

SVKM's NMIMS UNIVERSITY

Rules

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Preamble :

For Academic fraternity UGC guidelines laid down from time to time are followed in conjunction with Central/State Government Rules.

For Non Academic Staff State Government guidelines laid down for civilians are referred.

University has structured certain guidelines as per current systems and processes are carried out for smooth functioning of the work.

SVKM's NMIMS UNIVERSITY

In exercise of the powers conferred under Rule 27 of the University, the authorities of the University hereby make the following Rules governing the terms and conditions of service of the employees of the University.

CHAPTER - I

PRELIMINARY

1.1 Short Title and Commencement

- a) These Rules shall be called the SVKM's NMIMS University Employees Service Rules 2009 (Amended in 2015).
- b) They shall come into force from the date of approval by the SVKM.

1.2 Applicability

- a) These Rules shall apply to every whole-time and part-time employee appointed by the University.

They shall not apply, except as otherwise provided in these Rules or to such an extent as may be specifically or generally decided by the University, to honoraries, visiting faculty members and the like.

- b) On and from the date of commencement of these Rules -
 - a.1) the terms and conditions of the service of the existing whole-time employees of the University shall stand modified in accordance with the provisions of these Rules.
 - a.2) the terms and conditions of service in force at present stand repealed. Notwithstanding such repeal, anything done or any action taken under

the said provisions, shall be deemed to have been done or taken under the repealed provisions as if such provisions had not been repealed.

1.3 Power of Relaxation

The Board of Management at its discretion exempt any employee from application of provisions of these Rules or may direct that such provisions shall apply to such an employee with modifications not affecting the substance thereof.

1.4 Definitions

- a) In these Rules, unless there is anything repugnant in the subject or context -
- a.1) The University means SVKM's NMIMS Deemed to be University.
 - a.2) Competent Authority means the Authority defined as such by the Board of Management for various administrative and financial purposes.
 - a.3) For the purpose of these Rules, the expression "Employee" will mean and include a member of teaching and non-teaching staff of the University.
 - a.3.1) Members of the Teaching Staff mean the members of faculty, i.e. Directors of Schools & Campuses, Deans, Librarians, Professors, Associate Professors, Readers, Assistant Professors, Lecturers, Teaching Assistants etc. as notified from time to time;
 - a.3.2) Any other person appointed specifically to be a member of the Teaching Staff by the Board of Management.
 - a.4) Non-teaching staff will mean and include all other employees not covered under (a.3.1) & (a.3.2) above.
- b) For the purposes of these Rules, the terms 'he', 'him', 'his' and 'himself' shall also refer to 'she', 'her' and 'herself' wherever the context warrants and singular will also include plural.

1.5 Power to implement

Right to interpret any of these Rules rests with the Chancellor whose interpretation shall be final.

The powers exercisable by an authority under these Rules shall also be exercisable by any authority superior to the authority first mentioned.

1.6 Vice Chancellor's power to delegate

The Vice Chancellor may delegate to the Pro-Vice Chancellor, Dean, Director or the Registrar, subject to such conditions as he may think fit, any of the powers conferred upon him by these Rules.

CHAPTER – II

APPOINTMENTS, PROBATION AND TERMINATION OF SERVICE

2.1 Classification and appointment of whole-time employees

- a) The whole-time employees of the University holding different posts both teaching and non-teaching shall be classified as follows for certain administrative purposes.
- a.1) Group ‘D’: Post carrying Grade pay of less than Rs.2,400/-
 - a.2) Group ‘C’: Post carrying Grade pay of Rs.2,400/- but less than Rs.4,600/-
 - a.3) Group ‘B’: Post carrying Grade pay of Rs.4,600/- but less than Rs.6,000/-
 - a.4) Group ‘A’: Post carrying Grade pay of Rs.6,000/- and above.

The above classification is subject to change as may be decided by the Competent Authority

The University shall specify from time to time the pay band or grade pay of each post or a group of posts under each of the above categories.

b) **Recruitment**

(i) Recruitment of faculty :

Method of recruitment : The recruitment of the faculty will be by way of direct recruitment through open advertisement except in the case of senior positions like Dean and above wherein the system of Search Committee may be followed. The composition of the Search Committee shall consist of :-

1. Vice Chancellor
2. One representative of SVKM
3. One external expert to be nominated by the Chancellor

The vacant posts shall be advertised through print or any other medium. The applications received in response to the advertisement will be shortlisted as per the eligibility criteria. The shortlisted candidates will be called for the Interview.

Shortlisting of the candidates for Teaching Staff for calling for interview will be done by Dean/Director of the Schools/Campus.

For all the Teaching staff there will be two rounds of Interview, which needs to be completed as expeditiously as possible.

The Teaching staff has to give Presentation/Mock Lecture to the selection committee or to the students during the first round of Interview in the presence of the Selection Committee. The Mock Lecture will comprise the first round and form the basis for shortlisting of teaching staff in the Second round.

Selection Committee at School Level

First Round

- Dean
- HOD/Area Chairperson
- 2 External Experts (one from Industry and one academician)

Second Round

- Vice Chancellor
- Pro-Vice Chancellor
- Dean of the respective School
- One member nominated by Chancellor
- One representative of SVKM

c) **Recruitment Process**

During the recruitment process the following points should be taken into consideration:

- a) The Post, for which the recruitment action is initiated, should have been the post approved by Managing Committee.
- b) Pay band + grade pay of the faculty and staff should be according to the norms of the University.
- c) Entire process of recruitment should be according to the recruitment rules laid down by the university, including qualification, age, etc.
- d) Dean/Associate Dean of the concerned School is empowered to take decisions on all matters relating to recruitment like laying down requirements, advertising, shortlisting, calling of candidates, etc.
- e) HR will attach the summary of the applications received.
- f) If any invited panel member of the selection committee is not present or is not able to attend the selection process on the given date as mentioned above, the process will be carried out by minimum of 3 committee members. Presence of Vice Chancellor/Pro-Vice Chancellor, Dean of the School is essential.
- g) The date and time for the interviews once fixed will not be changed except under unavoidable circumstances.
- h) The salary grades of the University will be followed in accordance with the policy and any extra compensation will be in the form of special allowances etc.

Interview Procedure for Non-Teaching Staff-

Shortlisting of the candidates for Non-Teaching Staff

For the posts of Deputy Registrar
and above

Vice Chancellor/ Pro-Vice Chancellor /
Registrar

For all other Posts

Registrar/Head of Department

Interview and Selection Committee

A) Non-Teaching

For all the Non-Teaching staff there will be only one round of Interview.

For the post of Deputy Registrar and above

Vice Chancellor
Pro-Vice Chancellor
Dean of the School, if the applicant is for the respective School.
One member nominated by Chancellor
One representative of SVKM

For all other posts

Registrar
Pro-Vice Chancellor
Director/Dean of the respective Campus/School or his representative
One member nominated by Chancellor
One representative of SVKM

Payment to panel members :

External panel members will be paid Honorarium as decided from time to time.

No Internal panel member or any SVKM member or any of the member working under the SVKM group will be entitled for Honorarium.

d) General Instructions:

1. Appointments to the posts of 'A' category shall be made by the competent authority by following the procedure as specified under the Rule and as per the qualifications prescribed by statutory authorities like U.G.C., A.I.C.T.E.

2. The posts in categories B, C and D will be filled in either by the direct recruitment through advertisements may be by following the procedure laid down in these Rules.
3. Educational and other qualifications, age limit, experience and other incidental matters related to the recruitment in the University's service shall be as specified in the **Annexure - I** which may be modified if necessary by the Competent Authority keeping in view the specific needs of the recruitment.
4. The expert panel members will be called on the basis of their availability. (Priority should be given to Mumbai experts). If any outstation panel member is being called then the TA reimbursement will be as per the University Rules. (*In case of Air Travel, Economy Class fare or apex fare rate will be paid*).
5. During the recruitment process, the following points should be taken into consideration:
 - a) The Post, for which the recruitment action is initiated, should have been an approved post.
 - b) Pay scales of the faculty & staff should be according to the norms of the University.
 - c) Entire process of recruitment should be according to the recruitment rules laid down by the university, including Qualification, age, etc.
 - d) Dean/Associate Dean of the concerned School is empowered to take decisions in all matters relating to recruitment like laying down requirements of vacant posts approved by SVKM, advertising, shortlisting, calling of candidates, etc. & selection and the candidates to be called for Interview. This will be forwarded to Vice Chancellor for approval.

All the appointments have to be sent to the Managing Committee for their approval.

The appointment orders will be issued by the Competent Authority on the basis of recommendations of the Search Committee only after the approval of the Managing Committee.

All the final round minutes will be approved by the Competent Authority before the issuance of offer letter to the selected candidates.

After obtaining the approval of all the authorities to the final minutes along with the documents, the same will be sent to SVKM for the necessary approval / ratification.

All the appointment letters for the teaching staff, except those of the Deans/Directors, will be signed by the Vice Chancellor/Pro-Vice Chancellor & Non-teaching staff offer letters and appointment letters will be signed by Vice Chancellor/Pro-Vice Chancellor. The letters of Deans/Directors or any other higher positions will be signed by the Chancellor.

Under exceptional cases, the appointments of the faculty will be made by the Vice Chancellor (with the approval of the Chancellor and In-charge of University nominated by SVKM). The offer letters and appointment letters will be sent to HR Department of the University and SVKM for information/records.

2.2 Temporary / Contract employees (Non-teaching staff)

Notwithstanding anything contained in these Rules, the Competent Authority, with prior approval of SVKM, may appoint persons on a temporary/contract basis to non-teaching positions due to exigencies of work, for a specific period not exceeding 6 months, as the case may be, on suitable terms and conditions, subject to such general or specific directions, if any, issued by the University from time to time.

The terms and conditions of service of the temporary/contract employees shall be specified by the Competent Authority and they shall not be eligible for any benefits extended to the regular employees.

The services of such an employee will stand automatically terminated at the end of the period of his appointment.

2.3 Appointments to be made on minimum pay

Appointments to posts of all categories shall be normally made on the initial pay in the grade sanctioned to them, keeping in view the higher academic qualifications, specific experience rendering added benefit to the University and salary in the previous job, and parity within the University. The Selection Committee may recommend grant of additional increments for consideration of the appointing

authority. Exceptions may be made, with the approval of Hon'ble Chancellor, in case of the following :

- (a) If the person who is recruited has some special qualifications, then he is entitled to increments as per UGC/AICTE guidelines.
- (b) By taking into consideration the length of service and experience, additional increments may be given to the candidate in order to protect his previous salary.

2.4 Re-employment in the University

- (a) A person who has ceased to be in the service of the University because of his resignation, or abolition of post or superannuation may be reappointed in any capacity with a specific permission of the Board of Management which will lay down the terms and conditions of reappointment.
- (b) An appointment of re-employed person will be treated as fresh appointment and no benefits of the past employment will be available to him, except as otherwise sanctioned by the University at the time of his re-employment.

2.5 Probation/Contract

- a) All the appointments and internal promotions in the University to the approved or sanctioned posts will be on probation/contract depending on the profile.
- b) The period of probation for the teaching and non-teaching employee shall be two years from the date of his / her joining the duty.
- c) The services of an employee who has been appointed on probation can be terminated without assigning any reason but with a one month's notice or one month's salary (Basic + GP / AGP + D.A.) in lieu thereof which will be at the discretion of the Board of Management.
- d) The Dean shall obtain yearly report on performance of the employees under his supervising authority / sectional head / Head of the Department. After completing all the sections, the report must be sent to the Registrar at least four weeks prior to the completion of the probation/contract period as per **Annexure II Form-1 & Annexure III Form-2**. The competent authority

may take the decision of confirming the services of employee or extending the probationary period based on the report of the performance of the employee and on his own assessment and the same must be communicated to him before the end of his probation/contract period.

The employee shall be considered confirmed in his post only if and when he receives a letter of confirmation from the University. If he does not receive the same before the end of his probation/contract period, the further period of his service is to be considered as an extended period of probation/contract, for which he will be paid his total emoluments.

- e) The Vice Chancellor / Pro-Vice Chancellor / Registrar may extend the period of probation/contract of an employee for a maximum period of one year.
- f) The facility of internal promotion will not be available for the members of teaching faculty. An appointment of faculty member on any other post will be treated as a fresh appointment and the rules regarding probation/contract will be applicable to him.

2.6 Commencement of service

“Service” of an employee shall be deemed to have commenced from the working day on which an employee has reported for duty at the place intimated to him by the competent authority.

If he reports after 12 noon of that day, his service shall be treated as commenced from the next working day.

An employee is required to complete the joining formalities within a period of one week to 10 days from the date of joining. Appointment letter will be issued to an employee subject to submission of documents as listed by the University at the time of joining. The documents will be verified with the originals for the service records by the authorized University personnel. In case of any discrepancies found at that time or any time during the period of service, the University is deemed to take necessary action as mentioned in the Rules.

Once an appointment letter is issued to an employee, it is deemed to have been accepted as per the terms and conditions mentioned in the letter, unless otherwise represented in writing within 48 hours on receipt of the letter of appointment.

2.7 Resignation

If an employee confirmed in his post intends to leave the service of the Deemed to be UNIVERSITY, he will have to give three months' notice addressed to the Vice Chancellor to that effect. He can also pay an amount equal to his one month / three months salary (Basic + GP / AGP + D.A.) as the case may be in lieu of such a notice. In the case of an employee on probation/contract in whose case the notice period will be of one month/three months and an amount to be paid in lieu of that will be equal to his one month's salary (Basic + GP / AGP + D.A.). Expression 'Month' mentioned here and elsewhere in the Rules means the month in the English calendar.

However, the Board of Management may waive the condition of notice or payment in lieu of it in genuine and deserving cases on the recommendations of the Vice Chancellor.

If a candidate who has been appointed to any post in the University fails to join the service on or before the date mentioned in his letter of offer, his appointment will stand automatically cancelled unless and otherwise he obtains prior permission of the competent authority to do so.

The resignation of an employee shall not be effective unless it is accepted by the Competent Authority and the concerned employee is informed accordingly. A resignation given by an employee will not be normally accepted under the following circumstances :

- a.1) If disciplinary proceedings have been instituted against or are proposed to be instituted against the employee;
- a.2) If the employee is under a bond to serve the University for a specified period, which is not yet over;
- a.3) If there are any dues and other borrowed materials to be recovered from the employee.
- a.4) If the employee is on leave or is absent from duty.
- a.5) for any other sufficient ground to be recorded in writing.

Explanation 1: Disciplinary proceedings shall be deemed to be instituted against an employee for the purposes of this sub-Rule if he has been placed under suspension under these Rules or any notice has been served on him asking him to show cause as to why disciplinary proceedings should not be initiated against him or if any charge-sheet has been issued to him under these Rules that will be deemed to be pending till final orders are passed by the Competent Authority.

Explanation 2: A notice given by an employee under sub-Rule above shall be deemed to be in order only if he continues to remain on duty during the period of the notice.

Employee is not entitled for any kind of leave during the period of notice except for the casual leave on pro rata basis. Any other leave taken during such period will be treated as leave without pay.

2.8 Superannuation and Retirement

- a) The age for retirement for a confirmed teaching and non-teaching employee shall be as determined by the Board of Management from time to time based on the Government of Maharashtra / UGC guidelines.

However, the University may retire any employee at any time after he completes 55 years of his age or 30 years of total service, whichever is earlier, by giving him three months notice or three months' salary in lieu of it, if found medically and physically not suitable for the post.

- b) An employee, who attains the age of superannuation on any day other than the first day of any calendar month, shall retire on the last day of the month in which he completes his age of retirement.
- (c) An employee may also, if he so desires, and subject to terms of appointment to the contrary, if any, retire from service on completion of 50 years of age or 20 years of service in the University, by giving three months notice to the University in writing.
- (d) If the employee has been certified by a registered medical practitioner as incapacitated for doing further service on account of mental or physical

infirmity, he may be retired by the Board of Management even before the age of superannuation.

- (e) The Competent Authority may require the employee to retire if the post which he is holding at present is abolished and if there is no suitable equivalent post for his absorption.
- (f) When an employee retires from service either under the provisions or the proviso to sub-Rule other than provisions 'a' and 'b', the University may consider granting him compensation on such scale and terms as may be determined by the Competent Authority from time to time. The University, while determining the terms shall take into account all relevant factors including the balance of service left to a retiring employee.
- (g) Notwithstanding anything contained in these Rules, where an employee has ordinary leave earned and credited to his leave account but not availed of as on the date of retirement, he may, at his option,
 - g.1 be permitted to avail of leave subject to a maximum of six months in respect of leave earned under these Rules. However, in any case, he will have to be on the duty on the last day of his service.
 - OR
 - g.2 be paid a lumpsum amount which would be equal to leave salary in respect of the period of earned leave to his credit on the date of superannuation subject to maximum of six months.

Explanation:-

“Date of Retirement” means the date on which the employee attains the age of superannuation in accordance with the provisions of the Rule or the date on which he is retired by the University under sub-Rule(a) of the Rules or the date on which the employee voluntarily retires in terms of sub-Rule(c) of the Rules as the case may be.

- g.3 Cash equivalent of leave salary in case of death while in service.

In case of an employee who dies while in service, the cash equivalent of his leave salary admissible on the date immediately following the death and in any case, not more than that of 10 months shall be paid to his spouse or any other legal inheritor without any reduction.

g.4 Execution of Bond, etc.

Notwithstanding anything contained in these Rules, the University will have a right to obtain undertakings / bonds from an employee for payment of liquidated damages relating to deputation for training or his failure to complete the required number of years of service in a particular post, or by way of assurance to follow the terms and conditions of service and to perform the duties assigned to him sincerely and honestly, as may be determined by the Board of Management from time to time.

2.9 Entitlement on retirement/death/termination

An employee who retires from the services of the University of attaining the age of Superannuation will be entitled to the following benefits :-

- a) **Gratuity :**
Retirement gratuity/Death gratuity is admissible to all employees as per the Circular issued by Government of Maharashtra from time to time.

- b) **Leave Encashment :**
Lumpsum cash equivalent to leave salary (Basic + DA) of the Earned Leave at the credit of the employee on the last day of his service, subject to a maximum of 300 days including number of days which was already encashed by the employee, will be paid to the employee.

- c) **Termination/End of Contract**
No encashment of earned leave will be admissible on termination/end of contract period except for statutory positions.

In case of contract employee, who is entitled for earned leave resigns or quits from services before completion of his contractual term, he will not be entitled for any earned leave encashment, except in case of death of the employee.

In case of contract employee, who is entitled for earned leave relinquishes his post on successful completion of his term of contract then he will be entitled for half of the cash equivalent of his earned leave salary, which will be calculated on the basis of 80% of cash equivalent of their gross emoluments excluding special allowance and reimbursements admissible on the date immediately before his relinquishing the post.

2.10 Entitlement on resignation

Leave Encashment :

In case an employee resigns or quits from service, in his/her own accord or relinquishes his post, half of the cash equivalent of his earned leave salary (Basic + GP / AGP + D.A.) admissible on the date immediately before the resignation or relinquishing the post and in any case, not exceeding leave salary (Basic + GP / AGP + D.A.) for 150 days shall be paid to him.

CHAPTER – III

RECORD OF SERVICE, SENIORITY, PROMOTION AND REVERSION

3.1 Record of Service

A record of service i.e. a Service Book shall be maintained as a regular legal document by the University in respect of each employee at such place or places and shall be kept in a prescribed format and shall contain such information as may be specified from time to time by the Board of Management.

3.2 Seniority

- a) The seniority of the employee in a cadre under the University shall be determined on the basis of date of continuous service in that cadre. The date of joining the service on probation or as the case may be, the date of promotion shall be taken as the date of continuous service for this purpose.
- b) The employee confirmed in a permanent post shall rank higher to that appointed in officiating capacity. The seniority of the employee confirmed in a cadre shall be determined on the basis of the date of confirmation in that cadre.
- c) If more than one employee is appointed by open competition or on recommendation of the Selection Committee and if they complete their probation within normal uniform probationary period, the seniority of the candidates selected at the same interview shall be in the order in which they are ranked by the Selection Committee, irrespective of the dates of their joining the duties or the dates of their confirmation :

Provided that, in case the probationary period of the employee appointed on probation is extended beyond the normal period of probation and his date of confirmation having been postponed to any subsequent date, his seniority shall be determined with reference to the date from which he completes his probationary period.

- d) The employee promoted to a post in higher cadre shall rank below those employees in that cadre on the date of his promotion irrespective of their inter-se-seniority in the lower cadre. The employee promoted to a post in higher cadre earlier shall be considered senior to the employee promoted to

that cadre at a later date, irrespective of their respective seniority in the lower cadre or the pay drawn.

Explanation : If the promotion of junior employee to the post in higher grade is ordered temporarily because the senior employee is not immediately available for taking the charge of the post in a higher cadre either on medical grounds or on other personal grounds, he shall not lose his original seniority.

