duties as may be assigned to him/her by the Vice-Chancellor from time to time. The position of the Dean/ HOD will be rotational and or for a maximum period of three years or any other period which may be decided by the Management.

**21. CLASSIFICATION OF MEMBERS OF THE STAFF**

The members of the staff of the University shall be classified as:

- a) Academic – which term shall include Vice-Chancellor, Director, Dean, Associate Dean, Asstt. Dean, Professor, Associate Professor, Assistant professor, controller

of examination, part time faculty, Visiting faculty, Workshop superintendent,, Instructor, Scientific Officer, and such other academic posts as may be decided by the university.

- b) Technical – which term shall include, System Manager, System Analyst, Software Engineer, Programmer, Civil Engineer, Superintendent, Lab Assistant, foreman, Supervisor (workshop), Carpenter, Mechanic, Overseer, Medical Staff, House Surgeon and other Medical staff, Wardens/ Matron and such other administrative and other staff as may be decided by the university.
- c) Administrative and others – which term shall include Registrar, Director, Joint Registrar, Chief Finance and Accounts Officer , Dy. Registrar, Dy. Director, Assistant Registrar, Assistant Director, Administrative Officer, Asstt. Administrative officer, Section Officer, Training and Placement Officer, Manager/Senior Manager (Marketing) Manager/Senior Manager (Finance and Accounts), Accounts Officer, Audit Officer, Stores Officer, Estate Officer, Accountants, Chief Store Keeper, Steward, Office Superintendent and such other administrative and other staff as may be decided by the university. The term shall also include Head, Training and Placement, Head Marketing/Branding...

Cleaning and other staff – which term shall include Security Guards, Gardeners, Sweepers, Electrician, skilled and unskilled Attendants, Peons etc., and such other staff as may be decided by the university.

#### **RECRUITMENT BY PROMOTION:**

- 22.1** Appointment to a post in any grade by promotion shall be made, whether in a permanent or officiating capacity, from amongst employees serving in posts in the next lower grade.
- 22.2** Every appointment by promotion shall be on the basis of merit and record of service due regard being paid to seniority.

#### **23. ADHOC APPOINTMENTS:**

Notwithstanding anything contained in the above rules, the Board of Management may by a general or special order and subject to such conditions as it may specify in such order delegate to any authority in the University the power to make ad hoc appointments.

#### **24. CONDITIONS OF SERVICES**

Every teacher and such other employee as are mentioned in the Regulations shall be appointed under a written contract, which shall be lodged with the University and a copy thereof shall be furnished to the employee concerned.

#### **25. PLACE OF POSTING:**



Place of posting will be SUSHANT University, Gurgaon, Haryana. However, the management may transfer any Teaching Faculty & other staff to any other offices/campuses/ locations existing or to be opened in future by the University and the sponsoring body. Consequent upon such transfer, the rules and regulations of service applicable to such post or at the place of posting will become applicable.

**26. STANDARD PAY SCALES:**

The standard scales of pay are as given under:

Professor	37400-67000 AGP Rs. 10000
Associate Professor	37400-67000 AGP Rs.9000
Assistant Professor	GR 115600-39100 AGP Rs.6000
	GR 215600-39100 AGP Rs.7000
	GR 315600-39100 AGP Rs.8000

The management reserves the right to offer different pay scales, consolidated honorarium or alternative pay packages to the teachers of the university besides the above standard pay scale. A professor holding substantive post may additionally be assigned Deanship for academic administration of School of study of the university and a separate special allowance/honorarium in addition to the normal pay package of the post of Professor, as may be decided by the management of the University, keeping in view the stature and credentials of the said professor may also be paid for such additional assignment as Dean till the incumbent holds the position. This will be applicable only for the Dean of the School of study of the University and not for other equivalent positions.

**27. INCENTIVES FOR PH.D.**

If a candidate is appointed as Asstt. Prof. with Ph.D. two increments may be made admissible, as per the discretion of the appointing authority.

**28. FITNESS:**

No person shall be appointed to any post unless the appointing authority is satisfied that he possesses good character and antecedents.

The appointment and its continuance is subject to being found and remaining medically (physically and mentally) fit. The University reserves the right to have any employee medically examined at any time during the course of employment through a medical practitioner nominated by the management and a report of medical examination will be submitted to the management whose decision in this regard will be final and binding.

**29. VARIATIONS IN TERMS AND CONDITIONS OF SERVICE:**

Every teacher of the University shall be bound by the Regulations which are in force in the University from time to time.



**30. SPECIAL CONTRACTS:**

Notwithstanding anything contained in the Ordinance, the Board of Management may, in special cases, appoint teachers on contract on such terms and conditions as it may deem fit:

Provided that no appointment shall be made under this clause for a period exceeding two years at a time.

**31. TERM OF EMPLOYMENT OF TEACHERS:**

No teacher of the University, without the permission of the Board of Management 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 except in work the work undertaken in connection with the examination of Universities or learned Bodies or Public Service Commissions or to any literary work or publication or radio talk or extension lectures or, to any other academic work with the permission of the Vice-Chancellor.

**32. 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 there under, for the time being in force, and generally act under the direction of the authorities of the University.

**33. PROBATION:**

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 further that the condition of probation shall not apply in the case of teachers appointed on invitation by the Board of Management with specific provisions.

**34. CONFIRMATION/ANNUAL APPRAISAL:**

Annual appraisal will be done by the University for the purpose of annual review of the performance of the employees/ confirmation/grant of annual increment/ promotions.

This appraisal consists of:

**34.1** Self appraisal of the employee.

**34.2** Appraisal by the immediate authority (with feedback session with the subordinate)

**35.3** Such appraisals will be placed before the committee that may be constituted by the Vice- Chancellor for the purpose, in which Vice Chancellor will be the Chairman and Registrar as member Secretary. The decision taken by the committee will be implemented/communicated by the Registrar or officer authorized by the Vice Chancellor

**36 AGE OF RETIREMENT:**



All appointments to posts under the University shall ordinarily be made on probation for a period of one year after which period the appointee, if confirmed, shall continue to hold his office subject to the provisions of the Service Rules, till the end of the month in which he attains the age of 60 years. As per the Haryana Private Universities Act 2006 the Vice Chancellor can initially be appointed for a period of 3 Years which can be extended for a similar term at the discretion of the management. This signifies that the tenure of the Vice Chancellor will be maximum 6 yrs or completion of 65 years of age whichever is earlier unless expressly revised by the management beyond 65 years. However, any extension beyond the age of 65 years cannot be more than the age limit prescribed by the Government of Haryana for Vice Chancellors of State Universities.

**37. RE-EMPLOYMENT IN SERVICE BEYOND THE DATE OF RETIREMENT:**

Nothing in these rules shall be construed to limit or abridge the power of the Board of Management to re-employ persons in the service of the University who have reached the date of retirement prescribed by the Board of Management provided that:-

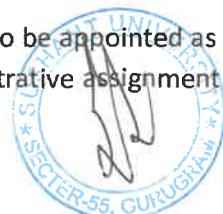
**37.1** such re-employment is certified to be in the interest of the University.

**37.2** For other special circumstances to be recorded in writing and sanctioned by the Vice-Chancellor.

Appointment after superannuation shall only be done on contract basis with a fixed honorarium. All service benefits such as leave encashment, gratuity etc. shall cease with effect from the date of superannuation as mentioned in the clause 26 above.

**37.3** Provided that where the University considers that in the interest of students and for the purpose of teaching and guiding the research scholars, any member of the academic staff should be re-employed, it may re-employ such a member till the end of the semester of the academic session as may be considered appropriate in the circumstances of each case. However no member of academic staff shall be retained in service beyond the age of 60 years on regular employment term and can only be given contract appointment on year to year basis or for a period of 2 to 3 years from the date of attaining the age of superannuation at the sole discretion of the BOM/Governing Body/management. All such contract appointment after the age of superannuation shall be on a fixed Honorarium as may be decided by the management. No appointment for academic post shall be done beyond the age of 65 years under any circumstances. In case of non academic staff the management at its sole discretion can re-employ any staff beyond 60 years of age on contract basis and on a consolidated salary as the management may deem fit at the time of re-employment. However, this type of engagement is restricted up to the maximum age of 65 years.

**37.4** A reemployed teacher shall not normally be eligible to be appointed as Chairperson of a Centre or Dean of a School or for any other administrative assignment such as Dean of



Students welfare, Chief Proctor, Provost, etc. However, in the remaining situations not involving administrative functions and responsibilities such as Advisory and Consultative Bodies, the University will continue to utilize the expertise of all its faculty members. The superannuated teacher will continue to contribute not only in teaching and research guidance but also for academic evaluation and assessment as well as management of research projects. They will also continue to be members of various academic bodies such as Board of Studies, Special Committees, Selection Committees and various other committees constituted at the level of University, School or Centre for making recommendations for the consideration of the Authorities of the University.

**37.5** Notwithstanding the provisions of sub-clause (1) above, an employee shall be retired: -

- a) On his being declared medically unfit for service by a Medical Board to be appointed by the Board of Management in this behalf, or
- b) On the imposition of the penalty of compulsory retirement.

**38. RESIGNATION:**

An Employee may, at any time, terminate his engagement by giving 15 days notice during probation. Thereafter, the notice period required will be One month in case of confirmed employees or the specific term stipulated in the appointment letter.

Management may waive or reduce the requirement of notice period at its discretion on case to case basis.

**39. TERMINATION:**

- 39.1** During the initial or extended period of probation, the service can be terminated at any time without assigning any reason and without any notice and vice versa.
- 39.2** The Management of the University shall have the power to terminate the services of any regular/confirmed member (academic or non academic) of the staff without assigning any reason thereof for such termination by giving one month notice or payment in lieu of notice.
- 39.3** All appointment done by the University shall be treated as private service contracts and will be dealt with the law of contract and equity. No specific performance of the private service contract will be enforced by the employees and by having accepted the terms and conditions of the service contract the employees deemed to have understood this provision hence barred in seeking reinstatement of service through legal recourse, in case of termination of services.



**39.4** The Management may terminate the services of any employee, if the result of the background check reveal information that is inconsistent with the standard of the University; if there is a reasonable ground to believe that an employee is guilty of misconduct or negligence or have committed any breach of the terms and conditions of his/her appointment or if any point of time if it is observed that the performance of the employee is not up to the mark even after the opportunity given to improve; absence from service without prior notice in writing or without sufficient cause for seven days or more; causing damages to the property of the University; disclosure of any information that the University may consider confidential or breach of the employee non competition, non disclosure; on solicitation agreement, violation of any University policy ; In such cases proper notice is to be served to the employee and be given chance to defend himself in writing. If the management does not deem the explanation of the employee tenable it will be at a liberty to terminate the services of the employee.

**39.5** Any confirmed employee of the University may terminate his/her engagement by giving one months notice in writing or surrender of salary in lieu of notice, provided that the management may, for sufficient reasons, either reduce this period or call upon the employee concerned to continue till the end of the academic session in which the notice is received. Acceptance of resignation should be there to bring an end to contractual relationship of employment.

**39.6** In the event of any violation whatsoever of the terms of employment or service rules or any breach of trust or commitment or any act prejudicial to the interests of the University by an employee, his/ her services may be terminated by the University on the basis of recommendation by the Vice chancellor only without any notice or payment in lieu of notice.

**39.7** Service of an ad-hoc temporary, contractual or part time employee shall come to an end on completion of the specified work for which he/she was employed or on the expiry of the period for which he/she was appointed, whichever is earlier.

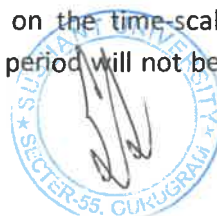
In principle, any Faculty wishing to resign cannot be relieved in the mid semester irrespective of the period of notice as per the letter of appointment.

