

## **MANAV RACHNA UNIVERSITY (SERVICE CONDITIONS FOR TEACHING STAFF) REGULATIONS, 2019**

In pursuance of the provisions under Section 33(1) of the Haryana Private Universities Act, 2006, the Board of Management of the Manav Rachna University hereby makes the following Regulations relating to the manner of appointment terms and conditions of services of teachers / academic staff appointed by the University.

### **1. SHORT TITLE AND APPLICATION**

- 1.1 This Regulations may be called the Manav Rachna University (Service Conditions for Teaching Staff) Regulations, 2019
- 1.2 They shall come in force from the date of approval of the Board of Management.
- 1.3 They shall apply to teachers which shall include Professors, Associate Professors, Assistant Professors, Librarian and such other post of the University as may be treated at par with teachers by the Board of Management.
- 1.4 The term and condition and the services of teachers appointed by the University shall be those as embodied in the Agreement which every teacher of the University appointed on regular basis shall be required to enter into.

### **2. DEFINITIONS**

Words and expressions used in these Regulations shall have the meanings assigned to them in the Act, Statutes and Ordinance of Manav Rachna University, unless the context otherwise requires.

### **3. RECRUITMENT**

- 3.1 Subject to the fulfillment of the eligibility requirements as prescribed by the Regulatory bodies for the teaching posts (Professor, Associate Professor and Assistant Professor) and other academic staff shall be filled by direct recruitment through open advertisement and selection on the basis of merit by duly constituted selection committee set up under the Clause 22 (i) (c) of the Manav Rachna University (First) Statutes, 2016. The appointments shall be made by the Board of Management on the recommendations of the Selection Committee.
- 3.2 Appointments may also be made on the recommendation of a Selection Committee for a particular post by considering the candidature in absentia in any special case.

### **3.3 RESERVATIONS**

There will be no reservation of any kind for recruitment of teachers.

### **4. MEDICAL FITNESS**

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

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

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

#### 5. VERIFICATION OF CHARACTER AND ANTECEDENT OF EMPLOYEES

The Character and antecedents of every employee on his/her first entry into service of the University may be got verified immediately from the District Magistrate concerned and his continuance in the University shall be conditional to his good character and antecedents.

#### 6. JOINING TIME

The joining time for teaching and academic posts shall be according to the time period mentioned in the Offer of Appointment. However, in exceptional cases it can be extended up to maximum of 6 months by the Vice Chancellor.

#### 7. DECLARATION OF AGE

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

#### 8. WHOLE TIME OF AN EMPLOYEE

8.1 Unless otherwise expressly provided for, the whole time of a teacher /Academic staff shall be at the disposal of the University and he shall serve the University in such capacity and in such a manner and at such places as he may, from time to time, be directed by the University. This Clause shall not be applicable to Visiting / Guest faculty appointed for short duration.

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

#### 9. PAY AND ALLOWNCES

9.1 The teachers appointed by the University shall be in the cadres, i.e. Professor, Associate Professor, or Assistant Professor in so far as they take part in the teaching in the University and shall, except in case of re-employed teachers, be paid salaries on such pay scales or at such stage of such pay scales and allowances, as the Board of Management may adopt or decide from time to time.

#### 9.2 INCENTIVES FOR HIGHER QUALIFICATIONS

Incentives for higher qualifications shall be admissible at the time of recruitment as Assistant Professor or subsequently on acquiring higher qualification during service in the Institution in consonance with guidelines issued by the UGC/ AICTE and approved by the Board of Management.

#### 10. ANNUAL INCREMENTS

10.1 An annual increment shall be granted to each teacher/ Academic Staff as a matter of course from the 1<sup>st</sup> day of the month of the July every year, provided he has completed service of 12 months unless it is withheld. If a

teacher joins on such date that he does not complete 12 month on 1<sup>st</sup> day of the month of July falling immediately after his joining but has completed minimum of 10 month of service he shall be considered for grant of annual increment from the 1<sup>st</sup> day of the month of July. In case an employee joins the service in October onwards he shall be considered for grant of annual increment from 1<sup>st</sup> day of July in the subsequent year. However, if an employee has entered in to the service of the university during January to March of the year, he shall be granted annual increment from the 1<sup>st</sup> day of January every year. The employee joining service in month of April shall be considered for grant of annual increment from 1<sup>st</sup> day of January in the subsequent year but shall also be paid arrears from the month in which he has completed 12 months from the date of joining.

10.2 An increment may be withheld if his conduct has not been good and his performance has not been satisfactory, in the opinion of the appointing authority. No increment shall, however, be withheld without assigning the specific reasons in writing and without following the procedure laid down in this regard. A teacher/Academic staff shall have the right to appeal to the Board of Management against the decision to withhold his annual grade increment.