- e) The employee reduced to a lower cadre by reversion, shall be considered senior-most in the lower cadre unless the authority ordering such reduction or reversion directs that he shall rank in such lower grade or cadre next below any specified member thereof.
- f)
 - i) The employee who requests for change in the cadre of equivalent level, the Competent Authority may examine the merits of the request and relative utility in granting the request, and may grant the same. In such case, the employee shall rank lowest in the seniority and the date of order of transfer of cadre shall be considered as a continuous officiating date in that cadre.
 - ii) If the Competent Authority is of the opinion that the services of any employee are more useful in another cadre of equivalent level, the Competent Authority may by order transfer the employee to the other cadre. In such case, the employee shall rank at the appropriate place with reference to the date of his continuous officiating or confirmation in the former cadre, and his seniority accordingly fixed in the later cadre.
 - iii) If the employee has requested for a change from higher cadre to lower cadre, and if the Competent Authority grants his request, the employee shall not get higher seniority in the lower cadre than he would have held, had he not been so promoted.
- g) The Seniority list of all the employees in a cadre shall be prepared and maintained upto date by the University or the College. The seniority list so prepared shall be circulated in April every year among the employees concerned and their signatures obtained. Any subsequent change made in the seniority list from time to time shall also be similarly circulated. Objections, if any, to the seniority list or to the changes made therein shall be duly taken into consideration by the Registrar before finalizing the seniority list.

Disputes, if any, shall be referred to the Vice Chancellor whose decision shall be final.

h) Foreign Service * –

- i) On requisition by an organization (hereinafter referred to as Foreign Employer), and on express consent by the employees, the Competent Authority may by special resolution place the services of the employee at the disposal of the foreign employer.
- ii) The position with the Foreign Employer and the terms and conditions of the service thereunder should not be too attractive to distract him or any other employees in his cadre. The terms and conditions shall be decided by the Competent Authority in consultation with the Foreign Employer.
- iii) The employee shall be treated to be on deputation from the date he relinquishes his charge and till he resumes the charge on repatriation from the foreign employment.
- iv) Ordinarily, the initial period of deputation shall be of one year, to be extended on express request by the foreign employer, on express consent by the employee, and resolution by the Competent Authority by one more year. The period of deputation shall be treated as continuous service and shall count for increment, promotions, leave etc.

When the employee is due for promotion or reversion under the Competent Authority, his service shall be recalled. However, if the foreign employer requests for his continuation and agrees to extend him the benefits of promotion, the Competent Authority may allow the employee to remain in foreign service and shall be entitled to the benefits of promotion from the date on which the employee next below him stands promoted.

- v) The Competent Authority may recall the services of the employee by intimating the employee and the foreign employer three months prior to the date from which he is proposed to be recalled. The foreign employer shall make necessary arrangements to release the employee from that date.

- vi) The foreign employer may request, by giving three months' notice to Competent Authority and to the employee, that the services of the employee may be recalled. The Competent Authority shall make necessary arrangements to recall the services of the employee.
- vii) The employee may request the Competent Authority and the foreign employer to revert him in the services of the Competent Authority by giving three months' intimation. The Competent Authority in consultation with the foreign employer shall make necessary arrangements to revert the services of the employee.
- viii) The Foreign employer shall on the annual basis, make contributions to the Competent Authority towards Leave Salary, Contributory Provident Fund and Gratuity or pension contribution at the rates prescribed by the Competent Authority from time to time and intimate the same to the employee.
- i) The employee in service of the foreign employer shall be entitled to leave, benefits of surrender leave and leave salary, and the foreign employer shall be liable to the remission of proportionate leave salary contribution.
- j) The employee shall be granted reasonable joining time as admissible under the rule while proceeding on foreign service and while reverting therefrom.
- k)
 - i) The employee on deputation to any organization shall have to revert to his parent service before he accepts deputations to another organization.
 - ii) The employee seeking prolonged study leave for studies not directly connected with his foreign service but connected with his parent service shall apply to the Competent Authority through the foreign employer for such study leave and shall have to revert to his parent service before proceeding on such study leave.
 - iii) The foreign employer may grant to the employee study leave for pursuing studies connected with his foreign service, and such period shall also be treated as Foreign Service. The period of such study leave shall be intimated by the foreign employer to the Competent Authority.

* “ Foreign Service” means service in which an employee receives his salary with the sanction of the Competent Authority from any source other than the University fund or funds and finances of the management managed by the Competent Authority as the case may be.

3.3 Career Advancement Scheme

There will be Career Progression Scheme (Upgradation) for both teaching & non-teaching staff as adopted in the Board of Management given below :

I. Teaching :

In case of teaching employees, Career Progression scheme will be adopted by the Board of Management taking into consideration the following criteria:

- i) Guidelines of UGC, AICTE, other statutory bodies and Government of Maharashtra from time to time.
- ii) Length of service in the Deemed to be UNIVERSITY, teaching performance, contribution to the academics, academic & administrative activities, extracurricular activities, etc.
- iii) Qualification acquired after joining, which includes doctoral degree or any other similar academic recognition.
- iv) The review committee approved by Board of Management from time to time will consider all the eligible cases and their recommendations will be placed before the Board of Management for final approval.

II. Non-Teaching :

The Deemed to be UNIVERSITY may grant two financial upgradations to Groups B, C & D employees on completion of 10 years, 20 years and 30 years of regular service respectively.

This scheme is not applicable for adhoc/contract/temporary employees.

Conditions for grants of benefits :

- i) The scheme envisages merely placement in the higher pay i.e. Grade Pay of financial benefits. It will neither amount to functional/regular promotion nor would require creation of new posts or replacement at higher posts for the purpose.

- ii) The highest pay band up to which the financial upgradation shall be available will be 9300-34800.
- iii) The first financial upgradation under the scheme will be allowed after 10 years of regular service and the second upgradation after 10 years of regular service from the date of first financial upgradation. If the first upgradation gets postponed on account of the employee not found fit or due to departmental proceedings, etc. this would have consequential effect on the subsequent upgradations which would also get deferred accordingly. If, in the above mentioned process, the employee is in the highest GP of the band, in the next financial upgradation, the employee will move to the next pay band with minimum GP of the pay band subject to clause (ii) above.
- iv) The upgradation scheme is only for the employee who is in the same pay band/ grade pay/scale or equivalent in earlier payscale for the period of 10 years in service.
- v) The upgradation & payfixation will be as per the pay recommendations in this regards adopted by the Government of Maharashtra and approved by the Board of Management.
- vi) The employee will have to undergo a review process for such upgradation.
- vii) The review committee comprises Vice Chancellor, Pro-Vice Chancellor, Registrar, Joint Director (HR)/ Dean of the School (if applicable), Head of the respective Department.

The recommendations of the review committee will be placed before Board of Management for final approval.

The above scheme is subject to review by the Deemed to be UNIVERSITY from time to time.

CHAPTER - IV

WORK LOAD

4.1 Teaching Staff

The pattern of teaching workload for full-time and part-time teachers will be in accordance with the guidelines of the U.G.C. / AICTE.

- a) The University will follow the prescriptions of the workload of the U.G.C. or A.I.C.T.E. or any other concerned Statutory Councils as the case may be with regard to the minimum days of actual teaching in an academic year, the teaching workload in clock hours which the teachers of different categories will have to carry out besides other institutional responsibilities etc.

In case of any discrepancies, workload prescribed by the UGC from time to time will prevail.

- b) The Dean of the Concerned School may ask any faculty member to take extra remedial lectures for the students if he feels so necessary.
- c) The teachers will be assigned various institutional responsibilities like conduct of examination including setting up of question papers, evaluation of answer sheets, preparation of results, extra curricular activities for students etc. It would be mandatory for the teacher to carry out such responsibilities assigned to him from time to time, which will be considered as his duties as a teacher.
- d) The duration of the long vacations available to the teaching faculty will be as per the guidelines of the U.G.C. or concerned Statutory Councils.

If any faculty member has been asked, in writing, to be on duty to discharge some functions during long vacation period, $\frac{1}{2}$ of the days on which he has been asked to work provided there is no other financial benefit and has actually worked for minimum 5 hours per day will be considered for the compensatory off. Compensatory offs so accumulated cannot be carried forward to the next academic year and hence need to be enjoyed during the same academic year. One can avail not more than 3 compensatory offs at a

time in a month. The Compensatory off(s) cannot be prefixed or suffixed to vacation.

Faculty will be eligible for compensatory offs/holidays ONLY for the period they have worked during vacation as mentioned above. They will not be entitled for compensatory off/holidays during any other academic period.

4.2 Non-teaching Staff & Non-Vacation Teaching Staff

The Non-Teaching Staff and Non-Vacation Teaching Staff shall have working hours, including lunch time, per week (Monday to Saturday) as follows :

- | | |
|-----------------------------|---------------|
| a) Group A, B, C, D (Staff) | 42 hours/week |
| b) Group C, D (Sub-Staff) | 46 hours/week |

4.3 Compensatory Off for Extra Work

Non-teaching staff in Group 'D' (Category Sub Staff) are entitled to overtime as prescribed by the Deemed to be UNIVERSITY from time to time for different campuses. The applicability of overtime in different campuses will be decided on the basis of local situations. Non-teaching staff in Group 'C' are entitled for compensatory off and not the overtime. Non-teaching staff in Group 'A' and 'B' are neither entitled for overtime nor the compensatory off (except if called on Sundays or Holidays).

If it becomes necessary, the supervising officer of the employee may require the employee working under him to work for a minimum period of half an hour, either before or after the office hours. The employee required to work extra time shall be entitled to accumulate the extra time worked and shall be entitled to compensatory off for every 5 hours of extra work to be calculated in multiples of half an hour of extra work at a stretch as prescribed by the Deemed to be UNIVERSITY. It shall not be competent on the part of the employee to refuse to work extra-time. Such compensatory offs so accumulated during a calendar year cannot be carried forward to the subsequent calendar years. One cannot avail more than 3 compensatory offs at a time in a month.

The employees, if asked to work on Sundays or holidays by the Competent Authority in writing shall be entitled to have compensatory off, provided they ask for the same during the same calendar year.

Compensatory offs should not be accumulated for more than three days and should not be allowed to be carried forward to the next calendar year. Compensatory off's can be prefixed or suffixed or both to leave due or holidays.

The employee should submit their compensatory off(s)/extra time statement on a monthly basis duly signed to Time Management Section from time to time. In case the Departmental Head requires employee to work extra hours for longer period such that the accumulation will amount to more than 3 days then the Head of the Department should seek prior approval of Pro-Vice Chancellor/Vice Chancellor to avail the same.

If any female non-teaching employee is required to work (except in case of Deemed to be UNIVERSITY events) for more than two hours after the office hours with prior approval of the Head of Department, she shall be paid travel reimbursement for that day as per the entitlement mentioned in Chapter-V Clause 5.6(a).

4.4 Duties

The duties of the non-teaching staff shall be defined by the University from time to time. However, the Vice Chancellor or any other competent authority may assign any other official duties from time to time, which an employee will have to discharge.

4.5 Holidays

Holidays will be determined by the Management of SVKM / Board of Management of the University.

Vacation Salary

The benefit of vacation salary will be available to the members of the regularly appointed teaching staff in the pay scale provided that he has worked for at least 2/3rd of the academic year preceding vacation. Faculty appointed on contract basis, Adjunct faculty and Visiting Faculty are not entitled for vacation. They will have no claim of compensatory offs/holidays in lieu of working during vacation as that of regular faculty members.

4.6 Assessment of Work

a) Teaching staff

At the beginning of each trimester, every member of teaching faculty shall prepare his academic programme and calendar and submit it to the Dean through the Head of his Department, if any. At the end of the academic year the academic staff shall prepare a self appraisal report of the work done by him and submit it to the Vice Chancellor/Pro-Vice Chancellor/Director/Dean through the Head of his Department, if any.

The assessment reports of the teaching staff shall be maintained by the Vice Chancellor/Pro-Vice Chancellor/Dean/Director of the University in the forms as shown in **Form No. 1** in **Annexure II** appended to this Rule for the following purposes.

- a.1) For submission of annual reports for the period of contract/probation.
- a.2) For submitting a performance report for confirmation in service of the teaching employee.
- a.3) For consideration at the time of interview for a higher post.
- a.4) For assessment of the work of the teaching employee.
- a.5) For other specific purposes.

The adverse remarks as well as remarks of appreciation shall be brought to the notice of the teacher concerned by the Reviewing Authority.

b) Non-teaching staff

- b.1) The Assessing Authority under whom the employee on probation is working shall send to the Registrar his report about work and conduct of the employee, prescribed for the purpose in **Form No.2** and marked as **Annexure-III** at the end of every twelve months from the date of his joining. The last report about the work and conduct of the employee on contract/probation shall be sent to the Registrar at least

two months prior to the date of completion of his contract/probationary period.

- b.2) The Assessing Authority shall prepare the confidential assessment report in **Form No.2** appended to these Rules and marked as **Annexure-III** for the period of twelve months from the date of joining or end of contract/probation period, in respect of every employee placed under his control for the time being. If the employee is placed under the Assessing Authority for a broken period before completion of twelve months as mentioned in (b.1) above, the Assessing Authority shall write the assessment report for such period as the employee was working under him.

The confidential assessment report written by the Assessing Authority shall be reviewed by the Officer who is directly superior to such Assessing Authority.

Such a Reviewing Authority shall carefully examine the remarks adverse or outstandingly good in character and verify the same with the factual position and satisfy himself about the said remarks. If the Reviewing Authority does not agree with the remarks of the Assessing Authority, he shall state the reasons for not agreeing and shall record his own assessment about the work and conduct of the employee.

- b.3) The annual confidential report of an employee shall be the basis for determining 'merit'. The record of service shall be deemed to be satisfactory if there is nothing adverse in the report for previous three years. Adverse remarks not duly communicated in writing to the employee shall be disregarded for the purpose.
- b.4) Remarks in the confidential report, which are either adverse or outstanding in character, shall be brought to the notice of the employee in writing within three months. Whenever minor irregularities occur, they shall be brought to the notice of the employee orally by the Assessing Authority.
- b.5) The employee who has been communicated adverse remarks may within 15 days of receipt of such communication represent his case in writing to the Reviewing Authority. The Reviewing Authority may obtain the remarks of the Assessing Authority before he decides

whether the adverse remarks may be expunged or otherwise. The decision of the Reviewing Authority recorded in writing shall be final.

- b.6) Yearly confidential report in respect of each employee belonging to Groups 'A', 'B' and 'C' shall be maintained in the prescribed form as also self-appraisal form, duly filled in by the employee and shall be taken into account at the time of promotions and at other times when necessary.
- b.7) A personal file shall be opened for every employee immediately on his appointment in the University, and all orders and papers in connection with his official record shall be properly filed therein.
- b.8) b.8.1) The confidential files including the Confidential Reports of the Registrar, Librarian and such other Group A employees shall be maintained by the Vice Chancellor/Pro-Vice Chancellor.
- b.8.2) The confidential files including the confidential reports for other staff in the University shall be maintained by the Registrar.

4.7 Assessing & Reviewing Authority

The following shall be the Assessing Authority and Reviewing Authority:-

Sr. No.	Categories of Employees	Assessing Authority	Reviewing Authority	Accepting Authority
1.	Teaching Staff	Dean / Head of the Department	Pro-Vice Chancellor / Dean	Vice Chancellor
2.	Chairperson / HOD	Dean	Pro-Vice Chancellor	Vice Chancellor
3.	Registrar	Pro-Vice Chancellor		Vice Chancellor
4.	Other Officers in Class A	Registrar/Director or equivalent	Pro-Vice Chancellor	Vice Chancellor
5.	Employees in Class B, C & D	Concerned HOD / Head of the Section	Registrar	Vice Chancellor

CHAPTER – V

PAY, ALLOWANCES AND OTHER BENEFITS

5.1 Pay and allowances

All the regular employees will be paid monthly salary as per the scale mentioned in the letters of appointment. The scales of pay will be as per the guidelines of the State Government / UGC and approved by the Board of Management from time to time. An employee will be entitled to get other allowances and benefits approved by the Board of Management from time to time.

5.2 When allowance to cease

Pay and allowances shall cease to accrue from the day an employee ceases to be in the service of the University.

In the case of an employee dismissed, removed or compulsorily retired from the University's service, the pay and allowances shall cease from the date of his dismissal, removal or compulsory retirement. In the case of an employee who dies while in service, he shall cease to get the pay and allowances from the day following that on which the death occurs.

If any employee remains absent from his regular duties without prior permission or without obtaining sanction for a leave, his absence will be treated as leave without pay. The competent authority may give sanction to the leave of an employee with retrospective effect in the deserving cases.

If an employee leaves his job without intimation to the Institution and without obtaining sanction for his resignation, he will not be entitled to get his pay and allowances from the day from which he has remained absent.

5.3 Increments

- a) In an incremental scale, the increment shall accrue on an annual basis at each stage of that scale, whether such service be probationary, officiating or substantive, on completion of a year of service or with effect from any other date declared by the Competent Authority.

Each annual increment shall be as applicable for the stage in the Pay Band on 1st July of the year.

Increment on 1st July will be applicable to those employees only who have worked for minimum period of 6 months from the date of joining the duty in the cadre with the same GP in which he is appointed.

Provided that the benefit of increment shall be admissible from the first of the month in which it accrues, irrespective of the actual date of its accrual.

- b) No increment may be withheld except as a disciplinary measure under relevant Rule and each order withholding an increment shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments.

Provided that if in an incremental scale there is an efficiency bar, an employee shall not draw increments above that bar until he has been certified fit to do so by the Competent Authority. On each occasion on which an employee is allowed to cross an efficiency bar which has previously been enforced against him, he shall be placed in the incremental scale at such stage as the authority competent to remove the bar may fix provided that such stage shall not be higher than that at which he would draw his pay if the bar had not been enforced against him and further that no increments granted on the removal of a bar shall have a retrospective effect.

- c) To remove stagnation increments may be granted to an employee who has reached the maximum of the scale at the rate of one increment equivalent to the last increment drawn for every two years spent at that level.

5.4 Hometown Declaration

- a) Every employee shall on his appointment declare his hometown in writing to the University and if such domicile is not his place of birth or ancestral residence, he must establish the same to the satisfaction of the Competent Authority.
- b) No employee who has once recorded his hometown shall be allowed to alter the same unless he satisfies the University that the change is bonafide and in no case may an employee be permitted to change his hometown in such a

manner as to increase the cost to the University of any such concession. However, in no case the hometown is allowed to be altered more than once.

5.5 Leave Travel Concession

A. Confirmed Employees (Teaching & Non-Teaching)

Home Town

All confirmed employees of the University and their wholly dependent family members shall be entitled to Leave Travel Concession once in a block of two calendar years for visiting their home town and once in block of four years for traveling anywhere in India. The fare for the Kilometers travelled each way will be based on the telescopic rate fixed by the Railways.

An employee (including unmarried) having his/her family away from Mumbai can avail of this concession for himself/herself alone every calendar year instead of having it for both self and family once in two calendar years.

The concession can be availed of for self and family separately on different occasions during the block years.

The employee will be eligible for either two Home Town visits OR one Home Town AND one All-India Visit during two blocks, i.e. four calendar years.

Family means-

- a. Employee's wife or husband and two surviving unmarried children or stepchildren wholly dependent irrespective of whether they are residing with the employee or not.
- b. Married daughter divorced, abandoned or separated from her husband and widowed daughter and is residing with the employee and are wholly dependent on the employee.
- c. Parents and/or stepmother residing with and wholly dependent on the employee
- d. Unmarried minor brother as well as unmarried, divorced, abandoned, separated from her husband or widowed sister residing with and wholly dependent on the employee provided their parents are either not alive or are themselves wholly dependent on the employee.

- e. A person is said to be wholly dependent if his income from all sources does not exceed Rs. 2,500/- p.m.
- f. If an employee's spouse is not dependent and is employed elsewhere, then to claim the LTC, the employee will have to support his or her claim with the letter from the spouse's employer that he/she has not claimed LTC for that calendar year.
- g. If the employee's spouse is working in the same organisation then either of them can claim LTC for the family for that block year.

Eligibility

- a. Submission of Original tickets
- b. One can claim their Leave Travel Concession if, the documents are submitted within one month from their date of travel.
- c. Can be availed of during any leave including study leave, casual leave, Compensatory holiday and special casual leave.
- d. In case of travel by road then the rates as per kms/destination approved by the State Transport Corporation and Transport services run by the government will be taken into consideration for eligibility of LTC. In cases where the rates from the State Transport Corporation are not available, the transport fares from the recognized travel agency for various routes will be considered.

LTC cannot be claimed during the period of notice.

- e. Journeys by taxi, autorickshaw, etc. are permissible only between places not connected by rail.
- f. Between places not connected by rail, if more than one State Roadways Corporation operate on the route, the lowest fare applicable on the route is reimbursable.