#### **40. Increments:**

An increment shall ordinarily be drawn as a matter of course unless it is withheld by the Management, if the conduct of the employee has not been good or his work has not been satisfactory.

##### **40.1 Service counted for Increment:**

The following service shall count for increment on the time-scale of post: - If the employee is on loss of pay for long duration, that period will not be counted as service





and consequently it will not be taken for increment purpose. Also if any employee is on leave for a period more than a month except during vacation in the university the increment month will also be deferred till rejoining of the duties by such employee.

#### **40.2 Pay during suspension:**

An employee under suspension shall, during the period of suspension, draw subsistence allowance, equivalent to half the rate of pay (basic plus dearness allowance, (DA) if any and in case who are not in receipt of DA, basic pay plus HRA) which is admissible immediately before commencement of the suspension and such compensatory allowances admissible from time to time on the basis of pay which he/she was in receipt on the date of suspension, subject to fulfillment of other conditions laid down for the drawal of such allowances.

Provided that where the period of suspension exceeds three months, the authority which made or is deemed to have made the order of suspension, shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first three months as follows:-

- a) the amount of subsistence allowance may be increased by a suitable amount, not exceeding 50 percent of the subsistence allowance admissible during the period of the first three months, if in the opinion of the said authority the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the University employee;
- b) the amount of subsistence allowance may be reduced by a suitable amount, not exceeding 50% of the subsistence allowance admissible during the period the first three months, if in the opinion of the authority, the period of suspension has been prolonged due to the reasons to be recorded in writing , directly attributable to the University employee;

**40.3** No payment under sub-rule 40.2 shall be made unless the University employee furnishes a certificate that he is not engaged in any other employment, business, profession or vocation:

#### **41. Compulsory deductions:**

- 41.1** Income-tax (provided the employee's yearly income calculated with reference to subsistence allowance is taxable).
- 41.2** House Rent and allied charges, i.e. electricity, water, furniture etc.



- 41.3** Repayment of loans and advances taken from the University at such rates as the Vice-Chancellor may decide.

**41.4 Special pay, personal pay, honorarium and fee:**

The University may sanction to an employee in any special circumstances, such special pay, personal pay, honorarium or fee and on such conditions as it may deem fit.

**41.5 Drawal of Pay:**

- 41.5.1** An employee shall be entitled to draw the pay of the post to which he is appointed from the date on which he assumes charge of the post.
- 41.5.2** Pay in respect of any month shall become payable on or after the first working day of the following month.
- 41.5.3** An employee resigning from the service of the University without the notice prescribed shall not, unless the Vice-Chancellor directs otherwise, be allowed to draw the pay due to him.

**41.6 Different Allowances**

The employees will be eligible to Dearness allowance, House Rent Allowance, Transport allowance, and other allowances as may be sanctioned by the University according to the rules in force from time to time.

**42. APPOINTMENT OF THE TEACHING AND NON-TEACHING STAFF:**

This section will be referred and copied from the appointment policy after its approval which is under process.

**43. MISCELLANEOUS**

**43.1 Special provision for existing employees:**

Every person holding a post under the University at the commencement of these rules shall, on such commencement be deemed to have been appointed under the provision to these rules to the corresponding post and shall draw the pay drawn by him immediately before such commencement.

**44. SERVICE BOOKS AND APPRAISAL FILE:**

- 44.1** The University shall maintain a Service Book and an appraisal file for each employee.



**44.2** The entries in the Service Book of an employee shall be authenticated by an Officer authorised in this behalf by the Vice-Chancellor.

**45. RESIDUARY CONDITIONS OF SERVICE:**

Any matter relating to the conditions of service of an employee for which no provision is made in these rules shall be determined by the Board of Management.

**46. REMOVAL OF DOUBTS:**

Where a doubt arises as to the interpretation or application of any of the provisions of these rules, the matter will be referred to the Board of Management for decision, which shall be final.

**47. PAY AND ALLOWANCES FOR THE EMPLOYEES**

**48. Scales of Pay:**

The scales of pay for the posts in the University service shall be as specified from time to time by the University.

**48.1** The pay scales to be followed for employees may be in accordance with the regulations prescribed by the statutory bodies or any other pay package evolved by the management.

All employees working under the sanctioned post are entitled to pay according to pay scale of their post and in addition allowances as may be prescribed by the University time to time.

**48.2 Special pay, personal pay, honorarium and fee:**

The University may sanction to an employee in any special circumstances, such special pay, personal pay, honorarium or fee and on such conditions as it may deem fit.

**49. OTHER ALLOWANCES:**

The employees will be eligible to House Rent Allowance, Transport allowance/Travelling Allowance/conveyance reimbursement/telephone reimbursement and other allowances as sanctioned by the University according to the rules practice prevalent or in force time to time.

**50. PAYMENT OF SALARIES**

As far as possible, under normal circumstances, every employee shall be paid his/ her salary on or before the 7<sup>th</sup> day of each succeeding month.

**51. DEDUCTIONS**



All payments to an employee of the University are subject to deductions at source under the Income tax Act, and any other enactment that may be in force at any time during the period of his/ her appointment, including professional tax, service tax, if any.

The University shall also be entitled to deduct from the payment due to any employee, any dues payable by him/ her to the University.

## **52. PROVIDENT FUND AND OTHER BENEFITS**

All employees shall subscribe to the Provident Fund by contribution to be deducted from their salary in accordance with the EPF Act and regulations, as may be applicable from time to time. The University shall contribute to the employees' Provident fund in accordance with the regulations of the EPF Act from time to time.

**Gratuity:** All employees eligible for payment of gratuity as per the payment of gratuity act 1972 shall be paid the gratuity as per the payment of gratuity act 1972. However, all these benefits will stop after attaining the age of superannuation, even if the employee continues to be in service.

### **52.1 NOMINATION:**

A subscriber shall, at the time of joining the EP fund, send to the Registrar/ Dy. Registrar/administrative officer, a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the EP fund, in the event of his death before that amount has become payable or having become payable has not been paid as per the provisions of EPF Act.

## **53. LEAVE**

An employee will be entitled to leave as per regulations laid down in this respect by the University for time to time. Sanction of leave shall be in accordance with the regulations of the University from time to time.

## **54. MEDICLAIM FACILITY.**

All the employees and their family members who are not covered under the ESI scheme shall be provided mediclaim facility as per the separate policy notified in this regard from time to time by the promoters of the university.

## **55. TRAVELLING EXPENSES**

In case an employee is required to travel on official work, he / she shall be reimbursed traveling expenses in accordance with the relevant policy laid down in this respect from time to time. The policy framed by the management in this regard is appended with these regulations as **Annexure II.**



**56. SERVICE RECORD**

Personal files for each employee will be maintained containing all relevant information of the employees such as copies of the certificates for education qualifications etc. Leave account for each employee shall be maintained and updated from time to time. The entries relating to family history, permanent and present address, date of birth, medical history, educational and professional qualifications, past service record, emergency contact details etc. shall also be made.

Employees are obliged to immediately inform in writing to the Registrar, any change in their particulars and ensure that the change if any has been entered in the service record.

Suppression, concealment or misrepresentation of any information shall be a serious breach of the service regulations and shall invite strict disciplinary action including suspension and or termination from service.

**57. POWER TO RELAX:**

Notwithstanding anything contained in these rules, the Chancellor may, in the case of any employee, relax any of the provisions of these rules to relieve him of any undue hardship arising from the operation of such provisions, or in the interests of the University.



**GUIDELINES FOR PARTICIPATION IN  
FDPs, CONFERENCES, SEMINARS,  
WORKSHOPS, QIPs**

**VII**

**POLICY FOR FINANCIAL SUPPORT FOR PARTICIPATION OF FACULTY IN SEMINARS, CONFERENCES,  
WORKSHOPS, QIPs, TEACHERS' TRAINING PROGRAMMES ETC.**



SUSHANT University encourages its teachers to go for higher education, to be actively engaged in research and also enhance and broaden their knowledge by attending various training programs and academic research works in the allied fields. The following Policy has been laid down for providing financial support to faculty members for attending Conferences / Seminars/Workshops in India and abroad:

**Policy guidelines for Staff (Teaching / Non-teaching) Development Programs:**

**1. Eligibility**

- a) Teachers who are confirmed should only be allowed in such development programs maximum twice in an academic year. Teachers desirous of attending such programs should make/suggest alternative arrangements to conduct the classes and academic assignments without any inconvenience to the students.
- b) Nomination for participation in such training programmes must be recommended by the concerned Head / Dean of the School. Also, relevance of such programmes has to be established by the forwarding authority with regard to academic applications, relevance, reputation/standing of the Organization and benefit to institution as to how such participation would improve the teaching and pedagogic process. Also such programmes must relate to the field / branch of the faculty member.

**2. Frequency and Duty Leave**

- a) For the first time nomination in the academic year, Registration fee, subject to maximum of Rs 10000/-, and travelling expenses for national/International level seminars, workshops & conferences in India may be considered for reimbursement. Duty leave will be at most for three days for local venue and one week for outstation. Conveyance reimbursement as per the institute policy for local travel shall be considered.
- b) Participation during 2<sup>nd</sup> time in a year will be subject to sanctioning of 50% of registration charges or 50% of travelling expenses whichever is less along with duty leave of maximum three days for local venue and one week for outstation.
- c) For participation in international Seminar, conference, workshops etc. that are being held abroad Head/Dean of the School shall recommend to the Vice-Chancellor for allowing a faculty member to attend international conference to present his research paper, after adjudging the relevance, academic application and importance of such participation, stability of the faculty, his / her contributions to the





institution and students' feedback. Head/Dean of the School may recommend reimbursement of registration fee or 50% of the travel cost. Maximum one week duty leave may be considered for presenting research paper in international conferences. The IPR of such research paper shall remain with SUSHANT University. Participation in the international conference to present a paper shall be considered once in three years. The concerned faculty has to submit a bond to work at least for one year after his / her return from the conference (Proforma for the Bond is given at **Annexure - I**)

A written report of proceedings of such conferences/seminars/ training has to be submitted to the Head/Dean of the School within one week of the conclusion of such programme.

3. **Incentive for publication in a refereed international journal of repute**

If a faculty member publishes a research paper in a refereed international journal of high reputation, he / she may be awarded upto Rs. 10,000/- cash prize on recommendation of HOI to Vice Chancellor

4. **Complementary Support**

Several organizations support participation in Conferences / Seminars being held in India and abroad such as DST, INSA, UGC CSIR, DBT, etc. The faculty concerned should be encouraged to apply for complementary financial support also from such organizations.

5. **Procedure**

Along with the application in a prescribed format (attached as **Annexure - II**), the following documents will be forwarded to Jt. Registrar (Academics) through the Head/Dean of the School for approval at least 15 days in advance to give time for proper processing:

- (a) Synopsis and a copy of the Paper to be presented
- (b) Certificate from the Author about originality of paper and "No Objection" Certificates from the Co-Authors, if any
- (c) Brochures of Seminar / Conference
- (d) Letter of Acceptance / Invitation from the organizers
- (e) Detailed information about the organizers of the International Conference/ Seminar and their credibility
- (f) Expenditure details as under:
  - (i) Registration Fee
  - (ii) Fare





(iii) Board & lodging / other expenses

- (g) Detailed recommendation of the Head of the Institution
- (h) Documentary proof of action taken on Para-4 above for complimentary financial support and progress thereafter.

**6 Study Leave (For Higher Education / Research)**

If a staff (Academic or Non-Academic) wishes to go on an long-term leave for career enhancement, depending on the exigencies of the situation, the University may sanction study leave without any salary and without any financial liability on the University for such a training; however the concerned staff shall have to give an undertaking to join the University after the expiry of the study leave and serve the University at least for one year.