10.3 The following services in the stages of fulltime scale shall count for increment:

- (i) Period of duty
- (ii) All kinds of leave other than extraordinary leave
- (iii) Service in another post, other than the post carrying less pay, whether in substantive or officiating capacity.

## 11. CAREER ADVANCEMENT SCHEME (CAS)

11.1 The Assistant Professors and Associate Professors shall be eligible for the benefit under Career Advancement Scheme on the basis of Performance Based Appraisal System (PBAS) and as per the norms / guidelines laid down by the AICTE / UGC, approved by the Board of Management of the University.

11.2 The Selection Committee for promotion to the post of Associate Professor / Professor shall be the same as that for direct recruitment. For promotion from Associate Professor to the post of Professor, the following methods of promotion shall be followed:

The candidates shall present himself before the selection committee with the following:

- (a) Self-appraisal reports.
- (b) Research contribution/books/articles published;
- (c) Research and Consultancy Project handled;
- (d) Any other academic contributions.;  
(These sets of the best three written contributions of the teacher (as defined by him/her) shall be submitted by the candidate in advance along with the application;
- (e) Records of seminars/conferences attended;
- (f) Contribution to teaching or academic environment, institutional or corporate life;
- (g) Extension and field outreach activities.

## 12. COUNTING OF PAST SERVICES FOR CAS

12.1 Previous service, if any, without any break as an Assistant Professor or equivalent in a university, college, national laboratory or other scientific organizations, e.g. CSIR, ICAR, DRDO, UGC, ICSSR, ICHR, as a UGC research scientist and also the services of any person from profession on the recommendation of Equivalence Committee, shall be counted for CAS provided that-

- 12.1.1 The post had an equivalent grade/scale of pay as that of an Assistant Professor in the University.
- 12.1.2 The qualifications for the post were not lower than the qualification prescribed by the University for the Post of Assistant Professor.
- 12.1.3 The concerned Assistant Professor possesses the minimum qualification prescribed by the University for appointment as Assistant Professor..
- 12.1.4 The post at which he is currently working in the University was filled in accordance with the prescribed selection procedure as laid down by the University.
- 12.1.5 The appointment was not ad-hoc, visiting or against a leave vacancy of less than one year's duration. Ad-hoc service of more than one year's duration can be counted provided that:
  - (a) the incumbent was appointed on the recommendation of a duly constituted selection committee; and
  - (b) The incumbent was selected to the permanent post in continuation to the ad-hoc service without any break.

### 13. PERIOD OF PROBATION AND CONFIRMATION

- 13.1 Every teacher/Academic staff appointed against a regular post shall be on probation on such post for a period of twelve months.
- 13.2 In case of a teacher / Academic staff appointed on probation, the appointment may be terminated by one month's notice or by payment of a sum equivalent to one month's salary by either party choosing to terminate the appointment, without assigning any reason.
- 13.3 During the period of a probation, if a teacher is found unsuitable for holding that post or has not completed his period of probation satisfactorily, the appointing authority may in case of a teacher appointed by direct recruitment , terminate his services in the University by giving one month's notice or paying him one month's salary in lieu of one month notice or unexpired portion thereof, or
- 13.4 On satisfactory completion of the period of probation, a teacher / Academic staff shall be eligible for confirmation on that post subject to the condition laid down in these Regulations.
- 13.5 The services of a teacher may be terminated by the Board of Management on the recommendation of the Vive-Chancellor, without giving any notice period, after giving ample opportunity to explain his case, if he is found guilty of moral turpitude/gross misconduct amounting to insubordination/ criminal breach to trust/causing disrepute to the University or any act or conduct detrimental to the interest of University.
- 13.6 The services of a teacher can also be terminated in accordance with the terms and conditions laid down in his letter of appointment or any subsequent appraisal letter.

### 14. SENIORITY

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

- (i) The seniority of the direct recruited teacher/ Academic staff shall be determined by the order of merit in which they are selected for such appointments on the recommendation of the Selection Committee. Persons appointed as a result of an earlier selection being senior to those appointed as result of subsequent selection.
- (ii) Where two or more teachers are selected at the same time for appointment, seniority shall be determined based on their merit given by the selection committee provided that the date of joining in case of a teacher who has been ranked higher in merit is not later than 3 months from the date of issue of the appointment letter to him.
- (iii) Where no ranking has been indicated by the selection committee and two or more teachers join on one and the same date;
  - (a) In case where such teachers are appointed from a lower post their seniority shall be determined according to their *inter-se* seniority in the lower post, and

- (b) In other case, the seniority shall be determined according to age of the person; the person older in age shall be deemed senior.
- (iv) Save in the cases covered by sub-clauses (i) and (ii). seniority shall be determined according to the date of joining of the teacher concerned
- (v) *Inter se* seniority of direct recruits vis-a-vis Promoted under CAS:  
All direct recruits/appointees (teacher/Academic Staff) shall be treated at par with those promoted under Career Advancement Scheme (CAS). However, the teachers promoted under CAS shall be placed in between the direct recruits as per their date of promotion on the post. In the situation a direct appointee teacher/academic staff and the one promoted under CAS joins on the same date, the direct appointee teacher/ academic staff shall be senior to the one promoted under CAS.