The entitlement of LTC is as follows; except for Vice Chancellor, Pro-Vice Chancellor, Directors of Campuses, Deans of Schools and Registrar who shall be entitled to travel by Air.

By Rail/Road/Sea	
Grade Pay Range	Entitlement
1. Rs.10,000 and above	Upto Rs.25,000/- or the actual journey bills submitted by an individual whichever is less.
2. Rs.6,000 and above but below Rs.10,000	Upto Rs.20,000/- or the actual journey bills submitted by an individual whichever is less.
3. Rs.2,400 and above but below Rs.6,000	Upto Rs.15,000/- or the actual journey bills submitted by an individual whichever is less
4. Below Rs.2,400	Upto Rs.10,000/- or the actual journey bills submitted by an individual whichever is less

The journey needs to be commenced during the block period to claim LTC.

Definition of block year:

The block of two years will consist of two calendar years beginning with the calendar year in which the employee joined the Institute on a regular basis (scale).

B. For Contractual Employees

The employees appointed on consolidated salary will be paid LTC as mentioned in their respective appointment letters. In case at the end of the financial year, it is found that the mentioned amount of LTC is not consumed, then the balance amount will be paid after deduction of tax under Income Tax Act.

5.6 Travelling and halting allowances

a) **Local Travel**

Employees of the University traveling on official local duty will be reimbursed travel expenses on the following basis:

Group 'A'	:	Taxi expenses at actuals
Group 'B'	:	First class train fare and taxi / auto
Group 'C'	:	Second Class Train Fare and Taxi/Auto
Group 'D'	:	Bus/Train (Second Class)

b) **Outstation Travel**

Employees of the Institute traveling on official outstation duty will be reimbursed travel expenses on the following basis subject to approval by Vice-Chancellor.

Group 'A'	:	Air/2 Tier/3 Tier AC/ AC Bus/ 1 st Class / 2 Tier AC
Group 'B'	:	Chair Car/3 Tier AC/2 Tier AC/1 st Class/AC Bus
Group 'C'	:	Chair Car / 3 Tier AC / AC Bus
Group 'D'	:	Sleeper Class Train/Bus

For local travel as well as outstation travel for using personal vehicle, the employee will be entitled to claim reimbursement at the rate of 10 kms./litre or kg. for the fuel towards conveyance charges for travel from the residence to station/taxi stand/place of training programme/back to residence and incidental expenses for Group 'A' and 'B' only.

The Vice-Chancellor may permit staff members to travel by higher class/ mode than the employee is entitled to if doing so is necessitated.

c) **Boarding and lodging:**

'A' Class cities : The employee is entitled to maximum amount per day as specified below towards boarding, lodging and incidental expenses subject to the submission of official receipts.

Group	Maximum amt. per day
Group 'A'	Rs.6,000/-
Group "B"	Rs.4,000/-
Group 'C'	Rs.2,000/-
Group 'D'	Rs.1,000/-

'B' Class cities : The employee is entitled to maximum amount per day as specified below towards boarding, lodging and incidental expenses subject to the submission of official receipts.

Group	Maximum amt. per day
Group 'A'	Rs.4,000/-
Group "B"	Rs.3,000/-
Group 'C'	Rs.1,500/-
Group 'D'	Rs.1,000/-

For these rules 'A' Class Cities so defined are Mumbai, Delhi, Kolkatta, Chennai, Bengaluru, Ahmedabad and Hyderabad

'B' Class Cities so defined are all cities other than the cities defined above.

Employee not availing the boarding and lodging facilities: A fixed amount of Rs.500/- per day will be paid towards reimbursement of out of pocket expenses and local expenses at actual.

Employees of the University who are required to perform outstation duties will be entitled to halting/ daily allowances for the days spent on official duty and for intervening holidays/ Sundays on the following basis as per the rates mentioned above.

When employees make their own arrangement for stay: As per the rates fixed by the University from time to time.

When employees stay in hotels or establishments which provide lodging and/or boarding at scheduled tariffs, they shall be reimbursed actual expenditure incurred towards boarding and lodging subject to a maximum as fixed by the University from time to time and on production of actual bills and receipts for actual expenses.

CHAPTER VI

LEAVE

6.1 General Conditions

All employees will mark their attendance when they come to the Campus and leave the campus as per the method prescribed by the University from time to time.

1. (a) The leave cannot be claimed as a matter of right. When exigencies of the service so require, discretion to refuse or revoke leave of any kind is reserved by the Leave Sanctioning Authority. On such recall, the employee shall report for duty forthwith. The Leave Sanctioning Authority may sanction or refuse the leave applied for, but shall not alter the nature of the leave applied for.
- (b) The employee may be granted leave only on his request. No employee shall be forced to proceed on leave. The employee may, with the approval of the Leave Sanctioning Authority, curtail the period of his leave. The employee, who is on leave preparatory to retirement, shall not, however, be entitled to return to duty by canceling the unexpired portion of his leave.
2. The employee shall be entitled to leave in proportion to the period spent on duty and of kind to the extent specified herein below. The period spent in Foreign Service counts as duty, if contribution towards leave salary is paid, however, the period spent on leave is not counted as duty for this purpose. The period of suspension of the employee shall be treated as duty for the purpose in case the employee is fully exonerated by the Competent Authority from the charges for which he was suspended and is reinstated in service.
3. The employee shall have to apply for grant of leave, online or in the prescribed Form wherever required for consultancy days in **Annexure-IV** appended to this Rule, as the case may be, and shall proceed on leave after due sanction.

Provided that, if the employee is required to proceed suddenly on any leave and for reasons beyond his control, the Leave Sanctioning Authority may, on satisfying itself sanction leave on his application which is submitted later.

4. Leave shall not be granted ordinarily to the extent by which it would deplete the strength of service or department below essential minimum. In case large number of applications are received resulting into exigency, the Leave Sanctioning Authority shall consider the following factors while granting the applications, namely :-
 - (a) Special circumstances for which leave is requested;
 - (b) amount of leave due to the applicant;
 - (c) whether applicant was recalled from his last leave or has been refused leave in the interest of office requirement;
 - (d) the period and character of the service rendered by the applicant since his last return from leave;
 - (e) the employee who can for the time being best be spared;
 - (f) whether any of the employees already on leave can be recalled to duty in order to spare any other employee for availing his leave under any special circumstances.
5. The period of leave of the employee begins on the day on which he relinquishes charge of his post before 12 noon, if not, from the next day. The period of leave ends on the day the employee assumes charge of his post before 12 noon, if not, from the next day.
6. Except otherwise provided under these rules, any period of leave may be granted in combination with or in continuation of any other kind of leave except casual leave, subject to the limit of aggregate period of absence, as may be prescribed by the Competent Authority. Sundays and Holidays may be prefixed or suffixed to the leave.
7. The application for leave on medical grounds shall be accompanied by medical certificate given by the Medical Authority, indicating the nature and probable duration of the illness. The employee returning to duty from leave on medical grounds shall produce a certificate of fitness from the Medical Authority.

8. The employee against whom a departmental enquiry is instituted or proposed to be instituted or who is proposed to be suspended or is discharged, or is under orders of removal or dismissal, or has given notice of resignation shall not be entitled to leave, however, he may be given short leave on condition that he becomes available for inquiry, if and when required. The employee already on authorized leave on submitting the notice of resignation, shall cease to draw any leave salary with effect from the date from which, his resignation is accepted. No leave can be adjusted against the period of notice of resignation :

Provided that, on the recommendations of the Medical Authority, the Leave Sanctioning Authority may sanction with the previous permission of Board of Management, leave to such employee.

9. The employee on leave shall not accept any other employment, either part-time or full-time except casual literary work or service at public examinations.
10. If the employee overstays the sanctioned period of his leave without prior permission and intimation, he shall not be entitled to any leave salary for this period, and such absence from duty may be treated as misconduct. The Sanctioning Authority may, however, for the reasons to be recorded in writing condone the irregularity.
11. The employee shall not be permitted to formally join the duty at the end of the leave with the intention of taking leave again within a few days.
12. If the employee frequently applies for grant of leave on medical ground with short intervals, his case may be referred to the Medical Authority, with a request to give its considered opinion on employee's state of health, the period required for his complete recovery, and also whether he is likely to be fit for duty after rest and treatment.
13. The employee discharged or removed except on account of misconduct or who has once resigned, if reappointed, shall not be entitled to claim leave in respect of service rendered prior to his discharge, removal or resignation, as the case may be.

14. The employee appointed on contract basis in time-scale of pay shall be entitled to leave in accordance with the terms of the contract entered into by him with the Competent Authority.

6.2 Kinds of Leave

A. Non-Teaching Staff (Appointment on Pay scale)

I. Casual Leave

1. (a) The employee shall be entitled to 12 days casual leave in a calendar year.
- (b) Permission for casual leave shall ordinarily be obtained before the day from which casual leave is required. In exceptional circumstances where application of casual leave cannot be submitted before the leave begins, ex-post-facto sanction for casual leave shall be obtained by the employee.

In exceptional circumstances, Leave Sanctioning Authority may grant ex-post-facto sanction to the casual leave which was not previously approved. If the Leave Sanctioning Authority is not satisfied about the exceptional circumstances, the casual leave availed of without prior permission may be treated as leave without pay.

Mass casual leave shall not be treated as casual leave. It shall be treated as unauthorized absence and dealt with accordingly. The action to go on mass casual leave shall be treated as misconduct.

- (c) The employee shall be entitled to not more than five days casual leave at a time. The same may be prefixed or suffixed with holidays or Sundays provided that the period of total absence does not exceed seven days at a time. Any number of Sundays and/or Public Holidays are permitted to be prefixed and/or suffixed so also a holiday or a series of holidays are permitted to interpose between the period of casual leave. However, the total period of casual leave and holidays enjoyed in continuation at one time should not exceed seven days, save only in exceptional circumstances, it may be extended up to ten days.

- (d) The casual leave cannot be combined with any other kind of leave.
- (e) The casual leave for half day can be granted to an employee.
- (f) The following kinds of special casual leave which shall not be debited to the casual leave admissible to an employee shall be granted, namely :-
 - (a) Special Casual Leave under the Family Planning Scheme:-

<i>Occasion</i>	<i>Special Casual Leave Admissible</i>
(i) Vasectomy or as the case may be tubectomy operation.	Not exceeding six working days.
(ii) Female employees undergoing non-puerperal sterilization.	Not exceeding 14 days.
(iii) Female employees undergoing I.U.C.D..	For a day subject to production of a medical certificate.
(iv) Employee whose wife undergoes a Gynaec. Sterilization (non- puerperal tubectomy).	Not exceeding seven days, subject to production of a medical certificate .

Explanation : - The special casual leave on the above two occasions may be combined with ordinary casual leave or regular leave provided the application is supported by a medical certificate.

Explanation 1 : The special casual leave may be combined with ordinary casual leave or regular leave provided the application is supported by a medical certificate by the doctor who actually performs the operation to the effect that the presence of the employee is essential to look after his spouse during the period of leave.

Explanation 2 : Special casual leave not exceeding four days shall be granted to the employee whose wife undergoes tubectomy operation immediately after the delivery subject to production of a medical certificate from the doctor who actually perform the operation.

- (b) Special Casual Leave may be given on other occasions as mentioned below –

<i>Occasion</i>	<i>Special Casual Leave Admissible</i>
(i) Anti-rabic treatment	Upto 3 weeks.
(ii) Participation in national or international sports.	Upto 30 days, subject to the provisions of Explanations 1 and 3.
(iii) Mountaineering	Upto 30 days, subject to the provisions of Explanations 2 and 3.
(iv) Free Blood Donation	One day (either on the same day or on the very next day of donation of blood but not on any other subsequent day).

Explanation 1 : Grant of Special Casual Leave for Participation in National or International sports shall be –

- (1) For participation in sporting events of National or International Importance.
- (2) When the employee is selected for such participation –
- (i) in respect of International Sporting events by National Sports Federation or Association recognized by the All India Council or Board and approved by Ministry of Education of Government of India, or
 - (ii) in respect of national importance when the sporting event in which participation takes place is held on an Inter-State, Inter-Zonal or Inter-Circle basis and the employee takes part in the event in a team as a duly nominated representative on behalf of

the State, Zone or Circle and when he participates in his personal capacity.

- (3) When an employee is selected or sponsored for attending, coaching a Training Camp or All-India Coaching or Training Schemes or his service are utilized as Umpire for such sporting events.

Explanation 2 : Special casual leave for Mountaineering shall be admissible when the expedition is approved by the Indian Mountaineering Foundation.

Explanation 3 : If an employee participates in National or International Sporting event and also in mountaineering, the total special casual leave shall not exceed 30 days, in a calendar year.

- (g) Account of casual leave availed by the employee shall be maintained in the office.
- (h) Leave Sanctioning Authority may refuse casual leave if it is requested on flimsy pretext. The Leave Sanctioning Authority shall have the power to grant casual leave in proportion to the period of the calendar year and the casual leave availed of until then. The Leave Sanctioning Authority may grant leave without pay of shorter duration if no casual leave is available to the account of the employee.

II. Earned Leave

1. A regular employee appointed on scale who is not entitled to vacation shall be entitled to the earned leave at the rate of one eleventh of the period spent on duty, subject to the accumulation of maximum of three hundred days of leave. The leave so earned shall be credited to the earned leave account of the employee half yearly on January 01 and July 01 respectively in each year at the rate of 15 days per half year.
2. The employee may be granted not more than 120 days earned leave at a time.
3. The period of earned leave, which can be taken at a time by an employee, shall not be less than five days. There shall be gap of at least three months between the two consecutive period of earned leave.

4. If a non-teaching employee, who is entitled to vacation, is required to do any work during vacations for which he does not receive any additional remuneration, he shall be entitled to earned leave equal to half of the number of days on which he works during the vacations subject to a maximum of thirty days.

Provided, however, that such leave cannot be accumulated for more than 180 days.

5. Employee entitled to vacation shall not club their earned leave with vacation.
6. (i) A non-teaching employee (if not on contract basis), shall be allowed to surrender earned leave at his option to the extent of thirty days in a financial year on availment of not less than thirty days earned leave, subject to the following conditions, namely :-
 - (a) The surrender of earned leave shall not be allowed more than once in any financial year,
 - (b) The application for surrender of earned leave shall be made along with the application for grant of leave,
 - (c) The number of days of earned leave surrendered under these Rules shall be reckoned as surrendered on the date of commencement of actual leave taken and deducted from the leave account of the employee on that date.
 - (d) The total of the earned leave actually availed of and the earned leave surrendered should not exceed the maximum leave admissible to the employee at any one time, namely, 120 days,
 - (e) On return from earned leave, the employee should serve the University or College for a period of not less than that of the earned leave surrendered.
 - (f) In the case of an employee who is on the verge of retirement, the period of leave surrendered shall not exceed the period of duty between the date of expiry of earned leave actually availed of and the date of compulsory retirement,

- (g) The surrender of earned leave shall not be allowed in the case of leave preparatory to retirement,
 - (h) The surrender of earned leave shall not be admissible to a non-teaching employee who resigns while on leave,
 - (i) A non-teaching employee who is permitted to surrender leave shall not ordinarily be permitted to rejoin duty before the expiry of the thirty days leave sanctioned to him,
 - (j) In case of compulsory recall to duty, the non-teaching employee shall be allowed to enjoy the balance of his earned leave before expiry of the period of six months from the date on which he proceeded on earned leave or before he again proceeds on earned leave with surrender of earned leave, whichever is earlier. The Leave Sanctioning Authority shall grant leave to such a non-teaching employee during the prescribed period, if he applies for it. If however, the non-teaching employee concerned does not himself ask for being allowed to enjoy the balance of the earned leave, the balance of the earned leave shall lapse and the said period shall be debited to his leave account as if he had enjoyed it.
- (ii) The authorities who are empowered to sanction earned leave shall be competent to accept surrender of earned leave,
 - (iii) The leave salary and allowances admissible for the leave surrendered shall be at the rate of leave salary and allowances admissible at the commencement of earned leave and shall include dearness allowance, compensatory local allowance and non-practising allowance but shall not include house rent allowance. For this purpose, a month shall be reckoned as thirty days, irrespective of the month in which the leave is availed off.
7. The employee who retires on superannuation or who dies while in service, shall be entitled to the benefit of cash equivalent of unutilized earned leave standing to his credit, on the date of such retirement or death, as the case may be, as provided in Rule XIV

III. Leave on Half Pay/Sick Leave

1. The employee, including an employee who is entitled to vacation, shall be entitled to leave on half pay to the extent of 20 days for every completed year of service. The leave so earned can be accumulated without any limit. The employee shall not be entitled to leave on half pay during the first year of his service. The leave on half pay due may be granted to the employee either on medical ground or for private reasons. If the leave requested on medical ground exceeds three days, the same shall have to be supported with certificate from the medical authority.

Explanation: The period of suspension, if any, finally treated as suspension shall be excluded for counting completed years of service for this purpose.

2. If an employee is on leave on the day on which he completes a year of service, he shall be entitled to half pay leave without having to return to duty.
3. There is no encashment for Sick Leave.

IV. Special Disability Leave

1. The employee disabled by injury or illness caused in, or in consequence of due performance of his official duty, or in consequence of his official position, shall be entitled to special disability leave, only when the injury or illness is sustained as result of a risk which is beyond the ordinary risk attached to the post. On production of certificate from the concerned Medical Authority, covering the requirement, the Leave Sanctioning Authority shall sanction the said leave for such period as is certified by the concerned medical authorities which shall in no case exceed 24 months in entire service. Such leave shall not be debited to any other kind of leave. But it may be combined with leave of another kind. The period of such leave shall be treated as duty for pension only.
2. (a) In the case of a person to whom the Workmen's Compensation Act, 1923 (VIII of 1923) applies, the amount of leave salary payable under this rule shall be reduced by the amount of compensation payable under clause (d) of sub-section (1) of section 4 of the said Act

- (b) In the case of a person to whom the Employees' State Insurance Act, 1948 (XXXIV of 1948) applies, the amount of leave salary payable this rule shall be reduced by the amount of benefit payable under the said Act for the corresponding period.

V. Maternity Leave

1. A Competent Authority may, subject to the provisions of this rule, grant to a permanent female employee, who does not have two or more living children on the date of the application, maternity leave for a period of 180 days from the date of its confinement. During such period, she shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Such leave shall not be debited to the leave account. In the case of the employees entitled to vacations, if the confinement takes place during a vacation, the maternity leave shall not run concurrently with the vacation.
2. A female employee not in permanent employment who has put in at least one year of continuous service shall also, subject to the provisions of this Byelaw, be eligible for maternity leave referred to in sub-Rule (1), subject to the condition that the leave salary admissible during the period of maternity leave shall be regulated as follows, namely :-
 - (a) in the case of a female employee who has put in two or more years' continuous service, the leave salary admissible shall be as provided in sub-Rule (1) of Rule XIV of these Rules, and
 - (b) In the case of a female employee who has put in continuous service for a period exceeding one year, but less than two years, the leave salary admissible shall be as provided in sub-Rule (2) of Rule XIV of these Rules.
3. The application for maternity leave shall invariably be supported by medical certificate as to the probable date of confinement, and an undertaking to the effect that the employee shall report the date of confinement supported by a medical certificate. In case of a Class D employee in which insistence on a regular medical certificate is likely to cause hardship, the authority competent to grant leave may accept such certificate as it may deem sufficient.

4. A female employee may be allowed leave of the kind due, including commuted leave, if she so desires, in continuation of the maternity leave, up to a maximum of 60 days without production of a medical certificate.
5. Leave under this Rule shall be admissible in a case of miscarriage or abortion including abortion under the Medical Termination of Pregnancy Act, 1971, subject to the following conditions, namely :-
 - (a) the leave does not exceed six weeks, and
 - (b) the application for the leave is supported by a medical certificate.

VI. Paternity Leave

1. A Competent Authority may, subject to the provisions of this rule, grant to a confirmed male employee, who does not have two or more living children on the date of the application, paternity leave for a period of seven days from the date of spouse's confinement. During such period, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Such leave shall not be debited to the leave account. In the case of the employees entitled to vacations, if the confinement of the spouse takes place during a vacation, the paternity leave shall not run concurrently with the vacation.
2. A male employee not in confirmed employment who has put in at least one year of continuous service shall also, subject to the provisions of this Rule, be eligible for paternity leave referred to in sub-Rule (1), subject to the condition that the leave salary admissible during the period of paternity leave shall be regulated as follows, namely :-
 - (a) in the case of a male employee who has put in two or more years' continuous service, the leave salary admissible shall be as provided in sub-Rule (1) of Rule XIV of these Rules, and
 - (b) In the case of a male employee who has put in continuous service for a period exceeding one year, but less than two years, the leave salary admissible shall be as provided in sub-Rule (2) of Rule XIV of these Rules.

3. The application for paternity leave shall invariably be supported by medical certificate as to the probable date of confinement of spouse, and an undertaking to the effect that the employee shall report the date of confinement of spouse supported by a medical certificate. In case of a Class D employee in which insistence on a regular medical certificate is likely to cause hardship, the authority competent to grant leave may accept such certificate as it may deem sufficient.