**7. Permission to pursue higher Studies**

Faculty may be permitted to pursue further studies provided it will not affect the duties and responsibilities in the institution and will be without detrimental to the teaching assignments throughout the academic year except the leave for appearing in examination on scheduled days. Prior permission is mandatory for enrollment for further studies.

No leave of any kind will be considered for preparation of examinations. Leave will be granted only on the examination days as per the date sheet submitted by the faculty/staff and as per eligibility of the faculty/staff.

**8. Consultancy Work**

- a) Faculty members are encouraged to take up consultancy assignments. 33% of the total proceeds through consultancy, after deducting the amount spent by the faculty, will be paid by the faculty to the University. If a faculty pays back his/her annual salary, the net proceeds to be given to the University will be reduced to 20% in that year
- b) For any Projects, Consultant Work Orders, Project Bidding etc the Signatory will be Jt. Registrar (Establishment). These will also need administrative approval with signatures of Coordinator, Head/Dean of School, Accounts and Vice Chancellor.
- c) Projects/Proposals to be bid in the name of respective Schools, SUSHANT University. Turnover and Service Tax records need be filed and declared accordingly.



**PART II****LEAVE RULES**

THESE LEAVE RULES HAVE BEEN FRAMED BY THE MANAGEMENT OF THE UNIVERSITY AND ARE EFFECTIVE W.E.F. 1st August 2020. THEY ARE SUBJECT TO ALTERATION / MODIFICATION/ REVIEW AT THE EXCLUSIVE DISCRETION OF THE MANAGEMENT, EITHER IN PART OR WHOLE, AT ANY TIME HEREAFTER.

**1. APPLICABILITY**

These Leave rules, shall apply to all employees who are on regular service of the University. To be considered as confirmed, every employee's appointment shall necessarily have to be approved by a Review Committee duly constituted by the Vice-Chancellor of the University.

**2. RIGHT TO LEAVE**

Leave cannot be claimed as a right by any employee whatsoever, and when the exigencies so demand, leave of any description may be refused or revoked, postponed or reduced by the authority empowered to sanction leave.

**3. AUTHORITY EMPOWERED TO SANCTION LEAVE**

- a) Application for leave shall be addressed to Chancellor or to the trustee empowered by the Chancellor, by the Vice-Chancellor. The Chancellor or the trustee empowered by the Chancellor may sanction leave of any description to the Vice-Chancellor.
- b) For all other staff as per the procedure laid down and notified by the University time to time.

**4. COMMENCEMENT AND TERMINATION OF LEAVE**

- a) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day preceding the one on which duty is resumed.
- b) The unauthorized absence of an employee for three days or over stay of sanctioned leave for three days without information will attract disciplinary action. The Vice-Chancellor shall be within his/her right to presume that such employee has abandoned the job of his/ her own accord if there is no information available about the whereabouts of the employee beyond the reasonable period as may be deem fit and the University shall be at liberty to dispense with the services of such employee.



- c) Any Holiday, Weekly offs comes between the beginning of leave and ending of leaves will be consider as leave.

## 5. GENERAL

- a. Leave should always be applied for on the prescribed format and sanction obtained before it is taken except in cases of emergency only. Any leave availed without prior sanction shall not only invite disciplinary action, but shall also be treated as unauthorized absence without pay.
- b. Leave shall be availed of only after it is sanctioned by the competent authority, but one day's casual leave may be availed of without prior sanction, in case of unforeseen circumstances only, provided the competent authority to sanction leave is promptly informed by phone or otherwise of the circumstances under which, prior sanction could not be obtained.
- c. During the period of leave, an employee shall not take up or accept any employment or work whether on remuneration or without remuneration without the permission of the Vice chancellor.
- d. Before proceeding on leave, an employee shall intimate to the sanctioning authority his/her address and telephone number, if any while he/she is on leave and shall keep the said authority informed of the changes in address if any.
- e. If an employee, after proceeding on leave, desires an extension thereof, he/she shall make an application in writing to the sanctioning authority with reasons. Such application shall contain full postal and telegraphic address (including telephone number, if any) and shall be made in sufficient time to enable the office to process the application and communicate the decision to him/her.
- f. No leave or extension of leave of any description shall be deemed to have been granted unless an order to that effect is posed and communicated to the employee concerned.
- g. An employee on leave on medical grounds has to submit a medical fitness certificate at the time of resuming duties. The competent authority may require an employee who has availed of leave, of any kind, for reasons of health to produce a medical certificate of fitness, even though such leave was not granted on medical grounds.
- h. The sanctioning authority may, at his discretion secure a second medical opinion either for grant of leave or for satisfying that the employee is fit to resume duty, from a medical examiner of its choice, if considered necessary. The cost of such second medical examination will be borne by the University. An employee not getting the said medical examination done will be liable for appropriate disciplinary action.
- i. Any absence of more than the number of days allowed for casual leave shall, when not due to sickness, be treated as unauthorized absence from duty.



- j. When leave is not taken with the prior sanction of the sanctioning authority, Registrar/Jt.. Registrar or concerned Administrative officer shall notify the absence to the sanctioning authority in writing.
- k. Taking leave or extending leave without sanction will be treated as absence from duty and renders an employee liable to disciplinary action including suspension and/or termination from the services of the University.
- l. An employee on leave shall be allowed to return to duty before the expiry of leave with prior information to the concerned authority or to the sanctioning authority.
- m. It shall be obligatory on part of the academic staff to suggest alternative arrangement for classes assigned to them during the period of leave.
- n. Leave entitlement of the Vice-Chancellor or any other academic staff who is exclusively disposing the administrative duties and does not avail vacation period during the academic year shall be same as entitled to non teaching staff.

## 6. KINDS OF LEAVE

The following kinds of leave shall be admissible to member staff.

- i. Casual Leave (CL)
- ii. Earned Leave (EL)
- iii. Maternity Leave (ML)
- iv. Special Leave (Spl. L)
- v. Medical Leave(MDL)/Half Pay Leave
- vi. Extraordinary Leave (EOL)
- vii. Vacation Leave (VL)
- viii. Study Leave (SL)

## 7. CASUAL LEAVE (CL)

An employee will be entitled to take casual leave for personal or any special reasons up to a maximum of 12 days per calendar year (including two restricted holidays).

Application for and grant of casual leave will be governed by the following REGULATIONS:

- a) CL may be granted at the exclusive discretion of the concerned authorities empowered to grant leave by the Vice-Chancellor as and when occasion arises, provided that the total period of absence from duty does not exceed 3 days at a time excluding Sundays and Holidays.
- b) CL will be credited to the employees ,those are on probation or yet be confirmed, on 1st of every month on prorate basis. For all those employees whose services are confirmed in writing, CL will be credited in 2 parts, 05 CL will be credited on 1st day of January and 2nd set will be credited on 1st day of July every year. Casual leave shall not be encashable..
- c) CL cannot be combined with any form of leave.



- d) CL should be evenly spaced in calendar year. Prior to proceeding on casual leave, alternative arrangements of assigned work are to be made and brought to the notice of the sanctioning authority, except in cases of emergency when, leave could not be applied for and the necessary sanction obtained.
- e) Unutilized CL in any calendar year can neither be carried forward nor encashed.
- f) CL, as far as possible, should be sanctioned prior to the date on which the employee wishes to take leave. Circumstances beyond the control of the employees are the only reason that the employee may fail to get sanction of leave in advance. The decision of the Vice-Chancellor on the question whether the circumstances were beyond the employee's control will be final.
- g) Even if circumstances are beyond the employee's control the employee should use other means of communication (phone, SMS etc.) to contact the office of the University and give the necessary information to his/her functional head. A written application should be forwarded to the sanctioning authority immediately on reporting for duty.

#### **8. EARNED LEAVES (EL)**

All employees are entitled to earned leaves, grant of earned leave (EL) will be subject to the following regulations:

- a) EL may be granted to all teaching and non-teaching staff, on entering the service, two and half days per month for each completed calendar month of service subject to maximum of 30 days in a year. (15 days in case of employees appointed on contract basis). EL will be credited to the employees at Pro-Rata basis every month during probation and contractual period on 1st of every month. For all those employees whose services are confirmed in writing, EL will be credited in 2 parts, 15 EL will be credited on 1st day of January and 2nd set will be credited on 1st day of July every year. EL cannot be availed in without prior approval. However, if an employee has no other leave to his/her credit the competent authority may relax this condition on case to case basis & depending upon the merit of the case.
- b) The leave to the credit of the employee at the close of the previous year shall be carried forward to the next year, subject to the condition that The total accumulation of Earned Leave for the purpose of leave encashment shall be restricted to 45 days only during entire service, or as may be revised time to time by the management.
- c) The maximum amount of accumulated EL that can be granted to a member of non teaching staff shall not exceed 30 days in a year and 45 days in case of Teaching staff. However, this condition may be relaxed at the discretion of the granting authority and per the merit of the case as the sanctioning authority may deem fit.
- d) An employee wishing to avail of EL must submit his application at least one week in advance to the sanctioning authority as per the procedure laid down in the Clause no 3 above. The sanctioning authority may refuse to grant the leave from the requested date if he feels that it is not in the interest of the University. Instead, the leave may be granted from an earlier or a





subsequent date. However, the employees those have no other leave credit except the earned leave the condition of advance application may be relaxed at the discretion of the sanctioning authority.

- e) The employees those who have no other leave at their credit the EL will be deducted for the purpose of bio-metric attendance compliance and the restrictions afore-mentioned for availing EL will not be applicable in this case.

#### **9. MATERNITY LEAVE (MTL)**

Only female employees are eligible to maternity leave. Grant of Maternity leave (MTL) is subject to the following regulations:

- a. MTL may be granted to a permanent woman member of the staff on full pay for a period up to 182 days from the date of its commencement.
- b. MTL may be combined with EL.
- c. MTL can only be availed of once in a period of three years and only twice during the entire period of the employee's service.
- d. MTL can be applied 15 days prior to expected date of delivery in case of so desired by the employee due to medical reasons. MTL shall not be debited to the leave account.
- e. During the period of MTL she will be paid leave salary equal to the pay drawn immediately before proceeding on leave. MTL will not be applicable for contractual/ temporary or ad-hoc appointees.
- f. MTL can be extended beyond the prescribed limit of 182 days, as leave without pay if a female employee is not in a position to resume duties for various compelling reasons. However such leave without pay shall not be given for more than a period of six months. The sanction of leave without pay beyond the MTL will be on a specific written request made to the Vice Chancellor and is dependent upon the discretion of the Vice Chancellor keeping in view his assessment of the circumstances on case to case basis.

#### **10. SPECIAL LEAVE (SPL)**

Members of the academic staff only, who have completed six years' continuous service with the University desirous of availing study leave for training in or out of India, may apply and be considered for special leave as determined by the University in case and on such terms and conditions as may be decided by the university management.

An employee shall not be entitled to any increment for and during the time of special leave and the same period will not be counted for calculating service period. The maximum period for which such special leave may be considered will be two (2) years.

#### **11. MEDICAL LEAVE (MDL)/ HALF PAY LEAVE**

- a) Employees shall be eligible for 10 days half pay leave in respect of each completed year of service and the said leave could be availed on account of illness duly supported by Medical



certificate from a registered medical practitioner having registration with the medical council of India.

- b) Commuted leave not exceeding half the number of half pay leave due may be granted on medical grounds, subject to the following conditions, namely;
- c) Such leave can be availed on full pay on medical ground subject to production of valid medical certificate.
- d) Every application for half pay leave (commuted) for more than two days must be accompanied by a medical certificate from an authorised medical practitioner registered with the Medical Council of India. However, the authorities of the University shall be at liberty to subject an employee seeking medical leave to have him/her medically examined by the doctor on panel of the University and produce the medical certificate thereon.
- e) MDL will be credited to the employees on prorata basis, those are on probation or yet be confirmed, account on 1st of every month. For all those employees whose services are confirmed in writing, Medical Leave will be credited in 2 parts, 05 MDL will be credited on 1st day of January and 2nd set will be credited on 1st day of July every year. Medical leave shall not be encashable.

