



**Mahindra™**  
**University**

Global Thinkers. Engaged Leaders.

## **Service Rules**

**Version 1.0**

## Foreword:

Mahindra University (MU) is an institute with its foundations laid on the **RISE** principle of the Mahindra Group and is persistently striving to produce the same from its students and staff. As an academic institute MU does not only mentor new age learning professionals but also aspires to safeguard its staff both professionally and occupationally. A conducive work environment is created to ensure a career-oriented stance for effective delivery of services by both teaching and non-teaching staff.

Formulation of different policies, committees, cells, etc. guarantees MU's employees' all-round well-being and in return, the employees give their best to support the University achieve its goals and aspirations and also as individuals in the institute's endeavor to serve the society at large.

Every organization has its essential work structure and expectations from its employees to achieve its goals. While empowering the employees with ample freedom to work (less interference), some definite guidelines for proper functioning are also called for.

This document apprises certain general aspects on work ethics, benefits and facilities, which can be availed and enjoyed by all as proud employees of MU.

### **Disclaimer:**

These Service Rules are not an employment contract or an assurance of continued employment. The University may change without notice any statement concerning rules, policies, procedures, benefits, or other matters stated here in this document.

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## 1. INTRODUCTION:

*Service Rules* sets out the principles, policies, and procedures relevant to the functions of the Faculty and Staff of Mahindra University (MU). This document provides convenient, transparent, and user-friendly access to our University policies, procedures, standards and associated documents.

This document is designed as an informational document. The information contained herein supersedes all previously published policies followed and pursued by MU and is subject to change at the discretion of the University Administration. University policies and procedures, which may be updated and approved subsequent to the publication of this document, will take precedence over the contents of this Service Rules. To ensure that you have the most current information, you may write to the Office of Human Resources at [hr@mahindrauniversity.edu.in](mailto:hr@mahindrauniversity.edu.in)

## 2. PERSONAL (HR) POLICIES

### 2.1 LEAVE RULES FACULTY

#### 2.1.1 CASUAL LEAVE (CL)

- (i) Total Casual leave available to a Faculty is a maximum of 8 days in a calendar year.
- (ii) CL cannot be combined with any other kind of leave.
- (iii) CL should not be granted for more than 3 days at a stretch at any time, except under special circumstances.
- (iv) Casual leave cannot be carried over to the next calendar year.
- (v) Saturdays, Sundays, and holidays, whether intervening, prefixed or sufficed, shall not be counted as Casual Leave.

#### 2.1.2 SPECIAL CASUAL LEAVE

- (i) Special casual leave, not exceeding ten days in an academic year may be granted to teaching faculty.
  - (a) To serve as examiners/members e.g. PhD theses or laboratory examinations/ of a recognized university/Public service commission/ board of examination as a question setter, staff selection/ promotion committees, or other similar institutions/ etc. of another recognised organization/institution.
  - (b) To inspect academic institutions affiliated to a statutory board etc.

#### 2.1.3 DUTY LEAVE

- (i) Duty leave may be granted for:
  - (a) Attending conferences, congresses, symposia and seminars on behalf of the university or with the permission of the university.
  - (b) Delivering lectures in institutions and universities at the invitation of such institutions or universities received by the university, and accepted by the Vice Chancellor.

- (c) Working in another Indian or foreign university, any other agency, institution or organization, when so deputed by the university.
- (d) Participating in a delegation or working on a committee appointed by the Government of India, State Government, a University Grants commission, a sister university or any other academic body, and for performing any other duty for the university.
- (ii) The duration of leave should be such as may be considered necessary by the approving authority on each occasion.
- (iii) The leave may be granted on full pay. Provided that if the faculty receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he/she may be approved duty leave on reduced pay and allowances as decided by the VC.
- (iv) Duty leave may be combined with earned leave, half pay leave or extraordinary leave.