VII. Extraordinary Leave

1. Extraordinary leave (leave without pay and allowances) may be granted to an employee in special circumstances -
 - (a) when no other leave is admissible;
 - (b) when other leave is admissible but the employee applies in writing for the grant of extraordinary leave.
2. Unless the Competent Authority in view of the exceptional circumstances of the case otherwise determines, no employee who is not in permanent employment shall be granted extraordinary leave on any one occasion in excess of the following limits :-
 - (a) three months,
 - (b) six months, where the non-teaching employee has completed three years continuous service on the date of expiry of leave of the kind due and admissible under these rules, including three months extraordinary leave under clause (a) and his request for such leave is supported by a medical certificate as required by these rules;
 - (c) twelve months, in the case of a non-teaching employee who has completed five years, continuous service on the date of expiry of leave due and admissible under the rules including extraordinary leave under clause (a) and (b) of sub-Rule (2) if the extraordinary leave is required on account of illness of the non-teaching employee as certified by a Medical Authority.

3. The period of extraordinary leave other than on medical ground shall not count for increment. The extraordinary leave on medical grounds shall count for increment only with the permission of the SVKM.
4. The extraordinary leave shall not ordinarily be granted to the employee for more than a year at a time, provided that if the employee is suffering from Tuberculosis, Leprosy, Cancer or such other disease, which may be specified by the Competent Authority and undergoing treatment in a recognized clinic or under a specialist, extraordinary leave up to 24 months may be granted by the Competent Authority.
5. The extraordinary leave shall be debited to the employee's account and it shall postpone his date of increment, postpone the date of a confirmation if on probation, and affect such other privileges as may be dependent on the period of such leave.
6. The extraordinary leave may be availed in combination with any other kind of leave with the approval of the Competent Authority.
7. The Competent Authority may commute retrospectively the period of absence without leave not exceeding three years on each occasion, into extraordinary leave.

Explanation: The power of commuting retrospectively the period of absence without leave into extraordinary leave is absolute and subject to any conditions, that may be laid down by the Leave Sanctioning Authority.

VIII. Outdoor Duty

The confirmed employee nominated by the Deemed to be University to attend meetings, seminars, conferences, workshops, etc. organized by Professional bodies approved/recognized by the Deemed to be University will be considered to be in official capacity and hence will be treated as Outdoor Duty (OD) after it is approved by the Dean and sanctioned by Pro-Vice Chancellor/Vice Chancellor.

Note: If the employee is associated and/or is member of various Professional Bodies, invitation received from such Professional bodies (if he is a member of the body) for attending guest lecture, seminar, conferences, debates, Board meetings, etc. is

considered to be in personal capacity for which one will avail personal leave available to his credit.

IX. T.B./Cancer Leave

An employee, after the expiry of earned leave and half-pay leave admissible to him, shall be granted T.B./Cancer leave on full-pay provided that he produces a medical certificate from the Head of a medical institution specialized for such disease to the effect that he was suffering from the said disease during the leave period. The total period of T.B./Cancer leave shall not exceed one year at a time.

X. Leave to Persons Re-employed after Retirement

1. In the case of a person re-employed after retirement, the provisions of these Rules shall apply as if he had entered in the service of the University, for the first time on the date of his re-employment.
2. Earned leave due and admissible may be granted to a re-employed pensioner prior to cessation of his duties only if he has not availed his retirement benefits.

XI. Leave Preparatory to Retirement

An employee may be permitted by the Authority competent to grant leave to take leave preparatory to retirement to the extent of earned leave due, not exceeding 180 days together with half pay leave due, subject to the condition that the total period of leave should not exceed 28 months or such leave does not extend beyond the date of compulsory retirement.

XII. 1. Cash equivalent of leave salary (Basic + GP / AGP + D.A.) in respect of earned leave at the credit at the time of retirement on superannuation :

- (i) The Authority competent to grant leave shall suo-motu sanction to an employee who retires on attaining the age of superannuation, the cash equivalent of leave salary (Basic + GP / AGP + D.A.) in respect of the period of earned leave at his credit on the date of his superannuation, subject to a maximum of 300 days.

- (ii) The cash equivalent of leave salary payable under sub-Rule (1), shall also include dearness allowance admissible on the leave salary at the rates in force on the date of retirement and it shall be paid in one lump sum as a one-time settlement.
- (iii) The compensatory local allowance and house rent allowance shall not be included in calculating the cash equivalent of the leave salary under this rule.
- (iv) From the cash equivalent so worked out, no deduction shall be made on account of pension and pensionary equivalent of other retirement benefits.
- (v) An employee who retires from service on attaining the age of compulsory retirement while under suspension shall be paid cash equivalent of leave salary under sub-Rule (1) in respect of the period of earned leave at his credit on the date of his superannuation, provided that in the opinion of the authority competent to order reinstatement a non-teaching employee has been fully exonerated and the suspension was wholly unjustified.

Explanation 1 : An employee can also avail of leave preparatory to retirement of a part of earned leave at his credit. In that case, he shall be allowed payment of cash equivalent of leave salary (Basic + GP / AGP + D.A.) for the balance of the earned leave that remains at his credit on the date of retirement in accordance with sub-Rule (1).

Explanation 2 : With a view to enabling the retiring employee to receive cash equivalent of leave salary in respect of the unutilized earned leave without delay, the following procedure shall be followed, namely –

- (a) An employee nearing the retirement date on superannuation should inform in writing to the Authority competent to sanction leave, three months in advance of the date of retirement, if he desires to avail of cash equivalent of leave salary (Basic + GP / AGP + D.A.) in respect of the unutilized earned leave at his credit on the date of his superannuation.
- (b) The Competent Authority shall after satisfying himself that earned leave, if any, availed of by the concerned employee after receipt of his written intimation as in clause (a) is actually deducted from the earned leave due and admissible as on the date of superannuation as reported by his office, arrange to issue necessary orders sanctioning cash equivalent of leave salary (Basic +

GP / AGP + D.A.) in respect of the unutilized earned leave within a week of the date of retirement of the concerned non-teaching employee.

- (c) Thereafter, the Competent Authority shall within 15 days after the date of retirement, prepare a bill claiming the cash equivalent of leave salary (Basic + GP / AGP + D.A.) in respect of the unutilized earned leave to the Registrar of the University.
- (d) Payment of cash equivalent of leave salary in respect of the unutilized earned leave at the credit of the non-teaching employee retiring on superannuation, shall be made irrespective of whether or not 'No Demand Certificate' from the Registrar is received.

Explanation: The cash payment for unutilized earned leave shall be made in the following manner :-

$$\text{Cash Payment} = \frac{\text{Basic + GP / AGP + D.A. admissible on date of retirement}}{30} \times \text{No. of unutilized days of earned leave at credit subject to a maximum of 300 days}$$

2. Cash equivalent of leave salary (Basic + GP / AGP + D.A.) in case of death while in service

In case of an employee dies while in service, the cash equivalent of his leave salary (Basic + GP / AGP + D.A.) admissible on the date immediately following the death and in any case, not exceeding leave salary (Basic + GP / AGP + D.A.) for 300 days, shall be paid to his family without any reduction on account of pension and pension equivalent to death-cum-retirement gratuity. In addition to the cash equivalent of leave salary admissible, his family shall also be entitled to payment of dearness allowance only.

3. Cash equivalent of leave salary (Basic + GP / AGP + D.A.) in case of resignation or relinquishing post

In case an employee resigns from service or relinquishes his post , half of the cash equivalent of his earned leave salary (Basic + GP / AGP + D.A.) admissible on the date immediately before the resignation or relinquishing the post and in any case, not exceeding leave salary (Basic + GP / AGP + D.A.) for 150 days shall be paid to him.

XIII. Leave Sanctioning Authority :

Subject to the overall control of the Competent Authority, the following shall be the Leave Sanctioning Authorities :-

Sr. No.	Kind of Leave	Category	Leave Approved through	Leave Sanctioning Authority
1.	All kinds of Leave	Registrar / Controller of Examinations / Finance Officer & Above	Pro-Vice Chancellor	Vice Chancellor
2.	Casual Leave	Other Employee in Class-A, Employee in Class-B, Employee in Class-C or D	Registrar / Dean His Superior in Class A His Superior in Class B	Vice Chancellor/ Pro-Vice Chancellor
3.	Earned leave, Half-pay leave, Commuted leave, Maternity leave, Extraordinary leave.	Registrar / Controller of Examinations / Finance Officer & Above All Categories of employee in Class A, B, C and D.	Pro-Vice Chancellor Registrar / Dean	Vice Chancellor Vice Chancellor/ Pro-Vice Chancellor
4.	Special Disability leave	All categories		Competent Authority with the recommendation of HR

Provided that, the Leave Sanctioning Authority may further delegate to the Registrar or such other subordinate officer the powers to sanction particular kind of leave.

XIV. Leave Salary

1. (a) The employee on authorized earned leave shall be entitled to the pay, drawn by him immediately prior to the commencement of leave, plus allowances admissible on that pay. Allowances admissible shall not include Travelling Allowance.
- (b) The employee on authorized half pay leave shall be entitled to half of the basic pay + grade pay, drawn by him immediately prior to the commencement of half pay leave plus D.A., C.L.A. and HRA admissible on the half pay drawn by him.
- (c) The employee who is granted special disability leave shall be entitled to leave salary equal to the amount admissible under clause (a), for the first 120 days and for the remaining period, at equal to the amount admissible under clause (b).
- (d) The lady employee on authorized maternity leave shall be entitled to :-
 - (i) leave salary admissible under clause (a), in case the employee is permanent.
 - (ii) leave salary admissible under clause (a), in case of temporary employee, who has put in not less than two years continuous service.
 - (iii) leave salary admissible under clause (b), in case of temporary employee who has put in more than one year continuous service but less than two years continuous service.
- (e) The employee who is granted study leave shall be entitled to leave salary equal to the amount admissible under clause (b), in case the employee is in receipt of any stipend or scholarship or any other monetary assistance during such leave; otherwise he shall be entitled to leave salary equal to the amount admissible under sub-clause (a).

- (f) (i) The employee on extraordinary leave shall not be entitled to any leave salary.
- (ii) The employee on leave which is not authorized shall not be entitled to any leave salary.

- 2. The employee on authorized leave namely earned leave, Leave on half pay, Leave not due and Leave without pay shall be entitled to pay, personal pay, compensatory local allowance, dearness allowance, house-rent allowance but shall not be entitled to additional pay, officiating pay and special pay, if any.
- 3. The employee who has been authorized to surrender leave, shall be entitled to the basic pay + grade pay and personal pay drawn by him immediately prior to the commencement of the leave, plus dearness allowance, compensatory local allowance, as admissible under the Rules, for the period of leave, so encashed, as per Rule 6.2 A. II. However, no house rent allowance and travelling allowance shall be admissible
- 4. The leave salary for the period of surrendered leave shall not be liable for deduction on account of Provident Fund, House Rent Allowance, and repayment of dues, co-operative societies, Professional Tax, etc. For this purpose, a month shall be reckoned of 30 days.

B. Teaching Staff (Appointment on Pay scale)

I. Casual Leave

The teacher shall be entitled to 12 days Casual Leave in an academic year.

II. Earned Leave

- a) The Vice Chancellor/Pro-Vice Chancellor being the administrative Head of the Deemed to be University/School, shall be treated as a non-vacation teacher and shall not be entitled to vacations to which teachers are ordinarily entitled. He shall, however, be entitled to earned leave at the rate of one-eleventh of the period spent on duty subject to a maximum accumulation of 300 days.
- b) Contractual employee will be entitled to earned leave on pro rata basis (Refer to Clause 6.2 C II).

III. Half-Pay Leave

- (i) Half-pay leave admissible to a teacher in respect of each completed year of service shall be 20 days. It may be granted on private or medical grounds.
- (ii) An application for half-pay leave on medical ground shall have to be supported by a Medical Certificate from a Registered Medical Practitioner.
- (iii) A teacher shall be allowed leave on medical grounds at the rate of 10 days for each completed year of service on commuted basis or 20 days on half-pay basis.
- (iv) Half-pay leave can be accumulated to the credit of a teacher and allowed to be commuted without any limit.

IV. Deputation Leave :

A teacher may, at the discretion of the Board of Management, be deputed to any of the institutions including Universities/Colleges on the following terms and conditions:-

- (i) The Board of Management may, at its discretion, consider the requests from other institutions for a loan of service of a teacher of the school, provided that he is confirmed in his post.
- (ii) No teacher shall be deputed to other institutions against his will.
- (iii) The deputation of such teacher may be, in the first instance, for a period of one year. After having reviewed the case at the end of this period, the Board of Management may extend the period, if necessary, but not exceeding one year.
- (iv) In the case of a teacher whose services are loaned on deputation, the institution concerned shall be required to send to the school on or before the 5th of each month the provident fund contribution equivalent to the amount that the teacher would have drawn ordinarily had he continued in the school in the post in which he is confirmed along with the equal share of the teacher's subscription. Such amount shall be credited to the teacher's account in the Provident Fund of the school. If the teacher is eligible for gratuity, the

institution's contribution towards gratuity shall be sent to the school on or before the 5th of each month for crediting the same to the teacher's account in the Gratuity Fund of the school.

- (v) The institution concerned shall also pay to the school the leave salary for the leave earned by the teacher during the period of deputation.
- (vi) The teacher concerned on deputation shall be eligible to increments, during the period of deputation which shall be accumulated and shall be entitled to draw the same on rejoining.
- (vii) The seniority of the teacher on deputation shall not be affected on his return to the parent school.
- (viii) The teacher on deputation shall not apply for any post during the period of deputation without prior permission of the University.

V. Extraordinary Leave :

- (a) A teacher who is elected or nominated as a Member of Parliament or State Legislature shall be on leave during the period of his membership of such body and his lien on his original post shall be retained. The period of his membership shall be treated as extraordinary leave and shall not be counted towards increments. This period shall be considered as active service for purposes of the normal benefits except the benefits of Provident Fund and Gratuity.
- (b)
 - (1) Extraordinary leave may be granted to a confirmed teacher in special circumstances, viz.
 - (a) When no other leave is by rule admissible;
 - (b) When other leave is admissible but a teacher applies in writing for the grant of extraordinary leave.
 - (2) Extraordinary leave is not debited against the leave account.
 - (3) Extraordinary leave may be granted in combination of any other kind of leave that is admissible.
 - (4) Except in the case of extraordinary leave granted to a confirmed teacher as study leave or in the case of periods of suspension converted into leave, the duration of extraordinary leave to a teacher shall not ordinarily exceed three months on any one occasion.

VI. Maternity Leave

- (i) A female teacher who has been confirmed shall be eligible for maternity leave on full-pay for 180 days from the date of her confinement. Such leave shall not be debited to leave account.
- (ii) Maternity leave shall be granted, subject to the production of a medical certificate, to a female teacher who does not have two or more living children on the date of application. Cases of miscarriage or abortion shall be excluded from the application of this provision.
- (iii) A female teacher who has not been confirmed, shall also subject to the provisions of this clause, be eligible for maternity leave as under :-
 - (a) A female teacher who has completed two years of continuous service shall get maternity leave on full-pay.
 - (b) A female teacher who has completed one year of continuous service shall get maternity leave on half-pay.
- (iv) In the case of the employees entitled to vacations, if the confinement takes place during a vacation, the maternity leave shall not run concurrently with the vacation.
- (v) A female employee may be allowed leave of the kind due, including commuted leave, if she so desires, in continuation of the maternity leave, up to a maximum of 60 days without production of a medical certificate.
- (vi) In the case of miscarriage or abortion, including abortion induced under the Medical Termination of Pregnancy Act, 1971, maternity leave not exceeding six weeks shall be admissible on the production of a medical certificate.

VII. Paternity Leave

- 1. A Competent Authority may, subject to the provisions of this rule, grant to a confirmed male employee, who does not have two or more living children on the date of the application, paternity leave for a period of seven days from the date of spouse's confinement. During such period, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Such

leave shall not be debited to the leave account. In the case of the employees entitled to vacations, if the confinement of the spouse takes place during a vacation, the paternity leave shall not run concurrently with the vacation.

2. A male employee not in confirmed employment who has put in at least one year of continuous service shall also, subject to the provisions of this Rule, be eligible for paternity leave referred to in sub-Rule (1), subject to the condition that the leave salary admissible during the period of paternity leave shall be regulated as follows, namely :-
 - (a) in the case of a male employee who has put in two or more years' continuous service, the leave salary admissible shall be as provided in sub-Rule (1) of Rule XIV of these Rules, and
 - (b) In the case of a male employee who has put in continuous service for a period exceeding one year, but less than two years, the leave salary admissible shall be as provided in sub-Rule (2) of Rule XIV of these Rules.
3. The application for paternity leave shall invariably be supported by medical certificate as to the probable date of confinement of spouse, and an undertaking to the effect that the employee shall report the date of confinement of spouse supported by a medical certificate. In case of a Class D employee in which insistence on a regular medical certificate is likely to cause hardship, the authority competent to grant leave may accept such certificate as it may deem sufficient.

VIII. Leave Preparatory to Retirement

- (i) A teacher shall be eligible for earned leave preparatory to retirement, provided that it is due and admissible to him and that he has applied for it well in advance (at least one month before the date on which he intends to proceed on leave). Subject to availability of earned leave to the credit of a teacher, the maximum amount of leave which can be granted to a teacher shall be restricted to 180 days. A teacher on earned leave preparatory to retirement desiring to take up another employment shall be given the option of retiring forthwith but in such a case all leave due to him shall lapse.
- (ii) The earned leave applied for by a teacher shall not be refused except when it is necessary to do so in the interest of the school.

- (iii) When a teacher applies for earned leave preparatory to retirement sufficiently in advance (at least one month before the date on which he intends to proceed on leave) but when the Board of Management considers that it will not be in the interest of the school to allow him to proceed on leave, it may refuse the leave applied for. In such a case, the teacher concerned shall be entitled to get the leave salary for the refused leave on his retirement.

IX. 1. Cash equivalent of leave salary (Basic + AGP + D.A.) in respect of earned leave at the credit at the time of retirement on superannuation

- (i) The Authority competent to grant leave shall suo-motu sanction to an employee who retires on attaining the age of superannuation, the cash equivalent of leave salary (Basic + AGP + D.A.) in respect of the period of earned leave at his credit on the date of his superannuation, subject to a maximum of 300 days.
- (ii) The cash equivalent of leave salary (Basic + AGP + D.A.) payable under sub-Rule (1), shall also include dearness allowance admissible on the leave salary at the rates in force on the date of retirement and it shall be paid in one lump sum as a one-time settlement.
- (iii) From the cash equivalent so worked out, no deduction shall be made on account of pension and pensionary equivalent of other retirement benefits.
- (iv) A teacher who retires from service on attaining the age of compulsory retirement while under suspension shall be paid cash equivalent of leave salary under sub-Rule (1) in respect of the period of earned leave at his credit on the date of his superannuation, provided that in the opinion of the authority competent to order reinstatement a teacher has been fully exonerated and the suspension was wholly unjustified.

Explanation 1 : A teacher can also avail of leave preparatory to retirement of a part of earned leave at his credit. In that case, he shall be allowed payment of cash equivalent of leave salary for the balance of the earned leave that remains at his credit on the date of retirement in accordance with sub-Rule (1).

Explanation 2 : With a view to enabling the retiring teacher to receive cash equivalent of leave salary in respect of the unutilized earned leave without delay, the following procedure shall be followed, namely –

- (a) A teacher nearing the retirement date on superannuation should inform in writing to the Authority competent to sanction leave, six months in advance of the date of retirement, if he desires to avail of cash equivalent of leave salary (Basic + AGP + D.A.) in respect of the unutilized earned leave at his credit on the date of his superannuation.
- (b) The Competent Authority shall after satisfying himself that earned leave, if any, availed of by the concerned employee after receipt of his written intimation as in clause (a) is actually deducted from the earned leave due and admissible as on the date of superannuation as reported by his office, arrange to issue necessary orders sanctioning cash equivalent of leave salary (Basic + AGP + D.A.) in respect of the unutilized earned leave within a week of the date of retirement of the concerned teacher.
- (c) Thereafter, the Competent Authority shall within 15 days after the date of retirement, prepare a bill claiming the cash equivalent of leave salary (Basic + AGP + D.A.) in respect of the unutilized earned leave to the Registrar of the University.
- (d) Payment of cash equivalent of leave salary (Basic + AGP + D.A.) in respect of the unutilized earned leave at the credit of the teacher retiring on superannuation, shall be made irrespective of whether or not 'No Demand Certificate' from the Registrar is received.