## **12. EXTRAORDINARY LEAVE (EOL)/ STUDY LEAVE (SL)**

Another leave by whatsoever name called shall be granted at the exclusive discretion of the University only, on a case to case basis and on such terms and conditions as may be decided by it depending on the merits of the case and tenure/ service record of the employee concerned.

If a staff (Academic or Non- Academic) wishes to go on an extended leave for career enhancement, depending on the exigencies of the situation, the University may sanction study leave without any salary and without any financial liability on the University for such a training; however, the concerned staff shall have to give an undertaking to join the University after the expiry of the study leave before proceeding on such leave. Such study leave without pay cannot be given for more than a period of 2 Years.

## **13. DUTY LEAVE**

- a. Faculty members and non academic staff can be deputed in India for specialized training for career enhancement to meet the academic and administrative requirements of the University at the sole discretion of the management.
- b. Faculty member can be given duty leave for the academic assignments such as evaluation, external examiner/jury with prior recommendation of the concerned HOD and duly approved by the Vice-Chancellor. No more than 7 days (working Days) duty leave be considered in an academic year. The faculty member engaged in institutional consultancy practice shall be considered duty leave subject to the condition that such leave should not adversely affect



their normal teaching assignments. The total number of days allowed for institutional consultancy work shall be guided by the rules of consultancy practice framed and notified separately.

#### **14. FOREIGN DEPUTATION**

A staff may be deputed on official visit overseas over an extended period to participate in teaching and research in his/her area of interest. The Vice-Chancellor shall recommend such deputations for getting a formal approval from the Chancellor or a Trustee empowered by the Chancellor. No salary and allowances on such foreign deputation will be permissible for payment by the University. It is expected that adequate subsistence allowance will be paid by the host University being visited by the deputed staff on foreign visit. Such a staff sent on official deputation will be required to sign a bond for serving the University for a minimum period of 3 years. The above guidelines on overseas official visits are based on the following stipulations.

- a. Approval of the Chancellor or any other officer of the university empowered by the Chancellor is mandatory.
- b. Visit will be less than six month in accordance with the approval of the Chancellor or any other officer of the university empowered by the Chancellor.





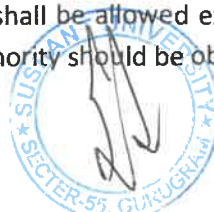
## Annexure-1

### BIOMETRIC ATTENDANCE POLICY

- Reporting time for all employees (teaching & non-teaching) including Dean/HOD, Director, Registrar, and CFAO are either 8.00AM, 9.00AM or 10.00AM depending upon the time slot allotted to the employees on all working days. This is subject to change as per the policy of the University as may be notified from time to time., All employees as mentioned shall have to mark their attendance through biometric sensors placed at the ground floor of block B & D and any other place in future, immediately upon reporting in the morning(s) and also at time of leaving office in the evening(s) after the stipulated working hours.

Employees reporting for duty after 10 minutes but between 10 minutes to 30 minutes from his/ her reporting time, will have to forfeit half day leave (or salary in lieu thereof), for every fourth late coming in a month.

- Employee reporting duty after 30 minutes from his/ her reporting time will surrender their half day leave (or salary in lieu thereof) for each late coming but reporting duty after 5 Hours from his/ her reporting time shall be treated as a absence from the duties and full day leave/ salary will be deducted.
- Employee/s leaving early after 4.30 Hours will surrender their half day leave (or salary in lieu thereof), for on each occasion of such early leaving.
- Marking the attendance through bio-metric sensors, at the time of arrival and departure is mandatory for all employees also in case of outdoor duties assigned during the work hours, if the employee does not return back for the day.
- In case an employee misses to finger punch his/her attendance either in morning or in the evening, half day leave (or salary in lieu thereof), will automatically be deducted on each such occasion, even if he or she is actually in the campus as the system on its own will not have any way to indicate his/her presence. Similarly, in case a faculty/staff member misses to finger punch his presence both times in day he/she will be treated as absent for the day and one-day leave (or salary in lieu thereof) will automatically be deducted on each such occasion. The monthly payment of the salary will be prepared based on the data generated by the bio-metric attendance.
- The Vice Chancellor, in case of faculty members and Registrar in case of non teaching staff may relax any inadvertent omission in this regard, for the reasons to be recorded for such omissions.
- If any employee is assigned or performs outside duty during the working hours, they have to apply OD in ERP and get it approved by the competent authority (reporting authority) -
- An employee can take one short leave of 2 hours (morning / evening) in an Attendance cycle, subject to prior written approval from the reporting officer.
- Under no circumstances below 8 hours working in a day shall be allowed except for the outdoor duty assigned for which prior approval of the assigning authority should be obtained and submitted in the EPR in advance.



- The flexibility in arrival and departure timings may be given to the executive administrative authorities of the University as defined in the act of 2006, keeping in view of their arduous nature of duties and higher responsibilities, however such authorities has to account for the reasons, if there are any shortcomings in the daily working hours or in working schedule notified, except for the VC.

\*Attendance month - 21<sup>st</sup> day of previous month to 20<sup>th</sup> day of subsequent month.



**Annexure-2**
**Sub: Domestic Travel Policy**

The Travel Policy shall be applicable to all employees of University subsequent to the implementation of the service regulations w. e. f. 21.03.2014. It shall cover exhaustively the Entitlements of Travel, Hotel stay & other expenses. It shall act as a comprehensive document covering all grades of employees for journeys on official business and shall be as follows:

**ENTITLEMENTS**

Employees are entitled to claim Daily Allowance and Traveling charges in accordance with the schedule and conditions stated hereunder:

**Boarding – Lodging Entitlements (per day)**  
(In Indian Rupees)

Entitlement: Boarding 30% Max. & Lodging 70% Max.

Category/ Designation	Metros	Sub-Metros	Others	Mode of Travel
Vice-Chancellor/Pro Vice-Chancellor/ / Registrar	Actual	Actual	Actual	'J' Class/ 1AC/ AC TAXI
Director/CFAO/DEAN/COE	9000	7500	5000	I AC / AC TAXI
Professor /Associate Professor/Joint Registrar/ Dy. Registrar/ Dy. Director and equivalent	7000	5000	4000	II AC SLEEPER/ AC TAXI
Asst. Prof. / Asstt. Registrar & equivalent cadre	5000	3500	2500	III AC/ AUTO/ BUS
Admin. Officers / Officer / Jr. Engineer/Executives & employees drawing grade pay up to Rs. 4200 or equivalent.	2500	2000	1500	III AC/AUTO/BUS
Employees drawing grade Pay between Rs. 1800 - 4200 or equivalent (Clerks)	1500	1500	1000	Ordinary SL/ Bus Fare
Other Employees drawing grade pay below Rs. 1800/- or equivalent (Office Boy/ Others/ Drivers / Electrician)	750	750	350	Ordinary SL/Bus Fare

**Note:**

- All Air travel can be undertaken only with the approval of the competent authority. The Chancellor or any other officer of the university empowered by the Chancellor can relax the



class of travel in case of upper management level employees for meeting any exigency which may arise while performing their official duties.

- Boarding and lodging are subject to production of the bills. In Case where lodging facility is not available/availed the maximum 30% of the entitlement for lodging and boarding will be reimbursed subject to production of bills and 15% without bills. The combined amount towards Boarding and Lodging shall be termed as Daily Allowance.
- Entitlement for the members of Governing Body will be as per actual.

### **BOARDING/LODGING ENTITLEMENTS**

Limits of reimbursement as above, have been drawn based on a mix 70% towards boarding i.e. stay in hotels/room rent and 30% (with bills, else 15%) towards lodging i.e. food and miscellaneous expenses other than room rent.

### **OWN ARRANGEMENTS –Own boarding & Own Lodgings:**

Employees, who neither avail of stay at a hotel or at guest house, but elect to either stay with their friends or relatives, in the process, save University costs on account of boarding and lodging, will be paid a fixed sum irrespective of the bills @ 40% (40% for the first 3 days of stay and thereafter 20%) of the total reimbursement limits/ entitlements (Refer page-1)

### **GENERAL TRAVEL REGULATIONS**

- a. Boarding (accommodation charges) includes taxes/services/charges, as shown in bills produced for reimbursement of accommodation charges.
- b. Lodging Entitlement shall includes the expenses for food and miscellaneous expenses covering personal expenses such as laundry, coolie charges, tips, local telephone calls, post/courier charges, etc. (Where ever possible, bills may be submitted).
- c. "Actual" means any amount which is reasonable and justified and within the parameters of the status of the employee and the situation prevailing at the time of the expenditure.
- d. Air Meal Allowance: Employees entitled for Air Travel for official purposes shall be given an additional allowance of Rs. 500/- per single journey i.e. Rs. 1000/-per return journey, if they use a Low Cost Carrier primarily Go Air, Indigo or Spice jet, under AMA (Air Meals allowance) in the domestic travel reimbursement policy. (No any bills or receipts required for claiming AMA)
- e. State Capitals will be considered as sub Metros.

All Hill Station for the purpose of these REGULATIONS will be treated as Sub-Metros.

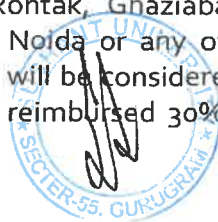
All other town/cities will be treated as "other Cities"

### **BILLS/RECEIPTS**

It is distinctly understood that any amount paid by the University to the employees, as per this REGULATIONS, is reimbursement of expenses incurred by them for the business purpose of the Company, unless the colleague elect to be paid on fixed allowance basis as above. Hence all receipts/bills should be provided. In case this is not possible a suitable declaration has to be given by the employee about the amount spent by him for the official purpose of the University.

### **TRAVEL TO NEARBY STATIONS**

Travel from Delhi to following stations – Sonapat, Panipat, Rohtak, Ghaziabad, Meerut, Gurgaon, Faridabad, Surajkund, Bahadurgarh, Noida or Greater Noida or any other nearby station as notified by HRD where one can return on the same day will be considered as a local duty, without payment of full DA. However, colleagues will be reimbursed 30% of lodging component to meet their local/miscellaneous expenses.



The following cities will be classified as Sub Metros:-

(The University, depending on requirements, may add or delete to this list)

Kanpur, Allahabad, Varanasi, Lucknow, Yamuna Nagar, Bhatinda, Jodhpur, Jaipur, Bhilwara, Bikaner, Ajmer, Amritsar, Agra, Ludhiana, Jalandhar, Mohali, Kurukshetra, Ambala, Jammu, Baroda, Indore, Pune, Karnal, Bhilwara, Bikaner and such other city as may be notified by HRD.

#### **CALCULATION OF D.A**

For purpose of the Daily Allowance a period of less than 4 hours will not be considered and period from 4 hours to 14 hours will be considered as half day, and the period exceeding 14 hours, will be considered as one day. For all calculations 12 O' Clock (Mid-night) shall be the base Hotel charges are payable only up to 12.00 noon (or check out time) only for the day of departure. Delay in flights, trains, etc. not exceeding four hours, will be considered for the total hours for calculating Daily allowance.

#### **CLAIM**

All T.A. bills must be submitted in the prescribed form only. All T.A. bills along with receipts/bills etc must be submitted within 7 days of the completion of tour, through Head of the Department, duly verified along with the unutilized advance drawn for traveling, to the Accounts Department. In case of non submission of T.A. bills or balance Advanced within the specified time, all further payments on account of salary, etc whatsoever payable, will be stopped without any notice till the settlement of account.