#### **2.1.4 EARNED LEAVE**

- (i) Earned leave is admissible to a faculty who does not avail vacation i.e. winter vacation and summer vacation.
- (ii) Earned Leave at a Ratio of 1:2 (1 earned leave for 2 working days) will be credited to faculty, working during vacation period. This, however, will require approval of HOD and Dean of relevant School.
- (iii) Accumulated earned leave of a teaching faculty shall not exceed beyond 300 days. Maximum earned leave that can be taken by a faculty at a time shall not exceed 60 days. Earned leave exceeding 60 days may, however, be approved under special circumstances e.g. for higher study, or deputation on training, or medical leave as recommended by the attending doctor/hospital.
- (iv) When a teaching faculty combines vacation with earned leave, the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on average pay, which may be included in the particular period of leave.

#### **2.1.5 HALF-PAY LEAVE**

Half-pay leave admissible to a permanent faculty shall be 20 days for each completed year of service. Such leave may be granted on the basis of medical certificate from a registered medical practitioner, for personal work or for academic purposes.

#### **2.1.6 COMMUTED LEAVE (MEDICAL LEAVE)**

Commuted Leave, may be granted on the basis of medical certificate from a registered medical practitioner to a permanent faculty subject to the following conditions:

- (i) Number of leave days to be allowed is 10 days in an academic year.
- (ii) This leave can be approved in absence of availability of any other leave in his/her account.

#### **2.1.7 EXTRAORDINARY LEAVE**

- (i) A permanent faculty may be granted extraordinary leave when
  - (a) No other leave is admissible; or
  - (b) No other leave is admissible and the faculty applies in writing for the grant of extraordinary leave.

- (ii) Extraordinary leave shall always be without pay and allowances. Extraordinary leave shall not count for increment except in the following cases:
  - (a) Leave taken on the basis of medical certificates
  - (b) Cases where the Vice Chancellor is satisfied that the leave was taken due to causes beyond the control of the faculty, such as inability to join or rejoin duty due to civil commotion or a natural calamity, provided the faculty has no other kind of leave to his credit
  - (c) Leave taken for pursuing higher studies and Leave granted to accept an invitation to a teaching post or fellowship or research-cum-teaching post or on assignment for technical or academic work of importance.
- (iii) Extraordinary leave may be combined with any other leave except casual leave and special casual leave, provided that the total period of continuous absence from duty on leave (including periods of vacation when such vacation is taken in conjunction with leave) shall not exceed three years except in cases where leave is taken on medical certificate. The total period of absence from duty shall in no case exceed five years in the full working life of the individual.

#### **2.1.8 LEAVE NOT DUE**

- (i) Leave not due, may, at the discretion of the Vice Chancellor, be granted to a faculty for a period not exceeding 360 days during the entire period of service, out of which not more than 90 days at a time and 180 days in all may be approved on the basis of medical certificate. Such leave shall be debited against the half pay leave earned by him/her subsequently.
- (ii) 'Leave not due' shall not be granted unless the Vice Chancellor/registrar is satisfied that as far as can reasonably be foreseen, the faculty will return to duty on the expiry of the leave and earn the leave granted.
- (iii) A faculty to whom 'leave not due' is granted shall not be permitted to tender his/her resignation from the service so long as the debit balance in his/ her leave account is not wiped off by active service, or he/she refunds the amount paid to him/her as pay and allowances for the period not so earned. In a case where retirement is unavoidable on account of reason of ill health, incapacitating the faculty for further service, refund of leave salary for the period of leave still to be earned may be waived by the Board of Management.

Provided further, that the Board of Management may, in any other exceptional cases waive, for reasons to be recorded, the refund of leave salary for the period of leave still to be earned.

#### **2.1.9 STUDY LEAVE**

- (i) Study leave may be granted after a minimum of 3 years of continuous service, to pursue a special line of study or research directly related to his/her work in the university or to make a special study of the various aspects of university organization and the methods of education. The paid period of study leave should be for 3 years but 2 years may be given in the first instance, extendable by one more year, if there is adequate progress as reported by the Research Guide. Care should be taken that the number of faculty given study leave, does not exceed the stipulated percentage of faculty in any department. Provided that the Board of Management may in the special circumstances of a case, waive the condition of three years' service being continuous.
- (ii) Study leave shall be granted by the Board of Management on the recommendation of the concerned Head of the Department. The leave shall not be granted for more than three years in one spell, save in very exceptional cases in which Board of Management is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the university.