Explanation : The cash payment for unutilized earned leave shall be made in the following manner :-

$$\text{Cash Payment} = \frac{\text{Basic + AGP + D.A. admissible on date of retirement}}{30} \times \text{No. of unutilized days of earned leave at credit subject to a maximum of 300 days}$$

2. Cash equivalent of leave salary (Basic + AGP + D.A.) in case of death while in service :

In case of a teacher dies while in service, the cash equivalent of his leave salary (Basic + AGP + D.A.) admissible on the date immediately following the death and in any case, not exceeding leave salary for 300 days, shall be

paid to his family without any reduction on account of pension and pension equivalent to death-cum-retirement gratuity. In addition to the cash equivalent of leave salary (Basic + AGP + D.A.) admissible, his family shall also be entitled to payment of dearness allowance only.

X. Special Disability Leave :

Special disability leave shall, on the recommendation of a Registered Medical Practitioner from among the panel of Registered Medical Practitioners appointed by the Board of Management of the University, be granted as follows:

- (a) on full-pay for a period not exceeding 3 months at a time or one year during the entire service;
- (b) on half-pay for a period not exceeding 6 months at a time or two years during the entire service.

A teacher, who has been granted such special disability leave on a medical certificate, shall not return to duty unless he produces a certificate of physical fitness to resume duty from a Registered Medical Practitioner appointed by the Board of Management.

XI. T.B./Cancer Leave :

A teacher, after the expiry of earned leave and half-pay leave admissible to him, shall be granted T.B./Cancer leave on full-pay provided that he produces a medical certificate from the Head of a medical institution specialized for such disease to the effect that he was suffering from the said disease during the leave period. The total period of T.B./Cancer leave shall not exceed one year at a time.

XII. Outdoor Duty

The confirmed employee nominated by the Deemed to be University to attend meetings, seminars, conferences, workshops, etc. organized by Professional bodies approved/recognized by the Deemed to be University will be considered to be in official capacity and hence will be treated as Outdoor Duty (OD) after it is being approved by the Dean and sanctioned by Pro-Vice Chancellor/Vice Chancellor.

Note: If the employee is associated and/or is member of various Professional Bodies, invitation received from such Professional bodies (if he is a member of the body) for guest lecture, seminar, conferences, debates, Board meetings, etc. is considered to be in personal capacity for which one will avail personal leave available to his credit.

XIII. Leave Sanctioning Authority

Subject to the overall control of the Competent Authority, the following shall be the Leave Sanctioning Authorities :

Sr. No.	Category	Kind of Leave	Leave Approved Through	Leave Sanctioning Authority
1.	Vice Chancellor	All kinds of Leave	Chancellor	-
2.	Pro-Vice Chancellor	All kinds of Leave	Vice Chancellor	Chancellor
3.	Deans	All kinds of Leave	Pro-Vice Chancellor	Vice Chancellor
4.	Members of Faculty other than Dean	All kinds of Leave except Casual Leave & Sick Leave for more than 2 days	Dean	Pro-Vice Chancellor / Vice Chancellor
		Casual Leave & Sick Leave upto 2 days	HOD/ Associate Dean	Dean

XIV. Leave Salary

1. A teacher on half-pay leave is entitled to leave salary equal to half of the monthly pay drawn by him before the commencement of leave plus D.A., C.L.A., and H.R.A. admissible on the half-pay drawn by him.
2. A teacher on commuted leave is entitled to leave salary equal to the amount admissible under clause (1) above.

3. A confirmed female teacher on maternity leave is entitled to leave salary as per clause (1) above. A probationary/temporary female teacher on maternity leave shall also be entitled to leave salary as per clause (1) above, if she has completed two years of continuous service. A probationary/temporary female teacher on maternity leave who has completed one year of continuous service shall be entitled to leave salary as per clause (2) above.
4. A teacher on extraordinary leave is not entitled to any leave salary.
5. The teacher on authorized leave namely, earned leave, Leave on half pay, Leave not due and Leave without pay shall be entitled to pay, personal pay, compensatory local allowance, dearness allowance, house-rent allowance but shall not be entitled to additional pay, officiating pay and special pay, if any.

C . Contract Employees (Teaching & Non-Teaching)

I. Short Term Contract :

Employees on contract for less than or upto one year :

- (a) Entitled for 20 days contractual leave for the period of one year beginning from the day of the joining/contract.
- (b) In case of contract less than a year leave will be calculated on pro rata basis.
- (c) Employee cannot avail leave in the first month from the date of joining.
- (d) Employee may avail leave only on pro rata basis as the leaves are evenly distributed during the period of contract.
- (e) The leave can either be prefixed and/or suffixed to public holidays, Sundays, compensatory offs so that any number of holidays are permitted. However, the total period of contractual leave and holidays enjoyed in continuation at one time should not exceed 7 days, save only in exceptional circumstances it may extend upto ten days.
- (f) If leave not availed will lapse at the end of the contractual period.

II. Long Term Contract :

Employees on contract for more than one year :

(i) *First Year of Contract :*

- (a) Entitled for 12 days contractual leave for the period of one year beginning from the day of the joining/contract.
- (b) Rules applicable same as I (c to f)

(ii) *From Second year of contract :*

- (a) Entitled for 12 days contractual leave for the period of one year.
- (b) Rules for contractual leave will be same as applicable in I (c to f).
- (c) Will also be entitled for 30 days earned leave for each completed year of service.
- (d) Earned leave rules applicable as per Rules 6.2 A II.
- (e) The earned leave may be availed on pro rata basis and will not be carried forward to the next year or encashed.
- (f) Entitled for 10 days (Half Pay Leave/Sick Leave) for each completed year of service.
- (g) Half Pay Leave/Sick Leave rules applicable as per Rules.

All leave for full time employees of NMIMS will be made applicable mutatis mutandis to the Vice Chancellor and Pro-Vice Chancellor of NMIMS.

Note : No employee can enjoy any type of paid leave during the first month of his assuming duties.

CHAPTER - VII

CONDUCT, DISCIPLINE AND APPEALS

7.1 Scope of an employee's service

Unless it be otherwise distinctly provided, the whole time of an employee shall be at the disposal of the University and he shall serve the University in such capacity and at such place as he may from time to time be so directed.

7.2 Liability to abide by Rules and Orders

Every employee shall conform to and abide by these Rules and shall observe, comply with and obey all orders and directions which may from time to time be given to him by any person or persons under whose jurisdiction, superintendence or control he may for the time being be placed.

7.3 Obligation to maintain secrecy

- a) Every employee shall maintain strictest secrecy regarding the University's affairs and shall not divulge or disclose, directly or indirectly, any information of a confidential nature or relating to the working of the University to a member of the public or the University's other employees or to his friends or relatives to the media, unless compelled to do so by judicial or other authority, or unless instructed to do so by a superior officer as a part of his duties. The employee shall not except otherwise told to do so in writing by competent authority communicate or caused to communicate any document fully or partially to anybody else to whom he is not authorized to communicate such document or any information.
- b) No employee shall make use of any information emanating from the University or otherwise, which has come to his knowledge in the discharge of his official duties for his personal benefit or for the benefit of his friends or relatives.

7.4 Employees to promote University's interest

- a) Every employee shall serve the University honestly and faithfully and shall use his utmost endeavors to promote the interests of the University and shall show utmost courtesy and attention in all transactions and dealings with the public, the students and the colleagues.
- b) Every employee shall at all times: -
 - b.1) maintain absolute integrity, good conduct and discipline;
 - b.2) maintain devotion and diligence to duty; and
 - b.3) do nothing which is unbecoming of an employee / a public servant.
- c) The employee shall not in his official dealings with the public and others adopt dilatory tactics or willfully cause delays in disposal of the work assigned to him.
- d) The employee shall, in the performance of his official duties or in the exercise of powers conferred on him, act otherwise than in his best judgement except when he is acting under the direction of his superior.
- e) The employee shall do his best to ensure the integrity and devotion to duty of all persons for the time being working under his control and authority.

7.5 Prohibition against participation in politics and standing for election

The employee shall not take active part in any political activities including political demonstration. He shall not contest any election of such bodies as legislature, Municipal Council or any other Public Body without prior permission of the competent authorities.

7.6 Prohibition against joining certain associations and strikes, etc.

The employee who is not a 'workman' within the meaning of the Industrial Disputes Act, 1947 shall not:

- a) become or continue to be a member or office bearer of, or be otherwise directly or indirectly associated with, any trade union of employees of the University who are 'workmen' within the meaning of that Act, or a federation of such trade unions; or

- b) resort to, or in any way abate, any form of strike or participate in any violent, unseemly or indecent demonstration in connection with any matter pertaining to his conditions of service or the conditions of service of any other employee of the University.

7.7 Contributions to the Public Media

- a) The employee shall not provide to the press or any other public media without prior sanction of the Competent Authority any document, paper or information which may come in his possession in his official capacity.
- b) The employee shall not except with the previous sanction of the Competent Authority publish or cause to be published any book or any similar printed matter of which he is the author or not or deliver talk or lecture in any public meeting or otherwise.

However, no such sanction shall be required, if such a lecture or broadcast or contribution or publication is of a purely literary, artistic, scientific, professional, cultural, educational, religious or social character not causing any damage to the communal harmony or to reputation of the University or its authority.

7.8 Employee not to seek outside employment

No employee shall accept, solicit, or seek any outside employment or office, whether stipendiary or honorary, without previous permission of the Vice Chancellor.

7.9 Giving evidence

- a) Save as provided in sub-Rule (c) no employee shall, except with the previous approval of the Competent Authority, give any evidence in connection with any enquiry conducted by any person, committee or authority.
- b) Where any approval has been accorded under sub-Rule (a) no employee giving such evidence shall criticize the policy or any action of the University.
- c) Nothing in these Rules shall apply to any evidence given (i) at any enquiry before an authority appointed by the Central Government, State Government, Parliament or a State Legislature; or (ii) in any judicial enquiry; or (iii) at any

departmental enquiry ordered by the Competent Authority. However, prior intimation may be given to the Competent Authority.

7.10 Seeking to influence

No employee shall bring or attempt to bring any political or other outside influence to bear upon any superior authority for the promotion of his interests in respect of matters pertaining to his services in the University.

7.11 Part-time work

No full-time employee shall undertake any part-time work for a private or public body or a private person, or accept any fee there for, without a sanction of the Competent Authority, which shall grant the sanction only in exceptional cases when it is satisfied that the work can be undertaken without detriment to his official duties and responsibilities. The Competent Authority may, in cases in which it thinks fit to grant such sanction, stipulate that any fees received by the employee for undertaking the work shall be shared with the University in ratio of 30:70 or as may be prescribed.

7.12 Employee not to be absent from duty without permission or be late in attendance

- a) An employee shall not absent himself from his duties without having first obtained the permission of the Competent Authority, nor shall he absent himself in case of sickness or accident without submitting a requisite medical certificate.

Provided that, in the case of temporary indisposition, the production of a medical certificate may, at the discretion of the Competent Authority, be dispensed with.

- b) An employee who absents himself from duty without leave or overstays his leave, except under circumstances beyond his control for which he must tender a satisfactory explanation, shall not be entitled to draw any pay and allowances for the period of such absence or overstay, and shall further be liable to such disciplinary measures as the Competent Authority may think of imposing. The period of such absence or overstay may, if regulated by the Competent Authority shall be treated as period spent on extraordinary leave.

- c) An employee who is habitually late in attendance shall, in addition to such other penalty as the Competent Authority may deem fit to impose, have one day of casual leave forfeited for every three days delay in a month. Where such an employee has no casual leave due to him, the period of leave to be so forfeited may be deducted from balance compensatory offs or Earned Leave. If none of these are available for deduction, it may be treated as Leave Without Pay.
- d) Every employee shall mark his attendance everyday by the procedure laid down by the University from time to time. If an employee fails to follow the procedure on any day(s), he shall apply for leave for the day(s). If no application is made for the said day(s), it shall be treated as unauthorized absence from duty and shall result into loss of pay for the day(s).

7.13 Deserter

The employee, who has remained absent from duty without permission for a period of more than sixty days, shall be deemed to be deserter and his services shall stand terminated automatically from the date he failed to report for duty and he shall not be entitled to any benefits due to him for his past services.

7.14 Acceptance of gifts

- a) An employee shall not solicit or accept any gift or permit any member of his family or any person acting on his behalf to accept any gift from any person with whom the employee is likely to have official dealings either directly or indirectly or from any subordinate employee or students. Trivial gifts like small packets of sweets, diaries, calendars on the occasion of Diwali and New Year may, however, be exempted.

Explanation: The expression “gift” shall include free transport, lodging or other such services or any other pecuniary advantage when provided by any person other than a near relative or a personal friend having no official dealings with the employee or with the University.

Note 1: A casual meal, lift or other social hospitality shall not be deemed to be a gift.

Note 2: An employee shall avoid acceptance of lavish or frequent hospitality from any individual or concern having official dealings with the employee or with the University.

- b) On occasions such as marriages, anniversaries, funerals or religious functions when the making of gifts is in conformity with the prevailing religious or social practice, an employee may accept gifts from his personal friends having no official dealing with the employee or with the University but he shall make a report to the Competent Authority in the University.

7.15 Acceptance of Contribution

No employee shall, except with the previous sanction of the Competent Authority, ask for or accept a contribution to or otherwise associate himself with the raising of any funds or other collections in cash or in kind.

7.16 Consumption of Intoxicating Drinks and Drugs

- a) An employee shall strictly abide by the law relating to the consumption or possession of intoxicating drinks or drugs in force in any area in which he may happen to be posted for the time being.
- b) An employee shall be liable for disciplinary or even legal action, if he is found under the influence of intoxicating drink or substance while on duty, or if he is reported to have misbehaved under such an influence in a public place.

Explanation: For the purpose of this Rule, the term “Public place” would include clubs (even exclusively meant for members where it is permissible for the members to invite non-members as guests), bars and restaurants, public conveyances and all other places to which the public have or are permitted to have access, whether on payment or otherwise.

7.17 Employees in debt

An employee, against whom any legal proceeding is instituted for the recovery of any debt due from him or for adjudging him as an insolvent, shall forthwith report the full facts of the legal proceedings to the Competent Authority. An employee who applies for the protection of an insolvency court shall be liable for disciplinary action.

7.18 Employees arrested for any charge on him by the Police

- a) An employee who is arrested on a criminal charge or for any reason or is detained in pursuance of any process of law may, if so directed by the

Competent Authority, be considered as being or having been under suspension from the date of his arrest or of his detention, upto such date or during such other period as the Competent Authority may direct. In respect of the period in regard to which he is so treated, he shall be allowed the payment admissible to an employee under suspension under sub-Rule 7.32 of the Rules.

- b) Any payment made to an employee under sub-Rule (a) shall be subject to adjustment of his pay and allowances which shall be made according to the circumstances of the case and in the light of the decision as to whether such period is to be accounted for as a period of duty or leave;

Provided that, full pay and allowances will be admissible only if the employee –

- b.1) is treated as on duty during such period; and
- b.2) is acquitted of all charges or satisfies the Competent Authority, in the case of his release from detention being set aside by a competent court, that he had not been found guilty of improper conduct.
- c) An employee shall be liable for dismissal or to any of the other penalties referred to in Rule, if he is committed to prison for debt or is convicted for an offence which, in the opinion of the Competent Authority, either involves gross moral turpitude or has a bearing on any of the affairs of the University or on the discharge by the employee of his duties with the University. The opinion in this respect of the Competent Authority shall be conclusive and binding on the employee.
- d) Where an employee has been dismissed in pursuance of sub-Rule (c) if thereafter his conviction is set aside by a higher court and the employee is acquitted, he shall be reinstated in service.

Explanation: In this Rule, committal or conviction shall mean committal or conviction by the lowest court or any appellate court.

- e) Where the absence of an employee from duty without leave or his overstay is due to his having been arrested for debt or on a criminal charge or to his having been detained in pursuance of any process of law, the provisions of Rule 7.12 shall also apply and for the purposes of that Rule as so applied, the

employee shall be treated as having absented himself without leave or, as the case may be overstayed, otherwise than under circumstances beyond his control.

7.19 Vindication of acts and character of employee

- a. No employee shall, except with the previous sanction of the Competent Authority, have recourse to any Court or to the press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of a defamatory character.
- b. Nothing in this regulation shall be deemed to prohibit an employee from vindicating his private character or any act done by him in private capacity and where any action for vindicating his private character or any act done by him in private capacity is taken, the employee shall submit a report to the Competent Authority regarding such an action.

7.20 Not to address appeals, representations, petitions to outside authority or person

- a. The employee shall not address any appeal, representation or petition to any outside authority or person in respect of a matter pertaining to the employee's service in the University without a prior permission of a competent authority. Addressing such appeals, representations or petitions without proper permission shall be deemed a breach of discipline.
- b. The Registrar, with the approval of the Vice Chancellor, will set up a Staff Redressal Grievance Committee to deal with individual grievances of employees belonging to non-academic category. The guidelines for setting up and functioning of the Staff Redressal Grievance Committee will be as per **Annexure-V (A)**.

7.21 Criticism of University

No employee shall through any media or any document publish in his own name or anonymously, pseudonymously or in the name of any other person or make any communication to the press or in any public utterance, make any statement of fact or opinion which has the effect of an adverse criticism of any current or recent policy or action of the University.

7.22 Not to misuse residential accommodation or other facilities

- a) An employee shall not make any improper use of the residential accommodation or any other facility or concession granted to him by the University.
- b) Save as otherwise expressly permitted by the University, no employee shall, sub-let, lease or otherwise allow occupation by any other person of University's residential accommodation which has been allotted to him. He also shall not use it or allow it to be used for the purpose of business, trade or any other such purpose.
- c) An employee shall, after the determination / cancellation of his allotment of residential accommodation vacate the same within the time limit specified by the allotting authority.

7.23 Improper conduct on the part of employee

A breach of any of these Rules related to discipline, violation of any accepted patterns of behaviour, moral and ethical rules of society etc. and any one or more of the following acts on the part of an employee shall be deemed as misconduct calling for disciplinary action.

- a) An act or conduct prejudicial or likely to be prejudicial to the interests of the University or to the reputation of the University.
- b) An act or conduct inconsistent or incompatible with the due or peaceful discharge of his duty to the University.
- c) An act or conduct of an employee that makes it unsafe for the University to retain him in service.
- d) An act or conduct of the employee which is grossly immoral.
- e) An act or conduct of the employee which brings the employee's sincerity, honesty, integrity and loyalty to the University under the shadow of doubt, use of abusive indecent language which is likely to disturb harmony and peace in the place of work.
- f) An act of insult and/or insubordination to such a degree as to be incompatible with the continuance of his relation with the superiors.

- g) Habitual negligence in respect of the duties assigned to him.
- h) Willful insubordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of a superior.
- i) Untrustworthiness, theft, fraud or any other act of dishonesty in connection with the University's activities and property.
- j) Strike, picketing, gherao, or inciting others to go on strike in contravention of the provisions of any law, or rule having the force of law.
- k) Riotous and disorderly behaviour during, before and after the office hours.
- l) Habitual late attendance, absence without permission and overstaying leave.
- m) An act for which an employee is convicted by a criminal court or for which calls for such a conviction.
- n) Being in intoxicated condition while on duty.
- o) Resorting to media and legal measures against University, colleagues and administration without seeking redressal of grievances through proper procedures laid down by the rules of the University from time to time.
- p) Behaving with a mind prejudiced with caste, creed, religion, language, race or gender consideration with his colleagues or to use them for self interest.
- q) Refusal to execute the decisions or orders of appropriate administrative and academic bodies and/or functionaries of the University. This would not inhibit his right to express his/her difference of opinion with their policies or decisions on official level.
- r) Lodging unsubstantiated allegation against colleagues/authorities with higher authorities/police.
- s) Gross partiality in assessment of students, deliberately over-marking/under-marking or attempts at victimization on any ground and not to maintain secrecy with regard to examinations.

- t) Failure to perform his academic and other duties satisfactorily.
- u) Refusal to accept order, charge sheet or any other communication served on him.
- v) Falsification or tampering with the record.
- w) Conducting and/or teaching in tuition classes/coaching classes or engaging in any business or profession while in the employment of the University.

7.24 Penalties

Without prejudice to the other provisions of these Regulations, an employee who commits a breach of any regulation of the University or who displays negligence, inefficiency or indolence, or who knowingly does anything detrimental to the interests of the University or anything contrary to the orders, instructions given to him, or who commits a breach of discipline or he accepts the charge of any other act of misconduct, shall be liable to the following penalties:

a) Minor penalties

- a.1) Censure;
- a.2) Recovery from pay of the whole or part of any pecuniary loss caused to the University by the employee by negligence in duty or breach of orders;
- a.3) Reduction to a lower stage in the time scale of pay for a period not exceeding three years without cumulative effect;
- a.4) Withholding of increments of pay.

b) Major penalties

- b.1) Reduction to a lower time scale of pay, grade, post or service which shall ordinarily be a bar to the promotion of the employee to the time scale of pay, grade, post or service from which he was reduced, with or without further directions regarding conditions of restoration to the grade or post or service from which the employee was reduced and his

seniority and pay on such restoration to that scale of pay, grade, post or service.