#### **CLARIFICATION**

HR & Administration Department shall give clarification/s as and when required.

#### **Mode of Local Travel Permitted on Tour:**

Office Boy//Drivers/Electricians/Attendants	-Bus/Rickshaw
Clerks /Assistants	- Bus/ Auto
Rickshaw	
Officers/Executives/Admin. Officers/	-Auto Rickshaw/Bus
Asst. Prof. /Asstt. Registrar & equiv. Cadre	
Associate Professor/Registrar/CFAO/ Joint Registrar/	
Dy. Registrar/Deans/HOD & equiv. cadre	
Vice-Chancellor/Pro Vice-Chancellor/	
Dy. Director or equiv. cadre	-AC Taxi
Local Travel by personal vehicles	
For Four wheelers	- Rs. 8.00 per km
For Two wheelers	- Rs.4 .00 per km

***These rules will supersede all the earlier provisions and service conditions mentioned in the appointment letters of the staff of the university at the beginning and till the date of these rules come to effect.***

Approved: N<sup>th</sup> BOM on DD.MM.2024





**Addendum – 1 ( Leave Policy)**

**LEAVE POLICY**

**Purpose:**

To communicate the leave rules and regulations application to all employees.

**Policy Statement & Objective:**

This Policy encourages its employees to take break from work as this provides for a healthy and efficient staff. The leave policy sets out the various types of leaves that an employee is eligible for and outlines the procedure for taking leave.

**Leave Types and annual Credit:**

<b>Types of Leaves :</b>	
Casual Leave (CL):	12 days per calendar year including 2 days of restricted holiday.
Medical Leave (MDL):	10 Days for per calendar year.
Earned Leave (EL):	18 Days for per calendar year for Teaching staff 25 Days for per calendar year for Non-Teaching Staff.

- All leaves may be granted to all teaching and non-teaching staff, on entering the service.
- Leaves will be credited on 1<sup>st</sup> day of every calendar month to the employees at Pro-Rata basis during probation and contractual period as per the eligibility of the Leaves.
- Any unutilized/ Remaining CL & Restricted Holiday will be lapsed on 31<sup>st</sup> December
- Any unutilized/ Remaining Medical and Earned Leave will carry forwarded to the next year.

**Applicability:**

These Leave rules, shall apply to all employees who are on regular service (i.e Probation. Confirmed or contractual) of the University on accrual basis





**General Guideline and Procedure for availing leave/s**

- Leave should always be applied in advance and it shall be availed only after its sanctioned from the competent authority.
- In case of exigency or emergency or in any circumstances that are beyond the employee's control the employee should use other means of communication (phone, SMS etc.) to contact the office of the University and give the necessary information to his/her functional head. A written application should be forwarded to the sanctioning authority immediately on reporting for duty.
- Employees should submit application for leave of more than 3 days, in the prescribed format, 7 days in advance to his/ her functional head which will further sent to the management.
- Simultaneously employee should also need to apply leaves in the ERP.
- All leaves sanctioned by the Management will be sent to the HR department for records.
- Any employee's absents without prior sanction/information will be marked absent for the day and salary for the same will be deducted.

**Leave Rules:**

- Leave is a privilege and is not a right. It is earned and does not automatically become admissible as soon as one joins the service.
- The leave admissibility in respect of all the employees shall be governed by the rules framed as under:
  - ix. Casual Leave (CL)
  - x. Earned Leave (EL)
  - xi. Maternity Leave (ML)
  - xii. Medical Leave (MDL)
  - xiii. Vacation Leave (VL)
  - xiv. Compensatory Casual Leave (CCL)
- Leave year is the calendar year viz. 01<sup>st</sup> January to 31<sup>st</sup> December.
- On severance of the services, if an individual has availed Earned Leave/ Casual Leave/ Medical in excess of the entitlement, the same shall be recovered at



the time of settlement of the accounts.

- In the event of an individual resigning from the services of the University then, during the notice period, no leave of any kind/ nature shall be allowed.

**A. CASUAL LEAVE (CL)**

- i. Casual leave is catered to meet emergent/unforeseen requirements of an employee. However, an employee shall get it sanctioned in advance unless unavoidable. HODs/ Deans are the only authority to sanction leave over the telephone.
- ii. CL can be availed up to a number of CL earned or up to three days whichever is less.
- iii. Casual leave can be availed for even the half day. Two half day will be counted as 1 CL.
- iv. The restricted holidays, 02 per year, will be a part of Casual leave only.

**B. MEDICAL LEAVE (MDL)**

- f) Employees shall be eligible for 10 days medical leave and the said leave could be availed on account of illness duly supported by Medical certificate from a registered medical practitioner having registration with the medical council of India.
- g) Such leave can be availed on medical ground subject to production of valid medical certificate for leaves applied for 2 or more days.
- h) Every application for MDL for two or more days must be accompanied by a medical certificate from an authorised medical practitioner registered with the Medical Council of India. However, the authorities of the University shall be at liberty to subject an employee seeking medical leave to have him/her medically examined by the doctor on panel of the University and produce the medical certificate thereon.
- i) MDL will be credited to the employees on prorated basis, account on 1st of every month. Medical leave shall not be encashable.
- j) 50% of MDL may be carried forwarded to next year with max. ceiling of 60 Leaves.

e.g if you have 8 MDL remaining at the end of the 1<sup>st</sup> year then only 4 will be carried forwarded to the next year. Subsequently In the Beginning of Next Year you will have 4 MDL but in case you did not take any MDL during the Year then in December you have 14 MDL remaining in your account then only 9 will be carried forwarded to the 3<sup>rd</sup> Year. (5 of the unavailed 10 leaves in the 2<sup>nd</sup> Year)

**C. EARNED LEAVE (EL)**

- i. Earned leave means the leave earned by an employee for the services rendered during the calendar year.
- ii. The request for EL shall be made well in advance (generally 1 month); and requests made less than 7 days in advance may not be entertained.



- iii. However, if an employee has no other leave to his/her credit the competent authority may relax this condition on case to case basis & depending upon the merit of the case.
- iv. The immediate superior/departmental head shall recommend EL.
- v. EL shall not be admissible during the teaching classes of the academic session except in case of emergency.
- vi. The leave to the credit of the employee at the close of the previous year shall be carried forward to the next year.
- vii. The total accumulation of Earned Leave for the purpose of leave encashment shall be restricted to 45 days only during entire service, or as may be revised time to time by the management.
- viii. 50% of EL may be carried forwarded to next year with max. ceiling of 45 Leaves.

e.g if you have 20 EL remaining at the end of the particular calender year then only 10 will be carried forwarded to the next year. Subsequently In the Beginning of Next Year you will have 10 EL but in case you did not take any EL during the Year then in December you have either 28 EL remaining in your account then only 19 (10 from previous year and half of the 18 i.e. 9 from current year) will be carried forwarded to the 3<sup>rd</sup> Year.

#### **D. MATERNITY LEAVE (MTL)**

Only female employees are eligible to maternity leave. Grant of Maternity leave (MTL) is subject to the following regulations:

- i. MTL may be granted to a permanent woman member of the staff on full pay for a period up to 182 days from the date of its commencement. MTL will be granted to Confirmed Female Employees who have served the organization for a min. period of 245 days prior to applying Maternity Leave.
- ii. MTL can only be availed of once in a period of three years and only twice during the entire period of the employee's service at SU or elsewhere
- iii. MTL can be applied 15 days prior to expected date of delivery in case of so desired by the employee due to medical reasons. MTL shall not be debited to the leave account.
- iv. During the period of MTL she will be paid leave salary equal to the pay drawn immediately before proceeding on leave only after resuming duty and serving a declaration that employee will tender services for the next 1 year at the very least after resuming her duty. MTL will not be applicable for on probation or contractual/ temporary or ad-hoc appointees.
- v. MTL can be extended beyond the prescribed limit of 182 days, as leave without pay if a female employee is not in a position to resume duties for various compelling reasons. However, such leave without pay shall not be given for more than a period of six months. The sanction of leave without pay beyond the MTL will be on a specific written request made to the Vice Chancellor and is dependent upon the discretion of



the Vice Chancellor keeping in view his assessment of the circumstances on case to case basis.

### **E. Vacation Leave (VL)**

- i. Summer Break -: Summer break for a period of 12 Days during non-academic period as per the Academic Calender during which Teaching Staff can avail a maximum of 6 Days of Summer Break in 1 stretch on Rostered Basis during this period. Non-Teaching or Administrative staff cannot avail Summer Break.
- ii. Winter Break --: Winter Break is for 7 Days between 25<sup>th</sup> December to 01<sup>st</sup> January and can be availed by everyone.

### **F. Compensatory Casual Leave (CCL)**

All employees are entitled to compensatory leaves, grant of compensatory leave (CCL) will be subject to the following regulations:

- a) CCL may be granted to all teaching and non-teaching staff, on entering the service, in lieu of working on a Holiday/Weekoff as approved by the reporting officer. CCL will be credited to the employees on monthly Basis. CCL cannot be availed in without prior approval and can only be availed during Vacation Period in a multiple of 3 only.
- b) The leave to the credit of the employee at the close of the previous year shall be carried forward to the next year.

An employee wishing to avail of CCL must submit his application at least one week in advance to the sanctioning authority as per the procedure laid down in **service rule book**. The sanctioning authority may refuse to grant the leave from the requested date if he feels that it is not in the interest of the University. Instead, the leave may be granted from an earlier or a subsequent date.

### **Closing Statement:**

To know more about the leave policy please refer to the Service rule book



## **Addendum -2 (Appointment Policy)**

### **Appointment Policy**

#### **Recruitment and Selection**

##### **1. Objective**

1.1. The objective of this policy is to lay down guidelines for hiring qualified and competent professionals in line with the Mission and Vision of the SU.

1.2. We are committed to select and offer candidates based on their Qualification and Experience as seem fit for the vacant position.

1.3. We do not support any kind of discrimination while employing people.

##### **2. Applicability**

2.1. This policy is applicable to all full-time and part-time employees, including those appointed on contract basis.

##### **3. Classification of Staff**

The members of the employee of the University shall be classified as:

- d) Academic – which term shall include Vice-Chancellor, Director, Dean, Associate Dean, Assistant Dean, Professor, Associate Professor, Assistant professor, controller of examination, part time faculty, Visiting faculty, Workshop superintendent, Instructor, and such other academic posts as may be decided by the university.
- e) Technical – which term shall include, System Manager, System Analyst, Software Engineer, Programmer, Civil Engineer, Superintendent, Lab Assistant, foreman, Supervisor (workshop), Carpenter, Mechanic, Overseer, Medical Staff, House Surgeon and other Medical staff, Wardens/ Matron and such other administrative and other staff as may be decided by the university.





f) Administrative and others – which term shall include Registrar, Director, Joint Registrar, Chief Finance and Accounts Officer, Dy. Registrar, Dy. Director, Assistant Registrar, Assistant Director, Administrative Officer, Assistant Administrative officer, Section Officer, Training and Placement Officer, Assistant Manager/ Manager/ Senior Manager (Marketing, Finance & Accounts, HR, CRC etc) Accounts Officer, Audit Officer, Stores Officer, Estate Officer, Accountants, Store Keeper, Steward, Office Superintendent and such other administrative and other staff as may be decided by the university. The term shall also include Head-Training and Placement, Head- Marketing/Branding, Head-HR.

Cleaning and other staff – which term shall include Security Guards, Gardeners, Sweepers, Electrician, skilled and unskilled Attendants, Peons etc., and such other staff as may be decided by the university.