- (iii) Study leave shall not be granted to a faculty who is due to retire within five years date on which he/she is expected to return to duty after the expiry of study leave.
- (iv) Study leave may be granted not more than twice during one's career. However, the maximum of study leave admissible during the entire service should not exceed five years.
- (v) No faculty who has been granted study leave shall be permitted to alter substantially the course of study or the programme of research without the permission of the Board of Management. When the course of study falls short of study leave sanctioned, the faculty shall resume duty on the conclusion of the course of study unless the previous approval of the Board of Management to treat the period of shortfall as ordinary leave as obtained.
- (vi) Subject to the provisions of sub-clauses (vii) and (viii) below, study leave may be granted on full pay up to two years extendable by one year at the discretion of the university.
- (vii) The amount of fellowship, scholarship or other financial assistance that a faculty, granted study leave, has been awarded will not preclude his/her being granted study leave with pay and allowances but the scholarship, etc., so received shall be considered in determining the pay and allowance on which the study leave may be granted. The Foreign scholarship/Fellowship would be offset against pay only if the fellowship is above a specified amount, which is to be determined from time to time, based on the cost of living for a family in the country in which the study is to be undertaken. In the case of Indian fellowship, which exceeds the salary of the faculty, the salary would be forfeited.
- (viii) Subject to the maximum period of absence from duty on leave not exceeding three years, study leave may be combined with earned leave, half-pay leave, extraordinary leave or vacation, provided that the earned leave at the credit of the faculty shall be availed of at the discretion of the faculty. A faculty, who is selected to a higher post during study leave, will be placed in that position and get the higher scale only after joining the post
- (ix) A faculty granted study leave shall on his/her return and rejoining the service of the university may be eligible to the benefit of the annual increment(s) which he/she would earned in the course of time if he/she had not proceeded on study leave. No faculty shall however, be eligible to arrears of increments.
- (x) Study leave shall count as service for pension/contributory provident fund, provided the faculty joins the university on the expiry of his/her study leave.
- (xi) Study leave granted to a faculty shall be deemed to be cancelled in case it is not availed of within 12 months of its approval.
- (xii) Provided that where study leave granted has been so cancelled, the faculty may apply again for such leave.
- (xiii) A faculty availing himself/herself of study leave shall undertake that he/she shall serve the university for a continues period of at least three years to be calculated from the date of his/her resuming duty after expiry of the study leave.
- (xiv) After the leave has been approved, the faculty shall, before availing himself/herself of the leave, execute a bond in favor of the university, binding himself/herself for the due fulfillment of the conditions laid down in sub-clause (xiii) and (xiv) and give security of immovable property to the satisfaction of the Finance officer/Treasurer or a fidelity bond of an insurance company or a guarantee by a scheduled bank or furnish security of two permanent faculty for the amount which might become refundable to the university in accordance with sub-clause (xiv) above.

- (xv) The faculty shall submit to the Vice Chancellor, six months report of progress in his/her studies from his/her supervisor or the Head of the Department. This report shall reach the Vice Chancellor within one month of the expiry of every six months of the study leave. If the report does not reach Vice Chancellor within the specified time, the payment of leave salary may be deferred till the receipt of such report.