- b.2) Compulsory retirement;
- b.3) Removal from service, which shall not be a disqualification for future employment;
- b.4) Dismissal from service, which shall ordinarily be a disqualification for future employment.

Explanation: The following shall not amount to a penalty within the meaning of this Rule namely: -

- b.4.1) Withholding of one or more increments of an employee on account of his failure to pass a specified departmental test or examination in accordance with the terms of appointment to the post which he holds.
- b.4.2) Stoppage of pay of an employee at the efficiency bar in a time scale, on the ground of his inability to cross the bar;
- b.4.3) Non-promotion whether in an officiating capacity or otherwise, of an employee, to a higher grade or post for which he may be eligible for consideration but for which he is found unsuitable after consideration of his case;
- b.4.4) Reversion to a lower grade or post, of an employee officiating in a higher grade or post, on the ground that he is considered, after trial, to be unsuitable for such higher grade or post, or on administrative grounds unconnected with his conduct;
- b.4.5) Reversion to his previous grade or post, of an employee appointed on probation to another grade or post, during or at the end of the period of probation, in accordance with the terms of his appointment or regulations or orders governing such probation;

- b.5) Termination of the service: -
 - i) of an employee appointed on probation, during or at the end of the period of probation, in accordance with the terms of his appointment, or the regulations or orders governing such probation;
 - ii) of an employee appointed in a temporary capacity otherwise than under a contract or agreement, on the expiration of the period for which he was appointed, or earlier in accordance with the terms of his appointment;
 - iii) of an employee appointed under a contract or agreement, in accordance with the terms of such contract or agreement ; and
 - iv) of an employee on abolition of post.
- b.6) Termination of employment of an employee on medical grounds, if he is declared unfit to continue in the University's service by the University's Medical Officer;
- b.7) Retirement of an employee in accordance with the provision to Rule 2.8(a).

7.25 Procedure to be adopted for imposing major penalties

- a) No order imposing any of the major penalties specified in Rule 7.24(b) shall be made except after an inquiry is held in accordance with this Rule.
- b) Whenever the Competent Authority is convinced that there are adequate grounds to conduct an enquiry to find out the facts related to any imputation of misconduct or misbehaviour against an employee, it may itself inquire into or appoint any other officer (hereinafter referred to as the inquiry officer) to inquire into the truth thereof in **Form (a) of Annexure-V (B)**.

Explanation: A breach of any of the provisions of these Rules or actions classified as a misconduct, shall be deemed to constitute misconduct. The enquiry under this Rule shall be conducted, in case the employee against whom proceeding is taken is an officer, by any officer who is in a grade higher than such an employee and in the case of other employees by any officer.

Explanation: When the Competent Authority itself holds the inquiry any reference in sub-Rule (h) to (u) to the term Inquiry Officer shall be construed as a reference to the Competent Authority

- c) When it is proposed to hold an inquiry, the Competent Authority shall frame definite and distinct charges on the basis of the allegation against the employee and the articles of charge, together with a statement of the allegations, on which they are based, shall be communicated in writing to the employee in **Form (b) of Annexure-V (C)**, who shall be required to submit within such time as may be specified by the Competent Authority (not exceeding 15 days), or within such extended time as may be granted by the said Authority, a written statement of his defense.
- d) On receipt of the written statement of the employee, or if no such a statement is received within the time specified, an inquiry may be held by the Competent Authority itself, or if it considers it necessary to do so appoint under sub-Rule (b) an Inquiry Officer for the purpose.

Provided that it may not be necessary to hold an inquiry in respect of the articles of charge admitted by the employee in his written statement but it shall be necessary to record its findings on each of such charges.

- e) The Competent Authority shall, where it is not the Inquiry Officer, forward to the Inquiry Officer;
 - e.1) a copy of the articles of charge and statements of imputations of misconduct or misbehavior;
 - e.2) a copy of the written statement of defense, if any, submitted by the employee;
 - e.3) a list of documents by which and list of witnesses by whom the articles of charge are proposed to be substantiated;
 - e.4) Copies of statements of the witnesses, if any;
 - e.5) evidence providing the delivery of articles of charge under sub- Rule (c);

- e.6) a copy of the order appointing the 'Presenting Officer' in terms of sub- Rule (f).
- f) Where the Competent Authority itself inquires or appoints an Inquiry Officer for holding an inquiry, it may, by an order, appoint an officer to be known as the "Presenting Officer" to present on its behalf the case in support of the articles of charge.
- g) The employee may take the assistance of any other employee but may not engage a legal practitioner, for the purpose of his defense, unless the presenting officer appointed by the Competent Authority, is a legal practitioner or Competent Authority having regard to the circumstances of the case, so permits.
- h)
 - h.1) The Inquiry Officer shall by notice in writing specify the day on which the employee shall appear in person before the Inquiry Officer.
 - h.2) On the date fixed by the Inquiry Officer, the employee shall appear before the Inquiry Officer at the time and place specified in the notice.
 - h.3) The Inquiry Officer shall ask the employee whether he accepts the charge or has any defense to make and if he accepts the charge to any or all of the Articles of charge, the Inquiry Officer shall record his plea, sign the record and obtain the signature of the employee concerned thereon.
 - h.4) The Inquiry Officer shall prepare and present a report in respect of those articles of charge to which the employee concerned accepts the charge.
- i) If the employee does not accept the charge, the Inquiry Officer shall adjourn the case to a later date not exceeding 30 days.
- j)
 - j.1) The Inquiry Officer shall, where the employee does not admit all or any of the articles of charge, furnish to such employee a list of documents by which, and a list of witness by whom, the articles of charge are proposed to be proved.

- j.2) The Inquiry Officer shall also issue an order that the employee may for the purpose of preparing his defense -
- j.2.1) inspect within five days of the order or within such further time not exceeding five days as the inquiring officer may allow, the documents listed;
 - j.2.2) submit a list of documents and witnesses that he wants to be present on his behalf for the inquiry;
 - j.2.3) be supplied with copies of statements of witnesses to be relied upon, if any, recorded earlier and the Inquiry Officer shall furnish such copies not later than three days before the commencement of the examination of the witnesses by the Inquiry Officer;
 - j.2.4) give a notice within ten days of the order or within such further time not exceeding ten days as the inquiring officer may allow for the discovery or production of the documents referred to in item (j.2.2).

Note : The relevance of the documents and the examination of the witnesses referred to in sub-clause (j.2.2) shall be given by the employee concerned.

- k) The Inquiry Officer shall, on receipt of the notice for the discovery or production of the documents, forward the same or copies thereof to the authority in whose custody or possession the documents are kept with a requisition for the production of the documents on such date as may be specified.
- l) On the receipt of the requisition under sub-regulation (k), the authority having the custody or possession of the requisitioned documents shall arrange to produce the same before the Inquiry Officer on the date, place and time specified in the requisition;

Provided that the authority having the custody or possession of the requisitioned documents may claim privilege if the production of such documents will be against the public interest or the interest of the University. In that event, it shall inform the Inquiry Officer accordingly.

- m) On the date fixed for the inquiry, the oral or documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the Competent Authority.

The witnesses produced by the Presenting Officer shall be examined by the Presenting Officer and may be cross-examined by or on behalf of the employee.

The Presenting Officer shall be entitled to reexamine his witnesses on any points on which they have been cross examined, but not on a new matter, without the leave of the inquiry officer.

The inquiry officer may also put such questions to the witnesses.

- n) Before the close of the case, the Inquiry Officer may, in its discretion, allow the Presenting Officer to produce evidence not included in charge-sheet or may itself call for new evidence or recall or re-examine any witness in support of the charges. In such case the employee shall be given an opportunity to inspect the documentary evidence before it is taken on record, or to cross-examine a witness, who has been so summoned. The Inquiry Officer may also allow the employee to produce new evidence, if it is of opinion that the production of such evidence is necessary in the interests of justice.
- o) When the case in support of the charges is closed, the employee may be required to state his defense, orally or in writing, as he may prefer. If the defense is made orally, it shall be recorded and the employee shall be required to sign the record. In either case a copy of the statement of defense shall be given to the Presenting officer, if any, appointed.
- p) The evidence on behalf of the employee shall then be produced. The employee may examine himself in his own behalf, if he so prefers. The witnesses produced by the employee shall then be examined by the employee and may be cross-examined by the Presenting Officer. The employee shall be entitled to re-examine any of his witnesses on any points on which they have been cross-examined, but not on any new matter without the leave of the Inquiry Officer.

- q) The Inquiry Officer may, after the employee closes his evidence, and shall, if the employee has not got himself examined, generally question him on the circumstances appearing against him in the evidence for the purpose of enabling the employee to explain any circumstances appearing in the evidence against him.
- r) After the completion of the production of the evidence, the employee and the Presenting Officer may file written briefs of their respective cases within 15 days of the date of completion of the production of evidence.
- s) If the employee does not submit the written statement of defense referred to in sub-regulation (c) on or before the date specified for the purpose or does not appear in person, or through the assisting officer or otherwise fails or refuses to comply with any of the provisions of these Rules, the Inquiry Officer may hold the inquiry ex-parte.
- t) Whenever any Inquiry Officer, after having heard and recorded the whole or any part of the evidence in an inquiry ceases to exercise jurisdiction therein, and is succeeded by another Inquiry Officer who has, and who exercises, such jurisdiction, the Inquiry Officer so succeeding may act on the evidence so recorded by its predecessor, or partly recorded by its predecessor and partly recorded by himself:

Provided that if the succeeding Inquiry Officer is of the opinion that further examination of any of the witnesses whose evidence has already been recorded is necessary in the interest of justice, it may recall, examine, cross-examine and re-examine any such witnesses as herein before provided.

- u) u.1) On the conclusion of the inquiry, the Inquiry Officer shall prepare a report which shall contain the following :
 - u.1.1) a gist of the articles of charge and the statement of the imputations of misconduct or misbehavior;
 - u.1.2) a gist of the defense of the employee in respect of each article of charge;
 - u.1.3) an assessment of the evidence in respect of each article of charge;

u.1.4) the findings on each article of charge and the reasons therefor.

Explanation: If, in the opinion of the Inquiry Officer, the proceedings of the inquiry establish any article of charge different from the original article of charge, he may record his findings on such an article of charge.

Provided that, the findings on such article of charge shall not be recorded unless the employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending himself against such article of charge.

u.2) The Inquiry Officer, where he is not himself the Competent Authority, shall forward to the Competent Authority the records of inquiry which shall include –

u.2.1) the report of the inquiry prepared by him under clause (u);

u.2.2) the written statement of defense, if any, submitted by the employee referred to in sub-Rule (o);

u.2.3) the oral and documentary evidence produced during the course of the inquiry;

u.2.4) written briefs referred to in sub-regulation (r), if any, and

u.2.5) the orders, if any, made by the Competent Authority and the Inquiry Officer in regard to the inquiry.

7.26 Action on the inquiry report

- a) The Competent Authority, if it is not itself the Inquiry Officer, may, if it so desires for reasons to be recorded by it in writing, remit the case to the Inquiry Officer for fresh or further inquiry and to report and the Inquiry Officer shall thereupon proceed to hold the further inquiry according to the provisions of Rule 7.25 as far as may be.
- b) The Competent Authority, shall, if it disagrees with the findings of the Inquiry Officer on any articles of charge, record its reasons for such

disagreement and record its own findings on such charge, if the evidence on record is sufficient for the purpose.

- c) If the Discipline Authority who initiated the case is competent to award only minor penalties and is of the opinion that major penalties is to be imposed, it should send the entire records and findings without recording any opinion with regard to the imposition of the penalty to the Competent Discipline Authority which will record its findings and pass orders as deemed fit.
- d) The Discipline Authority should forward a copy of the report of the enquiry officer together with its tentative reasons for disagreement, if any, with the findings to the employee giving him 15 days time to make any representation / submission.
- e) The representation, if any, submitted by the employee should be considered before passing final orders.
- f) These orders should be communicated to the employee with a copy of the findings on each article of charge. The Disciplinary Authority should take a final decision on the inquiry report within three months.
- g) If the Competent Authority having regard to its findings on all or any of the articles of charge is of the opinion that no penalty is called for, it may pass an order exonerating the employee concerned.

7.27 Procedure for imposing minor penalties

- a) Where it is proposed to impose any of the minor penalties specified in clauses (a.1) to (a.4) of Rule 7.24(a), the employee concerned shall be informed in writing of the imputations of lapses against him and shall be given an opportunity to submit his written explanation within a specified period of not exceeding 15 days or such extended period as may be granted by the Competent Authority and the reply / explanation, if any, submitted by the employee shall be taken into consideration by the Competent Authority before passing orders. No full-fledged and elaborate departmental enquiry will be necessary for imposing minor penalties.
- b) Where however, the Competent Authority is satisfied that a major penalty is necessary, it shall follow the procedure for imposing a major penalty as laid down in Rule 7.25.

- c) The record of the proceedings in such cases shall include:
 - c.1) A copy of the statement of imputations of lapses furnished to the employee;
 - c.2) The reply / explanation, if any, of the employee; and
 - c.3) The orders of the Competent Authority together with the reasons therefor.

7.28 Communication of orders

Orders made by the Competent Authority under Rule 7.25 shall be communicated to the employee concerned, who shall also be supplied with a copy of the report of inquiry, if any.

7.29 Common Proceedings

Where two or more employees are concerned in a case, the Competent Authority may make an order directing that the disciplinary proceedings against all of them may be taken as a common proceeding.

7.30 Special procedure in certain cases

Notwithstanding anything contained in Rule 7.25 or Rule 7.26 or Rule 7.27, the Competent Authority may impose any of the penalties specified in Rule 7.24 if the facts on the basis of which action is to be taken have been established in a Court of Law or Court Martial or where the employee has absconded or where it is for any other reason not possible to communicate with him or where there are other difficulties in observing the requirements contained in Rule 7.25, 7.26 and 7.27 and the requirements can be waived without injustice to the employee. In every case where all or any of the requirements of Rules 7.25, 7.26 and 7.27 are waived, the reasons for doing so shall be recorded in writing.

7.31 Suspension

- a) An employee may be placed under suspension, by general or special order, in **Form (c) in Annexure-V (D)**, by the Competent Authority under the following circumstances: –

- a.1) When preliminary enquiry supports a prima facie case for initiating criminal/departmental proceedings that are likely to lead to his conviction, and/or dismissal, removal or compulsory retirement from service or any other major penalty.
- a.2) When his continuance in office will prejudice investigation, trial or inquiry, or is likely to seriously subvert discipline or be against the wider interest of the University.
- a.3) When he is charged with misdemeanour of the following types:-
 - a.3.1) Offence or conduct involving moral turpitude;
 - a.3.2) Corruption, embezzlement or misappropriation of University's money; possession of disproportionate assets, misuse of official powers for personal gain;
 - a.3.3) Serious negligence and dereliction of duty resulting in considerable loss to the University, and
 - a.3.4) Refusal or deliberate failure to carry out written orders of superior officers.
- b) An employee shall be deemed to have been placed under suspension by an order of the Competent Authority –
 - b.1) with effect from the date of his detention, if he is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours;
 - b.2) with effect from the date of his conviction, if in the event of a conviction for an offence, he is sentenced to a term of imprisonment and is forthwith not dismissed or removed or compulsorily retired consequent to such conviction.

Explanation: - The period of 48 hours referred to in clause (b.1) of this sub-Rule shall be computed from the commencement of the imprisonment after the conviction and for that purpose, intermittent periods of imprisonment, if any, shall be taken into account.

- c) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee under suspension is set aside in appeal under these Rules and the case is remitted for further enquiry or action or with any other directions, the order of his suspension shall be deemed to have been continued in force on and from the date of original order of dismissal, removal or compulsory retirement and shall remain in force until further orders.
- d) Where a penalty of dismissal or removal or compulsory retirement from service imposed upon an employee is set aside or declared or rendered void in consequence of or by a decision of a Court of Law, the Competent Authority, on a consideration of the circumstances of the case, decides to hold a further enquiry against him on the allegations on which a penalty of dismissal, removal or compulsory retirement was originally imposed, the employee shall be deemed to have been placed under suspension by the Competent Authority from the date of the original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders.
- e) Provided that no such further enquiry shall be ordered unless it is intended to meet a situation where the Court has passed an order purely on technical grounds without going into the merits of the case.

An order of suspension made or deemed to have been made under this regulation may at any time be modified or revoked by the Competent Authority, which made or is deemed to have made the order.

- f) Suspension should not ordinarily exceed six months. A Review Committee should be constituted and all cases of suspension should be reviewed by the Committee within 90 days from the effective date of the order of suspension. The suspension may be extended on the recommendation of the Committee and such extension shall not be more than 180 days at a time.

If an employee continues to be under detention at the time of completion of 90 days, no review is necessary.

Composition of Review Committee : Chief Administrative Officer, SVKM, Dean/HOD & Joint Director (HR). The Committee will submit a Report to the competent authority for further approval.

7.32 Subsistence Allowance

During such suspension, he shall receive subsistence allowance equal to (i) fifty percent of pay and allowances thereon, for the first six months of suspension; and (ii) seventy-five per cent of pay and allowances thereon for the period of suspension beyond six months.

Provided that the enhanced rate of subsistence allowance specified under sub-clause (ii) shall be admissible only if the enquiry is not delayed for reasons attributable to the concerned employee or any of his representatives.

Provided further that if no penalty under Rule 7.24 is imposed, the employee shall be refunded the difference between the subsistence allowance and the emoluments which he would have received but for such suspension, for the period he was under suspension, and that, if a penalty is imposed on him under Rule 7.24, no order shall be passed which shall have the effect of compelling him to refund such subsistence allowance. The period during which an employee is under suspension shall, if he is not dismissed or removed or compulsorily retired from service, be treated as period spent on duty or leave as the Competent Authority who passes the final order may direct.

7.33 Appeal

For all the employees of the University, the Appellate Authority is the Chancellor.

- a) An employee may appeal against an order imposing upon him any of the penalties specified in Rule 7.24 or order of suspension under Rule 7.31. The appeal shall lie with the Appellate Authority.

For the purpose of this Rule “Appellate Authority” means the Chancellor.

- b) Every appeal shall comply with the following requirements:
 - b.1) it shall be typed in Marathi or Hindi or English.
 - b.2) it shall be couched in polite and respectful language and shall be free from unnecessary padding or superfluous verbiage.

- b.3) it shall contain all material statements and arguments relied on and shall be complete in itself.
- b.4) it shall specify the relief desired.
- c) An appeal shall be preferred to the appellate authority within 45 days from the date of receipt of the order appealed against. The Appellate Authority shall consider whether the findings are justified or whether the penalty is excessive or inadequate and pass appropriate orders. The Appellate Authority may pass an order confirming, enhancing, reducing or setting aside the penalty or remitting the case to the authority which imposed the penalty or to any other authority with such direction as it may deem fit in the circumstances of the case.

Provided that –

- c.1) if the enhanced penalty which the Appellate Authority propose to impose is a major penalty specified in Rule 7.24(b) and if an inquiry as provided in Rule 7.25 has not already been held in the case, the Appellate Authority shall direct that such an inquiry be held in accordance with the provisions of Rule 7.25 and thereafter consider the record of the inquiry and pass such orders as it may deem proper.
- c.2) If the Appellate Authority decides to enhance the punishment but an inquiry has already been held as provided in Rule 7.25, the Appellate Authority shall give a show cause notice to the employee as to why the enhanced penalty should not be imposed upon him and shall pass final order after taking into account the representation, if any, submitted by the employee.

ANNEXURE - I
[See Rule 2.1 (d)]

ELIGIBILITY CRITERIA FOR VARIOUS POSTS

TEACHING

Qualifications

For Management

FOR THE POST OF PROFESSOR

- i. Consistently good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in Master's Degree in a relevant discipline or consistently good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in two year full time PGDM declared equivalent by AIU / recognized by the AICTE / UGC;

OR

First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned statutory body.

- ii. Ph.D. or Fellow of Indian Institute of Management or of an Institute recognized by AICTE and declared equivalent to Ph.D. by the AIU.
- iii. A minimum of ten years' experience of teaching / industry / research / professional out of which five years must be at the level of Reader / Associate Professor or equivalent excluding the period spent for obtaining the research degree.

OR

- iv. In the event the candidate is from industry and the profession, the following shall constitute as essential:

1. Consistently good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in Master's Degree in a relevant discipline or consistently good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in two years full time PGDM declared equivalent by AIU / recognized by the AICTE / UGC.

OR

First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned statutory body.