#### **4. Classification of Appointment :**

##### **4.1 APPOINTMENT BY PROMOTION:**

- 4.1.i. Appointment to a post in any grade by promotion shall be made, whether in a permanent or officiating capacity, from amongst employees serving in posts or in the next lower grade.
- 4.1.ii Every appointment by promotion shall be based on the recommendation of the promotion committee as per the policy lay down by the university under the “Promotion Policy”.

##### **4.2. TEMPORARY EMPLOYMENT**

- 4.2.i Appointment of the temporary employee will be for short duration or fixed term for 3 months to 10 months.
- 4.2.ii. The service of a temporary employee shall be liable to termination at any time by notice in writing given either by the employee to the university or by the university to the employee. The period of such notice shall be one day, unless otherwise agreed to by the University and the employee.





**4.2.ii.** The other terms and conditions of service of such employee shall be such as may be specified by the university in his/her letter of appointment

### **4.3. APPOINTMENTS ON SPECIAL CONTRACT/ HONARARY/ EMIRITUS POSITIONS**

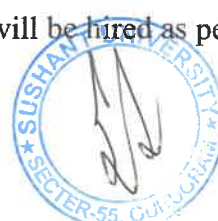
In order to meet higher quality bench marks in teaching and research, acclaimed academicians and/or person of eminence from industry are required in the University. Such eminent and competent faculty are required to be invited by the university as Professor Emeritus. It is experienced that Professor Emeritus will supplement teaching and collaborate with the faculty to stimulate activities for quality education & research besides playing mentoring and inspirational roles.

#### **PROFESSOR EMERITUS**

1. Professor Emeritus is prestigious faculty position that may be conferred upon to fully retired (more than 65 years of age), distinguished personality and who meet the eligibility criteria as per UGC norms. Emeritus position provides an opportunity to the superannuated distinguished teachers/ industry experts who have been actively engaged in research and teaching programmes in the preceding years to undertake teaching and research, without any restriction of position or pay scales.
2. The eligibility will be based on the quality of research and published work contributed by the teacher in her/his service career. The awardee (superannuated) can work under this scheme with a well-defined time bound action plan up to the age of 70 years (annually renewed). No extension under the scheme is admissible beyond 70 years of age.
3. Consolidated pay shall be admissible as per the university norms.

### **4.4 APPOINTMENT OF PERMANENT OR REGULAR EMPLOYEES**

4.4.i All the employees hired on permanent or regular basis will be hired as per guideline and criteria laid down in the Annexure 1.



4.4.ii. All the appointment made under this category will hired on the initial probation for 1(one) year, but in no case the total period of probation shall exceed four years.

4.4.iii. Criteria for Confirmation of Services is completion of PhD in relevant fields failing which the Contract of Appointment stands terminated.

4.4.iv. PhD in relevant field from an institute of repute with or without teaching experience can be appointed on permanent basis subject to confirmation of probation period of 1 year.

#### **4.4. ADHOC APPOINTMENTS:**

Notwithstanding anything contained in the above rules, the Board of Management may by a general or special order and subject to such conditions as it may specify in such order delegate to any authority in the University the power to make ad hoc appointments.

#### **4.5. SPECIAL CONTRACTS:**

Notwithstanding anything contained in the Ordinance, the Board of Management may, in special cases, appoint teachers on contract on such terms and conditions as it may deem fit:

Provided that no appointment shall be made under this clause for a period exceeding two years at a time.

### **5. CATEGORIZATION OF EMPLOYEES**

#### **5.1 Regular employees**

Person engaged on permanent basis and includes any person engaged against permanent position and confirmed.

#### **5.2 Probationary Employee**

Person hired against any permanent position will on probation for the 1<sup>st</sup> year of their service. Based on the evaluation/ review and recommendation of Dean (in case of School) and HoD (in case of Non- Teaching Department), probation will be extended for the next 3 month or services will be terminate in accordance to the policy laid down by the university.

#### **5.3. Fixed Term (Contractual) Employees**



Person who has been appointed for the Specific Project or appointed for fixed tenure, whose services are terminable at the end of the tenure. Their Contract may be extended for another term depending upon the requirement of their services.

#### **5.4 Other Categories**

Management Trainee/Graduate Trainee means candidates fresh from institutes (MBA, CA, ICWA, B.Tech, M.Tech, LL.B) and with no initial or prior work experience in past.

#### **5.5 Part Time**

Part time employees are those hired for work less than the normal working hour on a consolidated monthly salary. They will not be entitled nor they could claim any benefit provided to full time employees.

### **6. RECRUITMENT**

To attract and retail people with multi-dimensional skills and experience that matches with the present and future requirement of SU.

#### **Categories of Vacancies**

- A. As per Annual and Semi-Annual Manpower Plan
- B. Replacement Vacancy
- C. New Positions, Due to Expansion of Statuary Obligations.

#### **Modes of Recruitment**

- i. Advertisement in Local and National Newspaper/ Social Media
- ii. Internal Job Posting / Transfer
- iii. Existing Data Bank
- iv Job Portal
- v. Rehires



vi. By Invitation: The Board shall have the power to decide on the recommendations of the Director that a particular post be filled by invitation, or by promotion from amongst the members of the staff of the Institute under a scheme approved by the Board.

**Points to be noted**

- a. No family relation of an existing employee will be considered for a position when the existing employee can directly or indirectly influence the recruitment & have any relation/role in supervising the employee or be in any position to determine/decide the performance of the new employee.
- b. In case of the hire of a family relation of any employee, the same will have to be brought to the notice of the Vice Chancellor and decision to hire finally rests with the Vice Chancellor. In case it is found at a later stage a hire has been made of a family relation of an employee without prior approval, then it will be deemed as a violation to this policy & appropriate action will be initiated that can ultimately result in termination of the employee. In the event that an existing employee becomes related to another employee through their own marriage or the marriage of their child, or otherwise, then the same will need to be declared to the Registrar.

i. Newspaper advertisement

An advertisement in newspaper/social media/magazine shall be published at least once a year taking into consideration the following points.

- a) Target publications for advertisements (Geographical Spread - Regional/Pan; India/Global)
- b) All relevant information will be contained in the advertisement (About SU; Position; Job description; Compensation, if needed to be stated; relevant contact details; etc.)
- c) Budget for publishing the advertisement.



d) Outcome of the screening committee results should be communicated to the shortlisted candidates within 1 month from the date of interview so that TSU does not lose good candidates.

ii. Internal Job Posting / transfer

a). Open positions can be filled by either transferring or deputing employees from different departments/divisions.

b). Internal transfer has to be in consultation and agreement between the Dean/HOD's of the employees, HR and the Vice Chancellor.

iii. Existing Data Bank

a). Applications received from candidates directly, through any advertisement, web-portals, other sources will be filed for future use in a data bank.

b). HR will maintain the updated Data Bank & before commencing any recruitment through consultant, job portal, or any other source, etc., the relevant data bank will be searched for suitable applicants.

c). Candidates rejected will be removed from the databank.

iv. Consultants/Search Firms

a. HR will recommend to the Vice Chancellor for the empanelment of search firms & recruitment consultants for the hiring needs of the Institute based on the current recruitment norms at various levels.

b. Director on recommendations of HR shall approve the empanelment of consultants and search firms. SU shall enter into a contract with each of the empaneled consultants before awarding the assignment.

v Job Portal

a. All Job portals to be used by the institute will be recommended by HR to the Vice Chancellor. The contract will specify the commercials and terms of service to be rendered.



b. The performance of all job portals in terms of applications coming in will be monitored against defined parameters and decision to continue their services, terminate the contract or to modify the nature of the contract/service will be taken periodically.

vi. Rehiring of Former Employees

a. As a policy, SU is open to consider former employees for rehiring which will be against specific needs. Rehiring them may be considered a good move, since they already know who's who in the University; they are familiar with the internal policies, practices and culture and are well versed with the working of the Institute. The cost and time of hiring, induction, and training is significantly reduced by recruiting former employees. They bring along with them experience and knowledge that they gained while outside the University.

b. Rehiring of former employees must happen against the open positions

c. For the purpose of recruitment, all former employees shall be considered as new candidates and similar recruitment process will be followed as what is applicable for any new hiring.

d. Former employees who have good performance ratings, who have exceptionally contributed to the growth of the Institute will be considered for rehiring.

e. The HR Division is however, precluded from arriving at a decision to rehire former employee who have earlier:

i) Been tagged as 'not good for rehiring' by the Dean/ HOD in the exit feedback.

ii) Already been rehired once & have exited again.

iii) Absconded.

iv) Who have not served their notice period

v) Been removed from service on grounds of misconduct, acts of moral turpitude or otherwise on lack of integrity.

vi) If were asked to leave due to performance issues





f). To ensure a right selection is made the second time, when and if a rehire opportunity comes up, the following aspects of an employee's exit are taken into consideration by the HR Division.

i) If the former employee exited even when the corrective actions were taken to control their exit, is most likely to leave again.

ii) If the reason for leaving still exists, this would indicate that the rehire is likely to leave again.

iii) If the former employee had stated their disinterest in rejoining the institute at the time of exit, they will be probed to identify the reason of change of mind.

iv) Refer to Dean/ HOD's comment. If the manager had recommended 'good for rehiring', the rehiring process must be initiated for the former employee

#### **7. PROBATION:**

Employee Shall be shall be appointed on probation ordinarily for a period of twelve months, but in no case the total period of probation shall exceed Fourty Eight months.

Provided further that the condition of probation shall not apply in the case of teachers appointed on invitation by the Board of Management with specific provisions.

#### **8. APPOINTMENT OF VICE-CHANCELLOR**

The Vice-Chancellor shall be the Principal academic and executive officer of the University and shall be responsible for the proper administration of the University and for the imparting of instruction and maintenance of discipline therein.

#### **9. DEAN/ HEAD OF DEPARTMENT**

Each School/department of the University shall have a Head who shall be selected by the Vice-Chancellor on rotation basis from amongst the Professors, Associate Professors, provided that when in the opinion of the Vice-Chancellor the situation so demands, the Vice-Chancellor may himself/herself take temporary charge of a department(s) or place under the charge of such other Professor/ Associate Professor from another Department for a period not exceeding six months. The Head of Department shall be responsible for the entire working of the Department, subject to the general and overall control of the Vice-Chancellor.

It shall be the duty of the Head of the Department to ensure that the decisions of the university and of the Vice-Chancellor are faithfully carried out. He/ she shall perform such other duties as may be assigned to him/her by the Vice-Chancellor from time to time. The position of the Dean/ HOD will be rotational and or for a maximum period of three years or any other period which may be decided by the Management.

#### **10. PLACE OF POSTING:**

Place of posting will be Ansal University, Gurgaon, Haryana. However, the management may transfer any Teaching Faculty & other staff to any other offices/campuses/ locations existing or to be opened in future by the University and the sponsoring body. Consequent upon such transfer, the rules and regulations of service applicable to such post or at the place of posting will become applicable.

#### **11. STANDARD PAY SCALES:**

The standard scales of pay are as given under:

Professor / Sr. Professor	67000-79000 AGP Rs. 10000 (Academic Level-15)
	37400-67000 AGP Rs. 10000 (Academic Level-14)
Associate Professor	37400-67000 AGP Rs.9000 (Academic Level-13A)
Assistant Professor	15600-39100 AGP Rs.6000 (Academic Level-10)
	15600-39100 AGP Rs.7000 (Academic Level-11)
	15600-39100 AGP Rs.8000 (Academic Level-12)

The management reserves the right to offer different pay scales, consolidated honorarium or alternative pay packages to the teachers of the university besides the above standard pay scale. A professor holding substantive post may additionally be assigned Deanship for academic administration of School of study of the university and a separate special allowance/honorarium in addition to the normal pay package of the post of Professor, as may be decided by the management of the University, keeping in view the stature and credentials of the said professor may also be paid for such additional assignment as Dean till the incumbent holds the position. This will be applicable only for the Dean of the School of study of the University and not for other equivalent positions.