#### **2.1.10 SABBATICAL LEAVE/ACADEMIC LEAVE**

- (i) Permanent, whole-time faculty of the university who have completed **seven years** of service as Assistant Professor, Associate Professor or Professor may be granted sabbatical leave to undertake study or research or other academic pursuit e.g. writing a book solely for the object of increasing their proficiency and usefulness to the university and higher education system.
- (ii) The duration of leave shall not exceed one year at a time and two years in the entire career of a faculty.
- (iii) Provided further that sabbatical leave shall not be granted until after the expiry of five years from the date of the faculty's return from previous study leave or any other kind of training programme.
- (iv) A faculty shall, during the period of sabbatical leave, be paid full pay and allowance subject to prescribed conditions being fulfilled at the rates applicable to him/her immediately prior to his/her proceeding on sabbatical leave.
- (v) A faculty on sabbatical leave shall not take up during the period of that leave, any regular appointment under another organization in India or abroad. He/she may, however, be allowed to accept a fellowship or a research scholarship or ad hoc teaching and research assignment with honorarium or any other form of assistance, other than regular employment in an institution of advanced studies, provided that in such cases the Board of Management may, if it so desires approve after expiry of his/her leave. An undertaking to be taken from the teaching faculty that he or she would serve the University for a period of ~~two~~ three years after availing of the sabbatical leave.
- (vi) The leave encashment request will be recorded in ERP and will be forward to pay roll to be settled along with the salary. Requests submitted up to 20<sup>th</sup> of a month, will be paid through the salary for the same month and those submitted later during the month will be paid through the payroll for the subsequent month.
- (vii) During the period of sabbatical leave, the faculty shall be allowed to draw the increment on the due date. The period of leave shall also count as service for purposes of pension/contributory provident fund, provided that the faculty rejoins the university on the expiry of his/her leave. An undertaking to be taken from the teaching faculty that he or she would serve the University for a period of two years after availing sabbatical leave.

#### **2.1.11 MATERNITY LEAVE**

- (i) Maternity leave on full pay may be granted to a woman faculty for a period not exceeding 180 days, to be availed of twice in the entire career. Maternity leave may also be granted in case of miscarriage including abortion, subject to the condition that the total leave granted in respect of this to a woman faculty in her career is not more than 45 days, and the application for a leave is supported by a medical certificate.
- (ii) Maternity leave may be combined with earned leave, half-pay leave or extraordinary leave but any leave applied for in continuation of maternity leave may be granted if the request is supported by a medical certificate.



### 2.1.12 PATERNITY LEAVE

Paternity leave of 15 days may be granted to male faculty during the confinement of their wives, provided, the limit is up to two children.

### 2.1.13 ADOPTION LEAVE

Adoption leave may be provided as per the rules of the Central Government.

### 2.1.14 LEAVE ENCASHMENT

- EL will be encashed in the event of associate separation.
- Leave encashment will be done on the basic pay and paid through salary post leave year closure on yearly basis. Leave encashment will be subject to income tax.

The leave encashment request will be recorded in ERP and will be forwarded to pay roll to be settled along with the salary. Requests submitted up to 20<sup>th</sup> of a month, will be paid through the salary for the same month and those submitted later during the month will be paid through the payroll for the subsequent month.

## 2.2 LEAVE NORMS - STAFF

### 2.2.1 CASUAL LEAVE:

- (i) Total Casual leave granted for non-teaching staff is subject to a maximum of 8 days in a calendar year.
- (ii) CL cannot be combined with any other kind of leave.
- (iii) CL should not be granted for more than 3 days at any time, except under special circumstances.
- (iv) Casual leave cannot be carried over to the next calendar year.
- (v) Saturdays, Sundays, and holidays, whether intervening, prefixed or sufficed, shall not be counted as Casual Leave.

### 2.2.2 SPECIAL CASUAL LEAVE:

- (i) Special Casual Leave not exceeding six working days may be granted to such employees who undergo sterilization operation (Vasectomy or Salpingotomy) under Family Planning Programme.
- (ii) Special Casual Leave not exceeding 14 days may be granted to female employee who undergoes non-puerperal sterilization.
- (iii) To attend committee meetings, invited lectures without remuneration which are not treated as on duty.

### 2.2.3 EARNED LEAVE:

- (i) The EL admissible to a member of the staff shall be 30 days in a calendar year. 15 days of EL is credited in advance on the first January and first July every year.

- (ii) The employee who joins between these two periods, the calculation will be at the rate of 2½ days per month.
- (iii) The maximum earned leave that may be granted at a time shall be 60 days.
- (iv) The earned leave can be accumulated up to a maximum of 300 days and can be encashed at the time of retirement/resignation.
- (v) The employee who resigns or is terminated shall be allowed to encash earned leave up to half the balance or 150 days whichever is less.

#### **2.2.4 HALF PAY LEAVE:**

- (i) Half Pay Leave may be granted to permanent employee for 15 days for each completed year of service. Such leave may be granted on medical certificate/ personal basis.
- (ii) No half pay leave may be granted to a temporary employee except on medical certificate and that too only if the authority competent to sanction leave has reason to believe that the employee will return to duty on the expiry of leave.