2. The candidate should have professional work experience which is significant and can be recognized at national / International level as equivalent to Ph.D. and twelve years' managerial experience in industry/profession of which at least eight years should be at least at a level comparable to that of Reader (Associate Professor) / Assistant Professor.
- v. Without prejudice to the above, the following conditions may be considered desirable:
- i) Teaching, Research, and / or professional experience in a reputed organization;
 - ii) Published work, such as research papers, patents filed / obtained, books and / or technical reports;
 - iii) Experience of guiding the project work / dissertation of PG / Research Students or supervising R & D projects in industry;
 - iv) Demonstrated leadership in planning and organizing academic, research, industrial and / or professional activities; and
 - v) Capacity to undertake / lead sponsored R & D consultancy and related activities.

FOR THE POST OF ASSOCIATE PROFESSOR

- i) Consistently good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in Master's Degree in a relevant discipline or first class in two years full time PGDM declared equivalent by AIU / recognized by the AICTE / UGC;
OR
First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned body.
- ii) Ph.D. or Fellow of Indian Institute of Management or of an Institute recognized by AICTE and declared equivalent to Ph.D. by the AIU.
- iii) A minimum of eight years' experience of teaching / industry / research / professional at managerial level excluding the period spent for obtaining the research degree.
OR
- iv) In the event the candidate is from industry and the profession, the following requirements shall constitute as essential requirements:

1. Consistently good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in Master's Degree in a relevant discipline or first class in two years full time PGDM declared equivalent by AIU / recognized by the AICTE / UGC.

OR

First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned statutory body.

2. A minimum of ten years experience of teaching industry / research / profession, out of which five years must be at the level of Assistant Professor or equivalent excluding the period spent for obtaining research degree. The candidate should have professional work experience which is significant and can be recognized at national / International level as equivalent to Ph.D. and ten years' managerial experience in industry / profession of which at least five years should be at least level comparable to that of Lecturer / Assistant Professor.

v) Without prejudice to the above, the following conditions may be considered desirable:

- a) Teaching, Research, industrial and / or professional experience in a reputed organization;
- b) Published work, such as research papers, patents filed / obtained, books and / or technical reports; and
- c) Experience of guiding the project work / dissertation of PG / Research Students or supervising R & D projects in industry;

FOR THE POST OF ASSISTANT PROFESSOR

i) Essential:

- 1) First Class Masters Degree in a relevant discipline or first class in two year full time PGDM declared equivalent by AIU / accredited by the AICTE / UGC;

OR

- 2) First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned bodies.

ii) Desirable:

- 1) Teaching, Research, industrial and / or professional experience in a reputed organization;
- 2) Papers presented at Conferences and / or published in referred journals.

For Non Professional Courses (Commerce, Economics, Science etc.)

FOR THE POST OF PROFESSOR

- i) Consistently good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in Master's Degree in a relevant discipline.

OR

First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned statutory body.

- ii) Ph.D. or Fellow of Indian Institute of Management or of an Institute recognized by AICTE and declared equivalent to Ph.D. by the AIU.
- iii) A minimum of ten years' experience of teaching / industry / research / professional out of which five years must be at the level of Reader/Associate Professor or equivalent excluding the period spent for obtaining the research degree.

OR

- iv) In the event the candidate is from industry and the profession, the following shall constitute as essential:
1. Consistently good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in Master's Degree in a relevant discipline.

OR

First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned statutory body.

2. The candidate should have professional work experience which is significant and can be recognized at national / International level as equivalent to Ph.D. and twelve years' managerial experience in industry / profession of which at least eight years should be at least at a level comparable to that of Reader (Associate Professor) / Assistant Professor.
- v) Without prejudice to the above, the following conditions may be considered desirable:
- 1) Teaching, Research, and / or professional experience in a reputed organization;
 - 2) Published work, such as research papers, patents filed / obtained, books and / or technical reports;

- 3) Experience of guiding the project work / dissertation of PG / Research Students or supervising R & D projects in industry;
- 4) Demonstrated leadership in planning and organizing academic, research, industrial and / or professional activities; and
- 5) Capacity to undertake / lead sponsored R & D consultancy and related activities.

FOR THE POST OF ASSOCIATE PROFESSOR

- i) Consistently good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in Master's Degree in a relevant discipline;

OR

First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned body.

- ii) Ph.D. or Fellow of Indian Institute of Management or of an Institute recognized by AICTE and declared equivalent to Ph.D. by the AIU.
- iii) A minimum of eight years' experience of teaching / industry / research / professional at managerial level excluding the period spent for obtaining the research degree.

OR

- iv) In the event the candidate is from industry and the profession, the following requirements shall constitute as essential requirements:

1. Consistently good academic record with atleast 55% marks (or an equivalent grade in a point scale wherever grading system is followed) in Master's Degree in a relevant discipline.

OR

First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned statutory body.

2. A minimum of ten years' experience of teaching industry / research / profession, out of which five years must be at the level of Assistant Professor or equivalent excluding the period spent for obtaining research degree. The candidate should have professional work experience which is significant and can be recognized at national / International level as equivalent to Ph.D. and ten years' managerial experience in industry / profession of which at least five

years should be at least level comparable to that of Lecturer / Assistant Professor.

- v) Without prejudice to the above, the following conditions may be considered desirable:
- a) Teaching, Research, industrial and / or professional experience in a reputed organization;
 - b) Published work, such as research papers, patents filed / obtained, books and / or technical reports; and
 - c) Experience of guiding the project work / dissertation of PG / Research Students or supervising R & D projects in industry;

FOR THE POST OF ASSISTANT PROFESSOR

i) Essential:

1) First Class Master's Degree in a relevant discipline;

OR

2) First Class graduate and professionally qualified Chartered Accountant / Cost and Works Accountant / Company Secretary of the concerned bodies.

ii) Desirable:

- 1) Teaching, Research, industrial and / or professional experience in a reputed organization;
- 2) Papers presented at Conferences and / or published in referred journals.

For Engineering

FOR THE POST OF PROFESSOR

i. Essential :

A Ph.D. Degree with First Class at Bachelor's or Master's Degree in the appropriate branch of Engg., & Tech., and experience of ten years in teaching, research and / or industry, out of which at least five years at the level of Assistant Professor/ Reader (Associate Professor) or equivalent grade.

OR

- ii. In the event the candidate is from industry and the profession, the following shall constitute as essential:
1. First Class Master's Degree in the appropriate branch of Engg., & Tech.;
 2. Significant professional work which can be recognized as equivalent to a Ph.D. Degree in appropriate branch of Engg., & Tech., and industrial / professional

experience of ten years, out of which at least five years at a senior level of Assistant Professor / Reader (Associate Professor).

iii. Without prejudice to the above, the following conditions may be considered desirable:

1. Teaching, research, industrial and / or professional experience in a reputed organization;
2. Published work, such as research papers, patents filed / obtained, books, and / or technical reports;
3. Experience of guiding the project work / dissertation of PG / Research Students or supervising R & D projects in industry;
4. Demonstrated leadership in planning and organizing academic, research, industrial and / or professional activities; and
5. Capacity to undertake / lead sponsored R & D, consultancy and related activities.

FOR THE POST OF ASSOCIATE PROFESSOR

i. Essential :

A Ph.D. Degree with First Class at Bachelor's or Master's Degree in the appropriate branch of Engg., & Tech., and experience of eight years in teaching, research and / or industry at the level of Lecturer or equivalent grade, excluding period spent on obtaining the research degree.

OR

ii. In the event the candidate is from industry and the profession, the following shall constitute as essential:

1. First Class Master's Degree in the appropriate branch of Engg., & Tech.;
2. Significant professional work which can be recognized as equivalent to a Ph.D. Degree in appropriate branch of Engg., & Tech., and industrial / professional experience of eight years in a position equivalent to the level of Lecturer.

iii. Without prejudice to the above, the following conditions may be considered desirable:

1. Teaching, research industrial and / or professional experience in a reputed organization.
2. Published work, such as research papers, patents filed / obtained, books, and / or technical reports.
3. Experience of guiding the project work / dissertation of PG / Research Students or supervising R & D projects in industry.

FOR THE POST OF ASSISTANT PROFESSOR

- i. Essential :
First Class Master's Degree in the appropriate branch of Engineering (Engg.) & Technology (Tech).
- ii. Without prejudice to the above, the following conditions may be considered desirable :
Teaching, research, industrial and / or professional experience in a reputed organization;

Papers presented at Conferences and / or in refereed journals.

For Pharmacy

FOR THE POST OF PROFESSOR

- i. Essential :
 1. A basic degree in pharmacy (B.Pharm.).
 2. Registration as a pharmacist under the Pharmacy Act, 1948, as amended from time to time, including any succeeding enactments.
 3. A Ph.D. Degree with First Class at Bachelor's or Master's Degree in the appropriate branch of specialization in Pharmacy, and experience of ten years in teaching, research, industry and / or profession at the level of Lecturer or equivalent grade.

OR

- ii. In the event the candidate is from industry and the profession, the following shall constitute as essential:
 1. First Class Master's Degree in the appropriate branch of specialization in Pharmacy; and
 2. Significant professional work which can be recognized as equivalent to a Ph.D. Degree in appropriate branch of specialization in Pharmacy and industrial / professional experience of five years at a senior level comparable to Assistant Professor / Reader (Associate Professor).
- iii. Desirable :
 1. Teaching, industrial, research and / or professional experience in a reputed organization;
 2. Published work, such as research papers, patents filed / obtained, books, and / or technical reports;
 3. Experience of guiding the project work, dissertation of post graduate or research students or supervising R & D projects in industry;

4. Demonstrated leadership in planning and organizing academic, research, industrial and / or professional activities; and
5. Capacity to undertake / lead sponsored R & D, consultancy and related activities.

FOR THE POST OF ASSOCIATE PROFESSOR

i. Essential :

1. A basic degree in Pharmacy (B.Pharm.).
2. Registration as a pharmacist under the Pharmacy Act, 1948, as amended from time to time, including any succeeding enactments.
3. A Ph.D. Degree with First Class at Bachelor's or Master's Degree in the appropriate branch of specialization in Pharmacy, and experience of eight years in teaching, research, industry and / or profession at the level of Lecturer or equivalent grade; excluding period spent on obtaining the research degree.

OR

ii. In the event the candidate is from industry and the profession, the following shall constitute as essential:

1. First Class Master's Degree in the appropriate branch of specialization in Pharmacy;
2. Significant professional work which can be recognized as equivalent to a Ph.D. degree in appropriate branch of specialization in Pharmacy and industrial / professional experience of eight years in a position equivalent to the level of Lecturer.

iii. Desirable :

1. Teaching, research, industrial and / or professional experience in a reputed organization;
2. Published work, such as research papers, patents filed / obtained, books and / or technical reports; and
3. Experience of guiding the projects work, dissertation of post graduate or research students or supervising R & D projects in industry.

FOR THE POST OF ASSISTANT PROFESSOR

i. Essential :

1. A basic degree in Pharmacy (B.Pharm.).
2. Registration as a pharmacist under the Pharmacy Act, 1948, as amended from time to time, including any succeeding enactments.

3. First Class Master's Degree in appropriate branch of specialization in Pharmacy.

ii. Desirable :

1. Teaching, research, industrial and / or professional experience in a reputed organization; and
2. Papers presented at Conferences and / or in refereed journals.

For Architecture

FOR THE POST OF PROFESSOR

i) First Class Bachelor's Degree in Architecture; AND Master's Degree in Architecture.

OR

Bachelors' Degree in Architecture; AND First Class Master's Degree in Architecture.

OR

First Class Bachelor's Degree in Architecture; AND Ph.D in Architecture.

ii) 13 years Teaching experience out of which 5 years of Teaching experience as Assistant Professor. (Relaxation of upto 3 years in teaching experience may be given to candidates having Ph.D. or equivalent).

OR

If the candidates are practicing Architects then 13 years of experience in Practice/Research.

Desirable 5 years teaching experience as Visiting faculty.

FOR THE POST OF ASSOCIATE PROFESSOR

i) First Class Bachelor's Degree in Architecture; AND Master's Degree in Architecture.

OR

Bachelors' Degree in Architecture; AND First Class Master's Degree in Architecture.

OR

First Class Bachelor's Degree in Architecture; AND Ph.D. in Architecture.

ii) 8 years Teaching Experience

OR

If the candidates are practicing Architects then 8 years of experience in Practice/Research.

Desirable 3 years teaching experience as Visiting faculty.

FOR THE POST OF ASSISTANT PROFESSOR

i) First Class Bachelor's Degree in Architecture; AND Master's Degree in Architecture.

OR

Bachelors' Degree in Architecture; AND First Class Master's Degree in Architecture.

ii) Desirable:

One year Teaching Experience as Visiting teacher.

OR

If the candidates are practicing Architects then 1 year of Teaching experience as Visiting Faculty along with experience in Practice.

For Diploma Courses

FOR THE POST OF SR. LECTURER (SELECTION GRADE)

Master's Degree in appropriate branch of Engineering/Technology with first class at Master's or Bachelor's level.

OR

Ph.D. with First Class Master's Degree in appropriate branch of Humanities & Sciences.

5 years experience in teaching/industry/research at the level of Lecturer or equivalent.

Note: Candidates from industry/profession with a Bachelor's Degree in appropriate branch of Engineering/Technology (Master's Degree in the case of Humanities & Sciences) and with recognized professional work equivalent to Master's degree in the case of Engineering/Technology & Ph.D. degree in the case of Humanities & Science as the case may be.

FOR THE POST OF SR. LECTURER

First Class Bachelor's degree in appropriate branch of Engineering/Technology.

OR

First Class Master's Degree in appropriate branch of Humanities & Sciences.

5 years experience in teaching/industry/research at the level of Lecturer or equivalent.

FOR THE POST OF LECTURER

First Class Bachelor's degree in appropriate branch of Engineering/Technology.

OR

First Class Master's degree in appropriate branch for teaching posts in Humanities & Sciences.

Registrar

- i) A Master's degree with at least 55% of the marks or its equivalent grade of B in the UGC seven point scale.
- ii) Ph.D.

OR

- ii) At least 20 years of administrative experience of which at least 5 years of teaching experience in large educational institutions/universities AND at least 5 years of administrative experience at the level of Deputy Registrar or equivalent in large educational institutions/universities.

Finance Officer

- i) A Bachelor's Degree in any discipline with C.A. or MBA (Finance) or equivalent qualifications.
- ii) At least 15 years of experience in relevant field.

Controller of Examination

- i) A Master's degree with at least 55% of the marks or its equivalent grade of B in the UGC seven point scale.
- ii) At least fifteen years of experience as Lecturer (Sr. Scale) / Lecturer with eight years in Reader's grade along with experience in educational administration with at least 3 years of experience in handling Examinations.

OR

Comparable experience in research establishment and/or other institutions of higher education.

OR

Fifteen years of administrative experience of which 8 years as Deputy Registrar or an equivalent post.

OR

Fifteen years of administrative experience of which 8 years as in the field of specialization or an equivalent post.

ANNEXURE II
(See Rules 2.5 & 4.6)

**FORM OF ANNUAL REPORT FOR SUBMISSION FOR THE PERIOD OF
CONTRACT/PROBATION AND CONFIRMATION IN SERVICE OF THE
TEACHER**

1. Basic Information :

(i) Name of the teacher (in full) : Shri/Smt./Kum. _____
(Beginning with surname)

(ii) Qualifications of the teacher :

Degree and Post-graduate Degree Examination	Special/Principal subject offered	Allied additional/subordinate subjects offered	Class obtained	Year of Passing	University

(iii) Subjects taught _____

(iv) Designation _____

(v) Date of birth _____

(vi) Date of joining the present school in the University _____

(vii) a) Teaching experience at the UG level _____ years _____ months.

b) Teaching experience at the PG level _____ years _____ months.

Names of the institutions where employed previously	Period of service From To	Designation	Classes taught	Subjects Taught	Scale of pay

II. Participation in extra-mural activities _____

(i) Extra-curricular activities, debates, cultural activities, counseling to students, Planning Forums, Students' Union.

(ii) Service to community.

III. Help rendered in school administration by Chairpersonship/membership of various committees.

IV. General Observations :

(i) Attendance

(a) Regularity _____

(b) Punctuality _____

(ii) Student-teacher relationship _____

(iii) Colleague relationship _____

(iv) Class control _____

(v) Reading Habits and other matters _____

Signature of the HOD

Place : _____

Date : _____

Remarks of the Reviewing Officer :

Signature of the Reviewing Officer

Confidential Assessment Report regarding ability and character

Name : _____

Period of Report : _____

Post or posts held during the period of report : _____

Department / Office / Section : _____

Leave taken during the period
E.L./C.L./Other Leave : _____

Memos/Show-Cause Notices issued, if any, : _____
during the year

Performance Assessment :

Sr. No.	Item	V.Good	Good	Fair	Average	Below Average
		A	B	C	D	E
I. Technical						
	1. Industry					
	2. Application					
	3. Initiative					
	4. Neatness					
	5. Accuracy					
	6. Punctuality in work					
	7. Methodical and Systematic working					
	8. Promptness in Disposal					

Sr. No.	Item	V.Good	Good	Fair	Average	Below Average
		A	B	C	D	E
	9. Regularity in Attendance					
	10. Relations with Superiors					
	11. Relations with colleagues					
	12. Relations with members of public					
	13. Dependability					
	14. Capacity to get work Done					
II. General Impression						
	1. General Impression and grasp					
	2. Leadership qualities					
	3. Level of knowledge (related to the section/department)					
	4. Tech. Ability (wherever relevant)					
	5. Spl. Complementary aptitude qualities, etc. other than job requirements.					
III. Recommendations :						
	a) Administrative ability including judgement, initiative, promptness and drive.					
	b) Fitness to continue in the present post					
	c) Fitness for promotion					

Sr. No.	Item	V.Good	Good	Fair	Average	Below Average
		A	B	C	D	E
	d) Any other item not covered but which you would like to record. Please specify the aspect.					
	e) Recommendation observations of the reporting officer.					

Date : _____

Signature _____

Place : _____

Name & Designation of the
Reporting Officer

Note : Items covered by I, II, and III may not be applicable to all categories of employees and in all cases. Where assessment in respect of particular item is not necessary, the Reporting Officer should state in the column as NA (Not Applicable). Assessment has to be done in five points scale i.e. Very Good, Good, Fair, Average and Below Average.

Please mark Tick in appropriate columns to arrive at final assessment.

ANNEXURE III
(See Rules 2.5 & 4.6)

CONFIDENTIAL

University or School : _____

**Confidential Assessment and Self-Assessment Reports of Non-Teaching/
Non-Technical/Technical Employees.**

Serial No. _____

File No. _____

Year ending _____

Name: _____

Department or Office (including Section) : _____

Instructions :

1. Report should be submitted annually for the period of contract/probation as notified in Rule 2.5 b (1)
2. Report should be signed in full and dated by the Reporting Officer. His name and designation should be typed or written legibly below his signature.
3. Report should as far as possible be written in manuscript. When the report is typed for good sufficient reasons, a certificate to that effect by the Reporting Officer should be added to the report.
4. If the employee has served under the reporting authority for less than six months, the officer/s under whom he has previously served should be consulted and their opinions incorporated in the report, indicating how far the replies to the questions are based on personal knowledge and how far on reports of other officers.
5. Anything specially meritorious or adverse to the employees should be mentioned, even if not specifically provided for.

6. Severe notice will be taken of perfunctory, cryptic and incomplete and prejudicial reports.
7. All adverse/outstanding remarks should be communicated to the employee in writing.
8. The reviewing authority has right to ask justification of remarks from the reporting officer.

Personal Information

(To be filled in by the employee concerned)

Name : _____ Surname : _____

Date of Birth as recorded in
the service book/S.S.C. certificate/ : _____
School Leaving Certificate

Place of Birth : _____

Nationality and Religion : _____

Whether belongs to Scheduled
Caste/Scheduled Tribe/Nomadic : _____
Tribe/Other Backward Class etc.

Home Town : _____
(with residential address) _____

Permanent address (local) : _____

Date of joining University
Services and designation at the
Time of first appointment : _____

Intermediary position held between
Initial appointment and present
Position if any. : Position Period from

i)

ii)

iii)

Mother Tongue : _____

Languages known : _____

Qualifications and degree : _____

University : _____

Year : _____

Confidential Assessment Report regarding ability and character

Name : _____

Period of Report : _____

Post or posts held during the period of report : _____

Department / Office / Section : _____

Leave taken during the period
E.L./C.L./Other Leave : _____

Memos/Show-Cause Notices issued, if any, : _____
during the year

Performance Assessment :

Sr. No.	Item	V.Good	Good	Fair	Average	Below Average
		A	B	C	D	E
I. Technical						
	1. Industry					
	2. Application					
	3. Initiative					
	4. Neatness					
	5. Accuracy					
	6. Punctuality in work					
	7. Methodical and Systematic working					
	8. Promptness in Disposal					

Sr. No.	Item	V.Good	Good	Fair	Average	Below Average
		A	B	C	D	E
	9. Regularity in Attendance					
	10. Relations with Superiors					
	11. Relations with colleagues					
	12. Relations with members of public					
	13. Dependability					
	14. Capacity to get work Done					
II. General Impression						
	1. General Impression and grasp					
	2. Leadership qualities					
	3. Level of knowledge (related to the section/department)					
	4. Tech. Ability (wherever relevant)					
	5. Spl. Complementary aptitude qualities, etc. other than job requirements.					
III. Recommendations :						
	a) Administrative ability including judgement, initiative, promptness and drive.					
	b) Fitness to continue in the present post					
	c) Fitness for promotion					

Sr. No.	Item	V.Good	Good	Fair	Average	Below Average
		A	B	C	D	E
	d) Any other item not covered but which you would like to record. Please specify the aspect.					
	e) Recommendation observations of the reporting officer.					