**12. INCENTIVES FOR PH.D.**

If a candidate is appointed as Asstt. Prof. with Ph.D. two increments may be made admissible, as per the discretion of the appointing authority.

**13. Fitness:**

No person shall be appointed to any post unless the appointing authority is satisfied that he possesses good character and antecedents.

The appointment and its continuance is subject to being found and remaining medically (physically and mentally) fit. The University reserves the right to have any employee medically examined at any time during the course of employment through a medical practitioner nominated by the management and a report of medical examination will be submitted to the management whose decision in this regard will be final and binding.

**14. Variations in Terms and Conditions of Service:**

Every teacher of the University shall be bound by the Regulations which are in force in the University from time to time.

**15. Term of employment of teachers:**

No teacher of the University, without the permission of the Board of Management 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 except in work the work undertaken in connection with the examination of Universities or learned Bodies or Public Service Commissions or to any literary work or publication or radio talk or extension lectures or, to any other academic work with the permission of the Vice-Chancellor.

**16. 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 there under, for the time being in force, and generally act under the direction of the authorities of the University.

**17. CONDITIONS OF SERVICES**

Every teacher and such other employee as are mentioned in the Regulations shall be appointed under a written contract, which shall be lodged with the University and a copy thereof shall be furnished to the employee concerned.

**18. Eligibility Criteria**

As mentioned in Annexure A

**19. Guidelines for Appointment**

- 19.1 All posts at the University shall normally and as, far as possible, be filled by advertisement; but, the Chancellor on behalf of the Governing Body shall have the exclusive power to decide, either on its own or on the recommendations from the Vice-Chancellor, that a particular post be filled by invitation, or by promotion from amongst the members of the staff of the University.
- 19.2 Every appointment for the faculty positions and senior administrative post (upper management) shall be filled by the selection committee of the University constituted as per the procedure and the proceedings to be forwarded to the Management for information and concurrence. For all other ministerial staff the Vice-Chancellor shall be empowered to fill the vacancy or he may suggest constitution of a three member committee for the purpose. Appointments so done shall be reported to the Chancellor/management. Appointments, with or without grades, in the University will be created on ad-hoc, Temporary and Regular basis by the University as per the requirement shall be ascertained on the basis of the norms prescribed by the appropriate authority from time to time. Additional posts may also be created, as required, for the extension of specific projects and or research and development activities.
- 19.3 All appointments shall be approved by the "BOM" and reported to the Governing Body.
- 19.4 The selection committee will judge the suitability of all the candidates for the members of the teaching faculty. Letters of confirmation in services shall only be issued by the Registrar for all employees except to the Vice Chancellor; on the recommendations of the Vice-Chancellor on the basis of the recommendation of the review committee formed time to time for the purpose of review the cases for annual increment /promotion etc. In case of the Vice-Chancellor, the Chancellor, on behalf of the Management has the sole power to confirm his services as the Vice-Chancellor.



- 19.5 Every appointment, whether temporary, contractual or part time will be made for a specific tenure and all such appointments shall become invalid from the date specified in their appointment letter/ contract. Such appointments, may however, be extended, subject to a written confirmation of such extension duly approved by the Vice-Chancellor, for such period (s) as he may deem fit, failing, which, no extension shall be considered valid and binding on the University.
- 19.6 All appointments shall be made on mutually accepted Terms & Conditions between the parties.

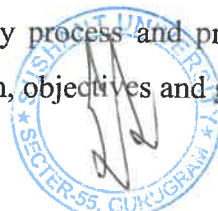
## **20. Constitution of Selection Committee**

### **Standard Operating Procedure appointments of academic and non-academic staff at Ansal University**

- a) **Purpose:** The purpose of this Standard Operating Procedure is to establish a procedure to be followed before appointing any academic and non-academic staff at Sushant University.
- b) **Responsibility:** All concerned members/officers entrusted with the responsibility of recruitment would be responsible for maintaining, documenting and implementing this procedure.
- c) **Rationale:**

Ansal University is committed to establish itself as a paragon of excellence in the Indian higher education space by providing world class learning environment to its students. In order to achieve this goal it is of paramount importance that we adhere to the set of processes and standards that are followed in leading educational institutions across the world.

- Transparency and governance are pre requisite in winning trust and confidence of the public. Respect of an institution, valuation of an enterprise, standing of a nation is directly proportional to the transparency and governance. Transparency and governance are two touchstones to fathom the character and gravitas of an organization. As a university we are committed to instill transparency and governance in every process and procedure that we employ in pursuit of the University's mission, objectives and goals.





- As a leading educational institution we are answerable to not only to our board but also to our students, government, educational bodies and the public at large.
- In this age of transparency every detail is available to public at large through Right to Information (RTI) act coupled with enormous reach of information through internet. Therefore it is imperative that we establish well defined procedures and processes that are transparent and objective and that can stand any test or scrutiny.
- Academic and non academic staff plays a critical role in the development of a stimulating teaching and learning environment and therefore appointment of these personnel is very critical. Therefore it is of utmost importance that we define, document and implement standard processes for the hiring of the human resources.
- Implementation of these standard processes would be a step forward in implementing transparency and good governance at Ansal University.

**d) Process of Selection:**

- Every vacancy (**for academic and non-academic staff**) would be advertised and a pool of applicants would be generated
- Resumes of all applicants would be rated and documented
- Selected applicants would be called for interviews

**e) Selection Committees:** The following will be the constitution of selection committees for various positions:

**28.1 Director/Deans/Professors & Equivalent Positions and Above:**

- Chancellor or his nominee
- Vice Chancellor
- Director- Human Recourse
- Three Experts of the concerned subject/field (not connected with the University) nominated by Chancellor/Vice chancellor.
- For Architecture discipline, Nominee of COA will also be called.





**28.2 Other Teaching Positions (Associate Professors, Assistant Professors and below):**

- Chancellor or his nominee
- Vice Chancellor
- Director- Human Resource
- Three Experts of the concerned subject/field (not connected with the University) nominated by Chancellor/Vice chancellor.
- Dean/ Head of Institution of concerned subject/field
- For Architecture discipline, Nominee of COA will also be called
- Registrar-Member Secretary

**28.3 Non - Teaching Upper Management Level**

- Chancellor or his nominee
- Vice Chancellor
- Director- Human Resource
- Dean/HOI of the concerned School
- Registrar - Member Secretary

**28.4 Others ministerial Staff:**

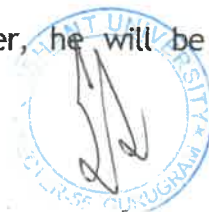
- Vice Chancellor or his nominee
- Registrar, Joint Registrars, HODs as applicable.

**28.5 Visiting Faculty:**

The appointments of visiting faculty will be decided by the concerned Dean/ Head of Institution in consultation with the Vice Chancellor.

**28.6 Procedure for holding selection committee meeting.**

- a) The meeting of a Selection Committee shall be convened by the Vice-Chancellor.
- b) The Vice-Chancellor shall preside at the meetings of a Selection Committee.
- c) The Registrar, and or his nominee shall be the ex-officio Secretary wherever it may be required. However, he will be a nonvoting



member in the selection committee for teaching staff above the label of Associate professor.

- d) Ordinarily a week's notice of a meeting shall be given.
- e) Four members inclusive of the Chairman shall form quorum.
- f) The Chairman shall be entitled to vote at the meeting and shall have and exercise a casting vote in the case of an equality of votes.
- g) The meeting of every Selection Committee shall be held at AU or at such other place as the Vice-Chancellor may decide.
- h) The Selection Committee shall consider and submit to the Board of Management recommendations as to the appointment(s) referred to it.
- i) The Chairman shall have the power to lay down the procedure in respect of any matter not mentioned herein.
- j) If the Board of Management is unable to accept any recommendation made by the Selection Committee, it may remit the same to the Selection Committee for reconsideration and if the difference is not resolved, the Board of Management shall record its reasons and submit the case to the Chancellor for orders.
- k) The constitution of the Selection Committee for the purpose of recognizing teachers shall be as suggested by the Board of management.
- l) All Appointments should be approved by the BOM and reported to the Governing Body/Management
- m) The appointment of Dean, Associate Dean and Assistant Dean in various Schools across the University, shall strictly be on rotational basis for the period as may be determined by the University, which however should not be more than three years. These positions should be offered to the senior professors having requisite qualifications and experience as per the prescription of the UGC. All the benefits entangled with such kind of additional responsibilities shall be automatically withdrawn when the



Professor incumbent is reverted back in the event of rotational change of assignments as Dean, Associate Dean and Assistant Dean.

### Annexure A

Designation	Minimum Qualification	Mandatory Qualification	Minimum Teaching Experience	Research Publication	No. of Books Published	Citation index
Teaching Assistant / Faculty / Lecturer	Master's degree with 60% marks (or an equivalent grade in a point scale wherever grading system is followed)		Nil			
Assistant Professor (Academic Level – 10)	Master's degree with 60% marks (or an equivalent grade in a point scale wherever grading system is followed)	Qualified UGC- NET	Nil			
Assistant Professor (Academic Level – 11)	Master's degree with 60% marks (or an equivalent grade in a point scale wherever grading system is followed)	Qualified UGC- NET	min. 3 Years	3 (at least 1 in journal of International repute)		
Assistant Professor (Academic Level – 12)	Master's degree with 60% marks (or an equivalent grade in a point scale wherever grading system is followed)	Qualified UGC- NET	min. 5 years	4 (at least 2 in journal of international repute)		



<b>Associate Professor</b>	Master's Degree with at least 60% marks (or an equivalent grade in a point scale wherever grading system is followed)	Ph. D Degree	min. 8 years (Min. 5 Years Post PhD)	5 (at least 2 in journal of International Repute)		
<b>Professor</b>	An eminent scholar with Ph.D. qualification(s) in the concerned/allied/relevant discipline and published work of high quality, actively engaged in research with evidence of published work with a minimum of 10 research publications(of which 3 in journals of International Repute) in the peer reviewed/ UGC listed journals and a total research score of 120		min. 10 years post PhD (min. 4 Years as Associate Professor)			
<b>Senior Professor in Universities</b>	A minimum of twelve years of teaching/research experience as Professor or an equivalent grade in the University/ College/ National level institute with Ph. D Degree		The selection shall be based on ten best publications in the Peer reviewed/UGC C listed journals and award of minimum two Ph.D. degrees under his/her supervision during last 3 years and interaction with a Committee constituted.			