#### **2.2.5 COMMUTED LEAVE (MEDICAL LEAVE):**

Commuted Leave may be granted on the basis of medical certificate from a Registered Medical Practitioner to a confirmed Non-Teaching Staff subject to the following conditions:

- (i) Number of leaves allowed is 10 days in an Academic Year.
- (ii) This leave is sanctioned in absence of availability of any other leave in his/her account.

#### **2.2.6 LEAVE NOT DUE:**

- (i) Leave not due, at the discretion of the sanctioning authority be granted to a permanent employee for a period not exceeding 360 days during the entire period of service out of which not more than 90 days at a time and in case of medical ground 180 days at a time on medical certificate. Such leave shall be debited against the half-pay leave earned by employee subsequently.
- (ii) Leave not due shall not be granted unless the sanctioning authority is satisfied that, as far as can reasonably be foreseen, the employee will return to duty on the expiry of the leave.

#### **2.2.7 MATERNITY LEAVE:**

- (i) Maternity leave on full pay may be granted to a woman employee who has completed one year of service for a period not exceeding 180 days, can be availed of twice in the entire career subject to maximum limit of two children only. Maternity leave may also be granted in case of miscarriage including abortion, subject to the condition that the total leave granted in respect of this to a woman employee in her career is not more than 45 days, and the application for leave is supported by a medical certificate.
- (ii) Maternity leave may be combined with earned leave and half pay leave but any leave applied for in continuation of maternity leave may be granted, if the request is supported by a medical certificate.

#### **2.2.8 PATERNITY LEAVE:**

Paternity leave of 15 days may be granted to male employee during the confinement of their wives, subject to the limit of two children only.

#### **2.2.9 ADOPTION LEAVE:**

Adoption leave may be provided as per the rules of the Central Government.

#### **2.2.10 LEAVE ENCASHMENT:**

- EL will be encashed in the event of associate separation.
- Leave encashment will be done on the basis pay and paid through salary post leave year closure on yearly basis. Leave encashment will be subject to tax.

The leave encashment request will be recorded in ERP and will be forwarded to pay roll to be settled along with the salary. Requests submitted up to 20<sup>th</sup> of a month, will be paid through the salary for the same month and those submitted later during the month will be paid through the payroll for the subsequent month.

#### **2.2.11 APPLICATION FOR LEAVE**

Leave should always be applied for and sanctioned before it is taken except in cases of emergency and for satisfactory reasons.

Unless otherwise specified in those rules and except in the case of casual or medical leave, all applications for leave should be made at seven days before the date from which the leave is applied.

\*Employee under probation will only be permissible for Casual Leave and Earned Leave and commuted leave.

Total Casual leave granted for non-teaching staff is subject to a maximum of 8 days in a calendar year.

- CL cannot be combined with any other kind of leave.
- CL should not be granted for more than 3 days at any time, except under special circumstances.
- Casual leave cannot be carried over to the next calendar year.
- Saturdays, Sundays, and holidays, whether intervening, prefixed or sufficed, shall not be counted as Casual Leave.
- Special Casual Leave not exceeding six working days may be granted to such employees who undergo sterilization operation.
- Special Casual Leave not exceeding 14 days may be granted to female employee who undergoes non-puerperal sterilization.
- To attend committee meetings, invited lectures without remuneration which are not treated as on duty.
  - (i) The EL admissible to a member of the staff shall be 30 days in a calendar year. 15 days of EL is credited in advance on the first January and first July every year.
  - (ii) The employee who joins between these two periods, the calculation will be at the rate of 2½ days per month.
  - (iii) The maximum earned leave that may be granted at a time shall be 60 days.

- (iv) The earned leave can be accumulated up to 300 days and can be encashed at the time of retirement/resignation.
- (v) The employee who resigns or is terminated shall be allowed to encash earned leave up to half the balance or 150 days whichever is less.
- Half Pay Leave may be granted to permanent employee for 15 days for each completed year of service. Such leave may be granted on medical certificate or on private affairs.
  - (i) No half pay leave may be granted to a temporary employee except on medical certificate and that too only if the authority competent to sanction leave has reason to believe that the employee will return to duty on the expiry of leave.