Date : _____

Signature _____

Place : _____

Name & Designation of the
Reporting Officer

Note : Items covered by I, II, and III may not be applicable to all categories of employees and in all cases. Where assessment in respect of particular item is not necessary, the Reporting Officer should state in the column as NA (Not Applicable). Assessment has to be done in five points scale i.e. Very Good, Good, Fair, Average and Below Average.

Please mark Tick in appropriate columns to arrive at final assessment.

Observations of Reviewing Office on the Report
(To be filled in by the Reviewing Officer)

1. Length of service under Reviewing Officer during the period under report. : _____

2. Do you agree with the Reporting Officer or you wish to modify or add to his assessment? : _____

3. Observation of remarks to the employees and clarification from the Reporting Officer sought, if any : _____

4. Communication of remarks to the Employees and clarification from the Reporting Officer sought, if any : _____

Date : _____

Signature _____

Place : _____

Name & Designation of the
Reviewing Officer

ANNEXURE - IV
(See Rule 6.1)

H. R. SECTION

Application for Consultancy Days

1. Name _____ Empl. Code _____
2. Designation _____ Section/Unit _____
3. No. of days _____ from _____ to _____
4. Consultancy Days (52 days)
5. Address/Contact during absence of leave for the above mentioned period

6. Documents Attached _____ Approved (Yes/No) _____
7. Amount shared with University (Yes/ No) _____ Exempted (Yes/No)

Date : _____

(Signature of Applicant)

Remarks of the Head of Department

Sanctioned	Not Sanctioned
Shri/Smt./Kum. _____ may please be appointed as substitute to hold additional charge of the post of/to act at _____ during the period of leave.	Reason, if not sanctioned

Head of Department

Vice Chancellor/Dean/Registrar

Remarks of the H.R. Section

Nature of Leave	Opening Balance	No.of days taken	From	To	Closing Balance	Sanctioned/ Refused
Consultancy days						

**(Leave Record Incharge)
(HR Section)**

Registrar

.....

Received the application of Shri/Smt./Kum. _____

for _____ for _____ days from _____ to _____ on _____.

**Signature and Name of Receiver
of the Application.**

Annexure V (A)
[See Rule 7.20(b)]

**GUIDELINES FOR SETTING UP STAFF GRIEVANCES
REDRESSAL COMMITTEE**

A Staff Grievances Redressal Committee will be constituted to deal with the individual grievances of employees belonging to the non- academic category. The Staff Grievances Redressal Committee will observe the following guidelines:

1. This committee will entertain complaints and grievances from individual employees and normally no collective complaints shall be entertained. However, in exceptional circumstances, collective complaints /grievances affecting a section of employees may also be entertained by the Committee.
2. The complainant shall have to submit his/her complaint / grievance in writing.
3. The complainant shall address the complaint / grievance to the Registrar and submit the same to the Deputy Registrar (HR & Personnel). In case, the complainant is against the Deputy Registrar (HR & Personnel), the same shall be sent by the complainant to the Registrar, directly.
4. The complainant shall attach copies of all documents which he/she deems necessary to support his/her complaint.
5. Every complaint which is received will be entered in a register and serially numbered and scrutinized by the HR Department.
6. All such complaints shall be placed before the Staff Grievances Redressal Committee by the HR Department along with office note.
7. The complainant and the respondent shall personally remain present before the Staff Grievances Redressal Committee. In the event, the complainant and respondent is not present, the Committee shall be free to take ex-parte decision and this shall be binding on the complainant.

8. After hearing the complainant and examining the evidence placed before it, the Staff Grievances Redressal Committee shall take its decision and recommend the same to the Managing Committee for approval.
9. Final decision will be communicated by the HR Department to the aggrieved employee soon after the recommendation of the Committee is approved by the Vice Chancellor.
10. The complainant will have an option to appeal to the appellate authority against the decision on his/her grievance within two weeks of receiving the same. The Chancellor shall be the appellate authority in all cases.
11. The decision of the appellate authority shall be final and binding. No appeal shall lie against the decision of the appellate authority.
12. The Staff Grievances Redressal Committee will meet at least once in three months and may meet as often as required.

The composition of Staff Grievances Redressal Committee will be as follows:

1. Registrar - Convener
2. Finance Officer - Member
3. Dean Concerned - Member
4. Representative of Union of Employees - Member
5. Dy. Registrar (H.R.) - Member Secretary

In each of the campuses, Local Grievance Redressal Committee will be established to address the grievances at the campus level. The constitution of the Committee be decided by Managing Committee as per the procedure.

ANNEXURE – V (B)
[See Rule 7.25(b)]

FORM OF APPOINTMENT OF INQUIRY AUTHORITY / OFFICER

As it has been decided to hold a Departmental inquiry into the conduct of Shri_____ on the charge(s) mentioned in the margin, an Authority/Officer consisting Shri_____ (Designation) _____ is appointed to hold the inquiry in accordance with the prescribed procedure. A proforma in which the charge sheet is to be served on Shri_____ is attached _____
_____ Shri _____ is requested to see that they/he complete/s the inquiry and submit/s their/his report expeditiously and in any case on or before _____.

Place :

Competent Authority

Date :

ANNEXURE – V (C)
[See Rule 7.25(c)]

FORM OF CHARGE SHEET

I, (Name and Designation) _____ appointed Inquiry Authority/Officer by the order issued by _____
_____ under his No. _____ of _____
_____ to hold a Departmental Inquiry into your conduct do hereby charge you (Shri _____) as under :-

(1)

(2)

etc.

2. A statement of allegations on which the charges are based is attached herewith. A list of documents and of the witnesses by which each article of charge is proposed to be sustained is also enclosed.

3. You are called upon to put in your written statement of defense along with such documents as you intend to rely on in your defense in answer to the above charges within _____ days from the date thereof and to state at the same time whether you desire to be heard in person. If you desire to examine any witness in your defense, you are called upon to furnish at the same time the names and addresses of your witnesses. On your failure to put in your statement to furnish the names and addresses of your witnesses within the time allowed to you, it will be presumed that you do not wish to make a statement or to furnish the names and addresses of any witnesses.

4. You are further called upon to state why the above charges or any of them, if held proved, should not be considered as good and sufficient ground for imposing upon you anyone of the penalties specified in the Rule 7.24 of the SVKM's NMIMS University. Any representation that you may make with regard to the action taken against you would be considered by the competent authority before the final order of punishment is passed. You may, if you so desire, apply for copies of the relevant documents

ANNEXURE – V (D)
[See Rule 7.31]

FORM OF SUSPENSION ORDER

Shri _____ is hereby informed that the charge(s) of (1) _____ (2) _____ (3) _____ etc. has been proved prima facie.

2. Shri _____ is hereby suspended under the provisions of Rule 7.31 of SVKM's NMIMS University with effect from _____ pending further investigation in the matter. He should hand over the charge of his post as directed by his superiors.

Registrar

ANNEXURE VI

WOMEN GRIEVANCE REDRESSAL CELL (WGRC)

1. SHORT TITLE AND COMMENCEMENT

- (i) These Directions shall be called SVKM's NMIMS University's Women Grievance Redressal Cell (Prevention of Sexual Harassment) Directions, 2009.
- (ii) These Directions shall come into force from the date of issuance thereof.

2. EXTENT AND APPLICATIONS OF THE DIRECTIONS

- A. These Directions extend and apply to all the students and employees of the campus, off-campus, schools, departments and faculties of the SVKM's NMIMS University. These Directions also extend and apply to all the offices and authorities of the SVKM's NMIMS University.
- B. These Directions will apply to all cases and/or complaints or allegations of sexual harassment :
 - (i) By a student against a co-student, an employee;
 - (ii) By an employee against a student, another employee;
 - (iii) By a member of the management against a student or an employee.
- C. These Directions will also apply in respect of all cases and/or allegations of sexual harassment :
 - (i) By a student, employee or member of the management against a third party or an outsider;
 - (ii) By a third party or an outsider against a student, employee.

Explanation : The applicability of these Directions will be irrespective of whether the alleged sexual harassment has taken place within or outside the University or its schools or its off-campus.

3. DEFINITIONS

- A. **“Cell”** means Women Development Cell constituted under the provisions of these Directions.
- B. **“Campus”** means main campus of the University.
- C. **“Employee”** means every person in the employment of the University to which these Directions are applicable, including any teaching/non-teaching staff or officers, temporary, part-time, honorary and visiting persons, adjunct faculty engaged in any duties by whatever designation called and also employees employed on a leave vacancy, casual or project basis or also employed through a contractor.
- D. **“Expert”** means any person who has done or is engaged in research work in any University and/or college/institution of academic learning/deemed universities and such others who are engaged in the country or outside in the field of Women’s Studies or Gender Justice.
- E. **“Management”** means and includes the trustees or the managing or governing body, by whatever name they may be called, of Shri Vile Parle Kelavani Mandal Trust registered under the Bombay Public Trust Act, 1950 (Bom xxix of 1950) and society registered under the Societies Registration Act, 1860 (XXI of 1860), under whose management the University is functioning and any officer or member of the Authority of the University as defined in the Rules of the SVKM’s NMIMS University.
- F. **“NGO”** includes any non-governmental organization operating on a secular non-profit basis and involved in the amelioration of the status of women and children, duly registered under the Bombay Public Trust Act, 1950 (Bom xxix of 1950), or any society registered under the Societies Registration Act, 1860 (21 of 1860).
- G. **“Off-Campus”** means campus established by the University outside Mumbai for conducting its courses or for research.
- H. **“School”** means school established by the University for conducting its courses or for research.

- I. **“Sexual Harassment”** includes such unwelcome sexually determined behaviour (whether directly or by implication) as :
- (i) Physical contacts and advances;
 - (ii) A demand or request for sexual favours;
 - (iii) Sexually coloured remarks;
 - (iv) Showing pornography;
 - (v) Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

Explanation : “Sexual Harassment” shall include, but will not be confined to the following :

- (i) When submission to unwelcome sexual advances, request for sexual favours and verbal or physical conduct of a sexual nature are made, either explicitly or implicitly, as a term or condition for instruction, employment, participation or evaluation of a person’s engagement in any university activity.
- (ii) When unwelcome sexual advances and verbal, non-verbal or physical conduct such as loaded comments, remarks or jokes, letters, phone-calls or e-mails, gestures, showing of pornography, lurid stares, physical contact or molestation, stalking, sounds or display of a derogatory nature have the purpose or the effect of interfering with an individual’s performance or of creating an intimidating, hostile or offensive university environment.
- (iii) Where any form of sexual assault is committed where a person uses the body or any part of it or any object as an extension of the body in relation to another person without the latter’s consent or against that person’s will, and

When any such conduct as defined in (i) and (ii) above is committed by a third party or outsider in relation to a member of the University’s community or vice versa.

- J. **“Student”** includes any person who is enrolled for any course, whether by attendance or by distance education, with the University to which these Directions are applicable and includes –

- (i) an Under-graduate/Post-graduate student, a Research Scholar and a Repeater;
- (ii) any person, student or ex-student who has been permitted the use of any of the facilities of the University such as library, laboratory, reading room, gymkhana etc. on the payment of a fee or otherwise.

K. **“University”** means SVKM’s NMIMS (Deemed University u/s 3 of the UGC Act, 1956).

4. AIMS AND OBJECTS OF THE UNIVERSITY WOMEN GRIEVANCE REDRESSAL CELL (UWGRC)

The objects of the Cell shall be :

- (i) To prevent sexual harassment and to promote the general well-being of female students, teaching and non-teaching women staff of the University.
- (ii) To provide appropriate working conditions in respect of work, leisure, health and hygiene to further ensure that there is no hostile environment towards women at work places and that no women employee has reasonable grounds to believe that she is disadvantaged in connection with her employment.
- (iii) To provide guidelines for the redressal of grievances related to sexual harassment of female students, teaching and non-teaching women staff of the University.

5. DUTIES OF THE UNIVERSITY

- (i) In case of sexual harassment in any of the premises of the University, active assistance shall be provided to the complainant by the University to pursue the complaint and the safety of the complainant shall also be ensured.
- (ii) The University shall provide all the necessary assistance for the purpose of ensuring full, effective and speedy implementation of these Directions.

6. A. COMPOSITION OF THE UNIVERSITY WOMEN GRIEVANCE REDRESSAL CELL (UWGRC)

- (i) The Cell shall consist of at least five members and not more than seven members, and not less than half of its members should be women.
- (ii) The Chancellor shall nominate members for the Cell.
- (iii) While constituting the Cell, representation may be given to the representatives of teaching staff and non-teaching staff of the University.
- (iv) There shall be one member representing NGO's, nominated by the Chancellor.
- (v) A person having legal background shall be ex-officio member to be nominated by the Chancellor.
- (vi) The Chancellor shall appoint a Chairperson and a Secretary from amongst the members of the Cell. The Chairperson should be a woman.
- (vii) In absence of the Chairperson, Vice Chancellor shall suggest Acting Chairperson of the particular meeting.
- (viii) The Cell shall also perform the role as "Complaint Committee".

B. THE TERM OF THE OFFICE OF THE CELL

- (i) The term of office of the Cell shall be for three years. In case of any vacancy occurring in the Cell, it shall be filled in for the remainder of the term of office of the Cell by the Chancellor.
- (ii) The names of the members of the Cell, along with their contact places and telephone numbers shall be displayed at all times in a conspicuous place of the main notice board of each of the University premises.

C. QUALIFICATIONS OF THE MEMBERS OF THE CELL

- (i) A person shall be disqualified for being appointed, elected, nominated or designated as, or for being continued as a member of the Cell if there is any complaint or serious criminal charges involving moral turpitude pending against him/her or if he is found guilty of sexual harassment.
- (ii) If a member of the Cell remains absent without permission of the Chairperson for three consecutive meetings, his/her office shall thereupon become vacant and it shall be filled up by the Chancellor.

A member of the Cell, not being a member ex-officio, may resign at any time by tendering her/his resignation in writing to the Chairperson and such person shall be deemed to have vacated her/his office and as soon as the Chairperson accepts the resignation, the same shall be filled in accordance with the composition as mentioned in 6. A.

7. POWERS AND DUTIES OF THE UWGRC

- (i) To ensure implementation of these Directions as may be laid down in the University and other constituents to which it is applicable.
- (ii) To process individual grievances concerning sexual harassment in the University departments/Administration/Authorities and to recommend suitable action in the manner and mode particularly provided hereafter.
- (iii) To exercise such other powers and perform such other duties as may be conferred or imposed on it by or under these Directions.
- (iv) To do all such acts and things as may be necessary to carry out the objects of these Directions.

8. MEETINGS OF THE CELL

- (i) The Cell shall meet at least twice every academic year and the intervening period between two meetings shall not exceed six months.
- (ii) The Chairperson of the Cell can call a Special Meeting at any time upon the written request of not less than one third of the total number of members of the Cell, on a date not later than fifteen days after the receipt of such requisition by the Chairperson.
- (iii) The quorum for any meeting of the Cell shall be one third of its members. If the quorum is not present at any meeting, it shall be adjourned for half an hour and proceed with those who are present and the proceedings of such a meeting shall not be challenged on the ground of absence of quorum.

9. PROCEDURE FOR INVESTIGATION OF COMPLAINTS

- (i) Any woman employee/female student of the University Departments/Schools/Administration/Authority shall have the right to lodge a complaint with any of the members of the Cell.
- (ii) Such complaints may be oral or in writing.
- (iii) Any complaint in writing shall be signed by the person making the complaint. If the complaint is oral the same shall be documented in writing in detail by the Cell member to whom the complaint is made and shall not be acted upon till signed by the complainant. A Complaint Register shall be maintained by the Complaints Committee. It should be a confidential document.
- (iv) The complainant shall be afforded full confidentiality at this stage.
- (v) In the event of the complaint being made to any member of the Cell, immediately upon receipt of the complaint, and within not more than ten working days, the member of the Cell to whom the complaint is made, shall communicate the same to the Chairperson of the Cell. However, if the complainant so desires, her name shall be kept confidential and shall not be divulged except to the Cell.

- (vi) Within a period of three weeks from the date of such communication, the Chairperson shall convene its meeting.
- (vii) At the first meeting, which shall be held within three weeks of the receipt of the complaint, the complainant or at her request her representative, shall be heard. If a woman complainant specifically expresses a desire that she be allowed to depose in the presence of only women members of the Cell, the Cell shall hear the said complainant after the male members have withdrawn from the hearing. However, the complaint shall not be finally disposed off until after the male members of the Cell attend and participate in the decision making process. The Cell shall then decide whether the complaint deserves to be proceeded with. The complaint shall stand dropped, if according to the Cell, the complainant has not been able to disclose prima facie, an offence of sexual harassment.
- (viii) In case, the Cell decides to proceed with the complaint, the wishes of the complainant shall be ascertained and if the complainant wishes that a warning would suffice, then the alleged offender shall be called to the meeting of the Cell, heard and if so satisfied that a warning is just and proper, it be recommended to the Vice Chancellor that he may be warned about his behaviour. The matter shall then be treated as concluded with a recording, to that effect, made in the Complaint Register. With acceptance of the recommendation by the Vice Chancellor, he be warned about his behaviour and necessary note be made into the Service Book of the employee/Record of the student including the Migration Certificate. The Cell should verify compliance of the action taken.
- (ix) However, before proceeding with the enquiry, the Cell shall decide whether the delinquent deserves to be placed under suspension or prohibited from entering the premises pending enquiry, keeping in mind the nature and gravity of the misdemeanour complained of. In case the Cell comes to the conclusion that such an action is necessary, it shall recommend to the Vice Chancellor accordingly.
- (x) The Cell shall accord fair and reasonable opportunity to the delinquent to defend himself and shall ensure observance of the principles of natural justice.
- (xi) If the complainant wishes to proceed with the complaint beyond a mere warning to the delinquent, the delinquent shall be given in writing by the Cell

an opportunity to explain within two weeks; why he should not for good and sufficient reasons be treated as guilty of his behaviour and be not recommended to be punished for the act complained of. If the written explanation of the delinquent is not found to be satisfactory or if he does not provide any written explanation, the Cell shall recommend at the outset whether the offence deserves a minor or a major penalty.

- (xii) In the event of the Cell coming to a decision that the delinquent be imposed a minor penalty, a specific minor penalty shall be recommended by the Cell to the Vice Chancellor who shall then expeditiously act on such recommendation.

10. PROTECTION AGAINST VICTIMIZATION

- (i) In the event of the complainant being a student and the accused being a teacher, during the pendency of the investigation and inquiry and even after such an enquiry if the teacher is found guilty, the accused shall not act as an examiner for any examination for which the student appears.
- (ii) In the event of the complainant and the accused both being employees, during the pendency of the investigation and inquiry, even after such an inquiry, if the accused is found guilty, the accused shall not write the Confidential Reports of the complainant, if he is otherwise so authorized.

11. PENALTIES AND PUNISHMENT FOR SEXUAL HARASSMENT

The Cell may recommend the following penalties on a person found guilty of sexual harassment :

- A. An employee found guilty of sexual harassment shall be liable to receive the following penalties:

Minor Penalties :

- (i) Warning, Reprimand or Censure
- (ii) Fine
- (iii) Withholding of increments or promotion

- (iv) Reduction to a post in the lower pay-scale or to a lower stage of increment in his own pay-scale.

Major Penalties:

- (v) Compulsory retirement
- (vi) Termination of service
- (vii) Removal/dismissal from service

B. A student found guilty of sexual harassment shall be liable to receive the following penalties:

Minor Penalties:

- (i) Warning
- (ii) Written Apology
- (iii) Bond of good behaviour
- (iv) Debarring entry into a hostel/campus/off-campus
- (v) Suspension for a specified period of time
- (vi) Withholding results.

Major Penalties

- (i) Debarring from examinations for a specified period of time
- (ii) Expulsion from university

The University shall decide whether the person against whom a complaint of sexual harassment is made should be placed under suspension. An employee placed under suspension shall be entitled to subsistence allowance at the rates as applicable under the rules of discipline.

The University may direct that the person against whom a complaint of sexual harassment is made, be prohibited from entering the premises of the University during the pendency of the matter before the Committee.

**NOTWITHSTANDING ANYTHING MENTIONED HERE IN
THE RULES ARE SUBJECT TO CHANGE AS MAY BE
DECIDED BY THE BOARD OF MANAGEMENT FROM
TIME TO TIME.**