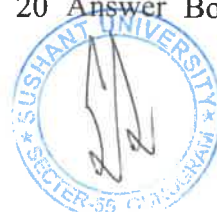
**Note: in case of specific program falling under PCI/COA/BCI/ NCTE/ other statutory body, minimum qualification and experience shall be as defined by concerned specific statutory body.**

**Addendum – 3 (Reimbursement Policy)**

**Disbursement of Remuneration/Reimbursement/Conveyance Charges**

**FOR SCHOOL EXAMINATION**

1. Conveyance charges for the External Examiners/Jurors (Answer Books/Project/Thesis)
  - a) Rs. 600/- (for Gurugram)
  - b) Rs. 1000/- (for any other part of NCR)
  - c) Rs. 12/- per km (Outside NCR) or taxi fare (subject to the production of actual bill) + Actual Toll Expenses
2. Remuneration rates for the External Examiners/Jurors for End Term Practical/Lab/Viva-Voce Examinations
  - a) For schools (**SAA, SoD and SoPD**): A Fixed amount of Rs. 5000/- exclusive of applicable conveyance charges and staycation.
  - b) For other schools (**SoB, SET, SOL, VHTBS and SHS**):
    - i. A Fixed amount of Rs. 2000/- exclusive of applicable conveyance charges subject to the minimum of 20 students (even if he/she conducts two different examinations on the same day).
    - ii. If number of students is more than 20, Rs. 100/- per student for over and above 20 students will be added to Rs. 2000.
3. Remuneration rates for the Evaluation and Viva-Voce examination of Dissertation/Thesis/Project for UG/PG programme
  - a) **Project Report**
    - a. Fixed amount of Rs. 2500/- exclusive of applicable conveyance charges subject to the minimum of 20 students
    - b. If number of students is more than 20, Rs. 150/- per UG/PG Project report and applicable conveyance charges
  - b) **Dissertation**
    - a. Fixed amount of Rs. 3500/- exclusive of applicable conveyance charges subject to the minimum of 20 students
    - b. If number of students is more than 20, Rs. 200/- per PG dissertation and applicable conveyance charges
4. Remuneration rates for the External- Answer Book Evaluator (External/Visiting) /Re-evaluator (External/Visiting) for End Term Examination
  - a) Fixed amount of 750/- subject to the minimum of 20 Answer Books plus applicable conveyance charges





- b) Rs. 35/- per Answer Book if number of students is more than 20 plus applicable conveyance charges
- 5. Remuneration rates for the Evaluators- Ph.D Thesis including Viva-Voce
  - a) Rs. 5000/- per thesis for evaluation/Pre examination
  - b) Rs. 3500/- for Viva-Voce and exclusive conveyance charges
- 6. Remuneration rates for the External- Question Paper Setter
  - a) Rs. 1000/- per question paper for UG/PG/Ph.D programme

**FOR REGISTRAR OFFICE**

- 1. Remuneration rates for the external experts of Executive Committee - Youth Red Cross, Academic Council, Board of Management, Governing Body and any other University Level Statutory Committee
  - a) A Fixed amount of Rs. 6000/- per meeting attended (exclusive of conveyance charges)
  - b) A conveyance charges of Rs. 1500/- per meeting attended. In case of Government officials, Government policy of conveyance charges will apply.

**AT SCHOOL LEVEL**

- 1. Remuneration rates for the external experts of Board of Studies (BOS)
  - a) A Fixed amount of Rs. 5000/- per meeting attended (exclusive of conveyance charges)
- 2. Remuneration rates for the external experts of School Research Committee (SRC)
  - a) A Fixed amount of Rs. 5000/- per meeting attended (exclusive of conveyance charges)
- 3. Remuneration rates for the external experts of School Advisory Council
  - a) A Fixed amount of Rs. 5000/- per meeting attended (exclusive of conveyance charges)
- 4. Remuneration rates for the lecture/seminar/workshop of industry external experts
  - a) Rs. 2000/- per hour rate (exclusive of conveyance charges) up to maximum of Rs. 6000/- in a day
  - b) Conveyance Charges
    - i. Rs. 600/- (for Gurugram)
    - ii. Rs. 1000/- (for any other part of NCR)
    - iii. Rs. 12/- per km (Outside NCR) or taxi fare (subject to the production of actual bill) + Actual Toll Expenses





**5. Remuneration rates for the Visiting Faculty**

- a) Rs. 900/- per hour rate (exclusive of conveyance charges) for having less than 5 years of academic/professional experience up to maximum of Rs. 2700/- in a day
- b) Rs. 1100/- per hour rate (exclusive of conveyance charges) for having between 6-10 years of academic/professional experience up to maximum of Rs. 3300/- in a day
- c) Rs. 1300/- per hour rate (exclusive of conveyance charges) having for more than 10 years of academic/professional experience up to maximum of Rs. 3900/- in a day
- d) Conveyance Charges
  - i. Rs. 600/- (for Gurugram)
  - ii. Rs. 1000/- (for any other part of NCR)
  - iii. Rs. 12/- per km (Outside NCR) or taxi fare (subject to the production of actual bill) + Actual Toll Expenses

Remunerations rates for the visiting faculty having sound technical knowledge and expertise may be revised with the prior approval of competent authority

**Disclaimer: Service rules approved in BOM: 21.03.2014 are to be interpreted with the revised Rules/Policy/Amendments made in BOM dated 19.11.2022**



## 1. CODE OF CONDUCT

### 2.1 Application

The provisions contained in this schedule shall apply, without exception, to all employees of the University whether, ad-hoc temporary, contractual, part time, probationary or permanent. All employees shall be governed by the code of conduct, as specified therein and every employee, without exception shall be liable to strict disciplinary action, including suspension and or termination for the breach of any provision(s) of the code of conduct.

The Vice-Chancellor shall initiate disciplinary proceedings for non compliance of the code of conduct/ service regulations/ leave rules or any other regulations of the University that may be in force from time to time by any employee and shall have the power to appoint an enquiry officer(s) to conduct an inquiry into the charges against such an employee. In exceptional circumstances the Vice-Chancellor can be empowered to make his own opinion without appointing an enquiry committee and initiate action against the employee.

The Vice Chancellor by a resolution passed by the sponsoring body will be authorised to administer and control all the matters relating to implementation of these service & leave regulations in adherence to all applicable laws, prevailing from time to and as may be applicable to the University.

### 2.2 General:

- i. Every employee shall at all times maintain absolute integrity and commitment to duty, honesty and impartial in his/her official dealings.
- ii. The University expects all employees to display courtesy in his/her dealings with other members of the staff, students and members of the public.
- iii. Unless otherwise stated specifically in the terms of appointment, every employee is a full time employee of the University, and may be called upon to perform such duties as may be assigned to him/her by the Vice-Chancellor or his/her higher officer, beyond scheduled working hours and on closed holidays and Sundays. These duties inter alia shall include attendance at meetings of committees to which he/she may be appointed by the University.
- iv. An employee shall be required to observe the schedule hours of work, as may be notified from time to time, during which he/she must be present at the place of his/her duty. Unless otherwise stated, all employees of the University are required to work effectively for at least 40 hours per week. Working hours for the employees associated with the essential services will be 48 hours per week. The lunch break will be only for 30 minutes during the day as per the time schedule conducive to the various departments of the University and as determined by the HOD of the concerned department.
- v. Except for valid reasons and/or unforeseen contingencies no employee shall absent himself/ herself from duty without prior permission of the designated authority, the just explanations not limited to the Documentary evidences of



such contingencies can be asked by the authorities and permission may be declined for such absenteeism. Failing to provide the explanations such absenteeism shall be treated as LWP, Absenteeism beyond 3 days without Notice shall be treated as absconding and a legal action may be initiated.

- vi. No employee shall leave station (Delhi/ Gurugram) except with the prior permission of the Vice-Chancellor or his functional head or designated authority, even during leave or vacation.
- vii. Whenever leaving the station, an employee shall inform the Vice-Chancellor or his functional head or designated authority to which he/she is attached, the address where he/she would be available during the period of his/her absence from station.
- viii. All employees are expected to behave according to the ideals of national integration showing love, concern, respect to all without any discrimination whatsoever of gender, caste, creed or community. Any act or speech against this rule will be considered a serious breach of discipline and will invite strict disciplinary action including suspension and/or termination from service.
- ix. Any association, active or passive by any employee with any unlawful organization is strictly forbidden.
- x. Consumption or distribution of alcohol/ drugs/prohibited substance, by an employee within the University's premises is prohibited.
- xi. Possession or carrying of any kind of arms and ammunition or weapon of assault by an employee, within the University's premises, is strictly prohibited.
- xii. All correspondence addressed to an employee or by him/her on behalf of the University or by the University including press and other such copies of correspondence, all vouchers, books including all note books containing all notes or records or prices or other data and apparatus, samples and/or other goods belonging to the University, circulars and all other papers and document of any nature whatsoever, relating to the University's affairs which shall come into his/ her possession in the course of his/ her employment shall be the absolute property of the University and he/she shall, at any time, during service or termination thereof or upon his/ her leaving the services of the University hand-over the same to the University without demand or claim thereof.
- xiii. All appointment done by the University shall be treated as private service contracts and will be dealt with the law of contract and equity. No specific performance of the private service contract will be enforced by the employees and by having accepted the terms and conditions of the service contract the employees deemed to have understood this provision hence barred in seeking reinstatement of service through legal recourse, in case of termination of services.
- xiv. NO FACULTY MEMBER (TEACHER) SHALL: -
  - Knowingly or willfully neglect his/her duties.



- Propagate through his/her teaching lesson or otherwise, a communal or sectarian outlook, or incite or allow any student to indulge in communal or sectarian activities.
- Discriminate against any student or any other person on grounds of caste, creed, gender, language, place of origin, social and cultural background etc.
- Indulge in or encourage, any form of malpractice connected with the examination or any other activity of the University.
- While being present at the University, absent himself/ herself from classes except with the prior permission of the Vice-Chancellor or his/her functional head or designated authority to which he/she is attached, from class which he/she is required to attend.
- Provided that where such absence without leave or without the prior permission of the Vice-Chancellor or his /her functional head and in his/her absence, the designated authority to which he/she is attached, is due to reasons beyond the control of the teacher, it shall not be deemed to be a breach of discipline and or the code of conduct, if on return to duty, the teacher has applied for and obtained, ex post facto, the necessary sanction for the leave availed.
- Accept or give private tuition to any student of the University or any other person without the written permission of the Vice-Chancellor.
- Prepare or publish any book(s) commonly known as guides, or assist, in their publication other than under authority of the University, obtained through the Vice-Chancellor.
- Enter into any monetary transactions with any student or parent. Accept or permit any member of his/her family or any other person acting on his/her behalf to accept any gift or receive advantage from any student, parent or any person(s) with whom he/she has come into contact by virtue of his/her being in the employment of the University.

**NOTE:**

- A casual meal, gift or other social hospitality of a casual nature shall not be considered as a gift.
- On occasions such as weddings, anniversaries, funerals or religious functions when the making of a gift is in conformity with the prevailing religious or social customs, a teacher may accept a gift from students/ parents if the value thereof is not unreasonably high.
- Besides academic problems, teachers are expected to solve personal and behavioral problems of student (s) as well. If in any event a student does not show any improvement despite counseling and, if the teacher is convinced that the student needs special help, he/ she must



immediately bring this fact to the notice of the Vice-Chancellor /course coordinator/Dean/ designated authority.

- A teacher shall not be unreasonable in his/her demands from a student and should avoid any favoritism. Whilst the teacher may be firm and consistent with his/ her student(s), every teacher must remember that student(s) have their self respect and must not be subjected to any threat, ridicule, sarcasm, or unreasonable punishment.

**Every employee shall: -**

- Be punctual and adhere to attendance norms specified from time to time. Abide by the Regulations of the University and also show due respect to his/her higher authority.
- All the full time regular staff or staff appointed on contract irrespective of the period of appointment shall have to register their daily attendance through bio-metric attendance sensors installed in the campus of the institution. The monthly salary will be processed based on the attendance data generated by the bio metric system. The detailed guidelines which may be amended time to time are appended with these service regulations as **Annex. - I.**
- Be responsible for the discipline of students even outside the classrooms on the premises of the University. Since supervision during the break or off time is vital for the protection of the property of the University employees may, from time to time, be allotted such duties to maintain discipline and orderliness at the University.
- Be responsible for the proper care, operation and maintenance of all equipment and machinery, aids, furniture and fixture and sports equipment etc. under their care. The appropriate authority should immediately be informed of any damage caused or any repairs/ replacements that may be required.
- Ensure that no student(s) indulges in ragging, canvassing and/or cause harassment of any kind to other student(s) by whatsoever name called as it is strictly prohibited under law.
- Not through any action or omission or any form of speech etc. disturb or vitiate, in any manner whatsoever, the peace, dignity and harmony of the University.