Commuted Leave may be granted on the basis of medical certificate from a Registered Medical Practitioner to a confirmed Non-Teaching Staff subject to the following conditions:

- (i) Number of leaves allowed is 10 days in an Academic Year.
- (ii) This leave is sanctioned in absence of availability of any other leave in his/her account.
- (i) Leave not due, at the discretion of the sanctioning authority be granted to a permanent employee for a period not exceeding 360 days during the entire period of service out of which not more than 90 days at a time and in case of medical ground 180 days at a time on medical certificate. Such leave shall be debited against the half-pay leave earned by employee subsequently.
- (ii) Leave not due shall not be granted unless the sanctioning authority is satisfied that, as far as can reasonably be foreseen, the employee will return to duty on the expiry of the leave.
- (i) Maternity leave on full pay may be granted to a woman employee who has completed one year of service for a period not exceeding 180 days, can be availed of twice in the entire career subject to maximum limit of two children only. Maternity leave may also be granted in case of miscarriage including abortion, subject to the condition that the total leave granted in respect of this to a woman employee in her career is not more than 45 days, and the application for leave is supported by a medical certificate.
- (ii) Maternity leave may be combined with earned leave and half pay leave but any leave applied for in continuation of maternity leave may be granted, if the request is supported by a medical certificate.
- Paternity leave of 15 days may be granted to male employee during the confinement of their wives, subject to the limit of two children only.
- Leave encashment will be done on the Basic +DA and paid through salary post leave year closure on yearly basis. Leave encashment will be subject to tax.
- The leave encashment request will be recorded in ERP and will be forwarded to pay roll to be settled along with the salary. Requests submitted up to 20<sup>th</sup> of a month, will be paid through the salary for the same month and those submitted later during the month will be paid through the payroll for the subsequent month.
- Leave should always be applied for and sanctioned before it is taken except in cases of emergency and for satisfactory reasons.
- Unless otherwise specified in those rules and except in the case of casual or medical leave, all applications for leave should be made at seven days before the date from which the leave is applied.

\*Employee under probation will be permissible for Casual Leave and Earned Leave and commuted leave.

## 2.3 POSH - PREVENTION OF SEXUAL HARASSMENT (VERSION 1.0)

### 2.3.1 POLICY STATEMENT

As a premier university, we are committed in conducting and governing ourselves with ethics, transparency and accountability and to this, we have developed governance structures, practices and procedures that ensure ethical conduct at all levels. It is thus in acknowledgement of and consonance with these values, that we are dedicated to ensuring that the work environment at our university is conducive to fair, safe and harmonious relations, based on mutual trust and respect, between all the employees of the university. Discrimination and harassment of any type is strictly prohibited. We wish to promote and maintain this culture to ensure that employees of the university do not engage in practices that are abusive in any form or manner whatsoever.

The university aims to provide a safe working environment and prohibits any form of sexual harassment. Hence any act of sexual harassment or related retaliation against or by any employee or student is unacceptable. This policy therefore intends to prohibit such occurrences and also details procedures to follow when an employee or student believes that a violation of the policy has occurred within the ambit of all applicable regulations regarding sexual harassment.

Making a false complaint of sexual harassment or providing false information regarding a complaint will also be treated as a violation of the policy.

Violation of this policy will call for strict disciplinary action leading to (in worst case) termination in case of employees and rustication in case of a student.

### 2.3.2 ACRONYMS

Term/ Acronym	Explanation
HR	Human Resources
RM	Reporting Manager
POSH	Prevention of Sexual Harassment
ASH	Anti-Sexual Harassment

### 2.3.3 APPLICABILITY

This policy will extend to all teaching and non-teaching employees of the university including those employed on regular, temporary, ad-hoc or daily wage bases, either directly or through an agent, including a contractor, whether for the remuneration or not, or working on a voluntary bases or otherwise, whether the terms of employment are express or implied (hereinafter referred to as “Employees”).