## 15. RESIGNATION

Subject to the acceptance of resignation by the competent authority, a teacher/ academic staff may, resign from the service of the University by giving in writing a notice of appropriate period as per the terms and conditions of his letter of appointment to the Board of Management/ Appointing Authority or by paying salary for the said period in lieu thereof: provided that such resignation shall take effect only from the date on which the resignation is accepted by the Board of Management/ the Appointing Authority.

## 16. SUPERANNUATION AND EXTENSION IN SERVICE / RE-EMPLOYMENT OF TEACHERS

- 16.1 Teachers in the permanent whole time service of the University shall retire on superannuation on completing the age of 65 years. While a teacher whose date of birth falls on any day other than the first day of the month, shall retire on superannuation on the last day of that month and those, whose date of birth is the first day of the month, shall retire on the last date of the previous month.
- 16.2 The Board of Management, on the recommendation of the Vice-Chancellor may grant extension in service or reemploy a distinguished superannuated Professor on contractual basis after he has attained the age of 65 years for a suitable period according to the guidelines framed by the UGC up to the age of 70 years, if the Board of Management is satisfied that the service of the such teacher are required in the interest of the University.
- 16.3 Subject to the provision of sub clauses (2), the term and conditions of services of a re-employed teacher including his salary and other benefits admissible to him (except leave) will be in accordance with the guidelines prescribed by the Board of Management. from time to time.

## 17. LEAVES RULES

Leaves rules, as laid down in the MRU (Leave) Regulations shall be followed for University teachers/Academic staffs.

## 18. LIEN AND DEPUTATION

The appointing authority may allow an employee of the university to be on deputation to an outside agency on such terms and conditions as mutually agreed upon between the University and the borrowing organization.

## 19. PERFORMANCE APPRAISAL

- 19.1 The performance appraisal including self assessment of Teachers as per UGC guidelines shall be in the Performa as approved by the Board of Management. Performance appraisal shall be a mandatory part of the career advancement scheme.

19.2 The performance appraisal report shall be submitted to the reviewing and accepting authorities through his reporting officer by the Teacher at the end of the academic year.

#### 20. CODE OF PROFESSIONAL ETHICS

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

#### 21. VACATION

21.1 Vacation will be of such duration and dates as notified in the academic calendar of the University every year.

21.2 Teaching staff of the University and any other staff declared as "Vacation staff" shall be entitled to avail the vacations. However, the teaching/ Academic staff on probation shall not be entitled to vacations, till they are confirmed.

21.3 Vacation staff cannot automatically avail of the vacation. In case the exigencies so demand, any member of vacation staff can be called for duty during vacation. In such case leave at 1/2 of the period during which he is asked to work during the vacation, will be credited to his leave account as Earned leave.

#### 22. COMPULSORY DEDUCTIONS

No deduction of any kind shall be made from the salary of a teacher except the deduction mutually agreed between the teacher and the Management.

#### 23. SPECIAL PROVISION FOR EXISTING EMPLOYEES

23.1 Every teacher holding a regular post in the University at the time of notification of this Regulation, shall, be deemed to have been appointed under the provisions of this Regulation and will be required to sign the agreement as prescribed, in case he intends to continue.

#### 24. RECORD OF SERVICE

There shall be a personal file of every teacher/ Academic staff in which all papers, records and other documents relating to his service in the University shall be placed. A leave account showing the complete record of all kinds of leave (except casual leave) earned and availed of by him and the balance of leave at his credit shall be maintained separately.

#### 25. TRAVELLING AND DAILY ALLOWNCES ETC.

Teachers shall be entitled to traveling and daily allowance etc according to the provisions applicable to employees of the University as notified from time to time.

#### 26. GRATUITY

The teachers/academic staff of the university shall be entitled to gratuity after rendering continuous services for not less than five years in the university, subject to other provisions /conditions under payment of Gratuity Act, 1972.

#### 27. RESIDUARY CONDITIONS OF SERVICE & REMOVAL OF DOUBTS

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

28. In these Regulations, wherever, the word 'he' and 'his' are mentioned, the same shall be read as 'she', 'her' and herself in case of female candidate.