The policy also extends to those who are not employees of the university, such as, visitors, vendors, suppliers, contract workers, probationers, trainees, volunteers, teaching assistants, research assistants, including those in field studies, short project visits, apprentices or called by any other such name, who are subjected to sexual harassment at the premises (defined hereinafter) of the university.

This policy is further extended to temporary sponsored project research scholars/associates/students.

#### **2.3.4 SCOPE**

The scope of the Policy is restricted to the following for all employees and project specific students:

- i. within the “Campus”
- ii. any external location visited by employees due to or during the course of their employment with the university such as business locations of other companies/entities, guest houses etc.
- iii. any mode of transport provided by the university (or a representative of the university) for undertaking a journey to and from the aforementioned locations
- iv. any external location visited by project specific students due to or during the course of their program with the university such as business locations of other Companies/entities, guest houses etc.

#### **2.3.5 EXCLUSIONS FOR SCOPE:**

The scope of this policy does not include regular UG and PG students as any such action performed by them would come under the jurisdiction of disciplinary committee of the university.

#### **2.3.6 DEFINITIONS**

“Campus” means the location or the land on which the university and its related institutional facilities like laboratories, lecture halls, guest houses, lodging, toilets, student centers, hostels, dining halls, stadiums, parking areas, parks like settings and other amenities like health centers, canteens, bank counters, etc.;

“Aggrieved Employee” means in relation to a workplace, any individual, of any age whether employed in the university or not, who alleges to have been subjected to any act of Sexual Harassment by other employee(s) of the university.

“Aggrieved Student” means in relation to Mahindra university studying in any of the programs and is working on any project, who alleges to have been subjected to any act of Sexual Harassment by the employee(s) of the university.

“Complainant” means an Aggrieved Employee or an Aggrieved Student who has been subjected to sexual Harassment.

“Respondent” means a person including an employee, student or third party against whom the complaint has been made.

“Member” means the member of Internal Complaints Committee.

“Employer” means in any workplace, any person responsible for the management, supervision and control of the workplace.

“Sexual harassment” includes any unwelcome sexually determined behavior (direct or implied) such as physical contact and advances, unwelcome communications or invitations, demand or request for sexual favors, sexually cultured remarks, showing pornography, creating a hostile work environment and any other unwelcome “sexually determined behavior” (physical, verbal or non-verbal conduct) of a sexual nature.

“Sexual Harassment” would mean:

- i. Quid pro quo sexual harassment, which means something in return or an exchange of one thing for another.
  - In the workplace, quid pro quo sexual harassment takes place if sexual favors are asked in exchange for any kind of special treatment on the job. Threatening an employee about his/her present or future employment status if he/she does not consent to such sexual advances or a favor also amounts to sexual harassment. The act of 'asking' may either be verbal or implied and the 'sexual conduct' may be verbal or physical. But, in either case, it must be unwelcome.
  - For e.g. direct or implied requests or offers by any employee for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increase, promotions, increased benefits, or continued employment constitutes sexual harassment.
- ii. Hostile work environment includes
  - Hostile environment sexual harassment occurs when either speech or conduct of a sexual nature takes place, and is seen or perceived as offensive and interferes with the work performance of the recipient, or any one or more employees.
  - Hostile environment sexual harassment may also include intimidating or harassing conduct that is directed at an individual, or a group of individuals.
  - It will also mean related retaliation which includes marginalizing someone in the workplace with regard to his / her roles and responsibilities, socially ostracizing, intimidating someone physically, psychologically, and emotionally or someone close to or related to the complainant, to the extent that the humiliation or intimidation affects the health or safety of the complainant.
  - Using any medium of communication such as mails, SMSs and social media platforms such as WhatsApp, Facebook, Instagram, Snapchat etc. to send unwelcoming messages, pictures or videos.

This is only an indicative list of the possible acts, which could be treated as sexual harassment and is in no way intended to be construed as an exhaustive list.

In countries where local laws / regulations have clearly defined 'sexual harassment' and procedure to address any complaint relating to it, the interpretation of 'sexual harassment' & the investigation procedure shall be guided in accordance with the local laws / regulations as applicable.

"Third Party Harassment" refers to a situation where sexual harassment occurs as a result of an act or omission by any third party or outsider, who is not an employee or a student of the university, but a visitor to the university in some capacity or for some other purpose or reason;

"Workplace" means the campus of Mahindra University including –

- a. Any department, organization undertaking, establishment enterprise, institution, office, branch or unit which is established, owned, controlled or wholly or substantially financed by the funds provided directly or indirectly by the university.
- b. Any sports center, stadium, sports complex or competition games venue whether residential or not used for training sports or other activities relating thereof to the university.

"Project Specific Student" means any student who is associated with the university and is working on a project under the supervision of MU employee.

### **2.3.7 PREVENTION ACTION**

The university will take reasonable steps to ensure prevention of sexual harassment at work place, which may include circulating applicable policies and other relevant information to all employees.

### **2.3.8 INTERNAL COMPLAINTS COMMITTEE (ICC)**

The university shall have an Internal Complaints Committee (“Committee”) to specifically address any complaints of sexual harassment. The Committee will be constituted by the university and would be headed by a Presiding Officer, who shall be a woman employee employed at a senior level at workplace from amongst the employees.

The Internal Complaints Committee shall comprise of at least one-half of the total members nominated as woman.

In addition to handling complaints of sexual harassment, the committee will also co-ordinate preventive activities to create a sexual harassment free atmosphere via:

- common information mailers
- display at any conspicuous place in the workplace, the penal consequences of sexual harassments; and the order constituting, the Committee.
- provide mechanisms of dispute redressal and dialogue to anticipate and address issues through just and fair conciliation without undermining complainants’ rights, and minimize the need for purely punitive approaches that lead to further resentment, alienation or violence;

Inclusion of Committee Members:

- The Vice Chancellor of the university will appoint a senior woman Employee as the chair of committee and both jointly shall appoint a team.
- The Committee shall comprise of a team of five (5) of which three (3) shall be woman and two (2) can be men.
- The committee of five (5) members includes the chair of the committee.

Further, the committee chair person can co-opt members (“Employees or Students”) into the committee for any specific case to resolve complaints effectively.

In case of any committee member repeatedly failing to comply with the obligation and duties laid out for prevention, prohibition and redressal of sexual harassment, the Vice-Chancellor shall have the complete authority to replace the committee members.

### **2.3.9 PROCEDURE TO DEAL WITH COMPLAINTS**

#### **2.3.9.1 Filing of a Complaint**

If any employee or student believes that (s)/he has been subjected to sexual harassment, such Aggrieved Employee or Aggrieved Student may file a written complaint with any member of the Committee or send an email to [Posh@mahindrauniversity.edu.in](mailto:Posh@mahindrauniversity.edu.in) , within thirty (30) days from the date of the occurrence of the incident or in case of series of incidents, within a period of thirty (30) days from the date of last incident this implies for ex-employees of the university and in case of a series of incidents, within a period of thirty (30) days from the date of last incident.



The Committee for the reasons to be recorded in writing, extend the time limit not exceeding thirty (30) days, if it is satisfied that the circumstances were such which prevented the complainant from filing a complaint within the said period.

In case the complaint cannot be made in writing the Presiding Officer or any member of the Committee, as the case may be, shall render all reasonable assistance to the Complainant for making the complaint in writing. Where the Complainant is unable to make a complaint on account of his / her physical or mental incapacity or death or otherwise, their legal heir may complain, In case of a woman, the complaint can be made by such other person, as prescribed under Article [8.3].

The Committee may, before initiating an inquiry and at the request of the Complainant take steps to settle the matter between the Complainant and the respondent through conciliation, provided that no monetary settlement shall be made as a basis of conciliation.

Where a settlement is arrived, no further inquiry shall be conducted by the Committee, as the case may be. The Committee shall provide the copies of the settlement as recorded to the complainant, respondent and the university, for records.

In case, the conciliation fails to arrive at a settlement or if the Complainant informs the Committee that the terms and conditions of the settlement have not been complied with by the respondent, the Committee shall proceed to make an inquiry into the complaint filed before the Committee.

Complaints brought after that time period will not be pursued unless the circumstances were extraordinary. The determination of whether the complaint was timely or whether extraordinary circumstances exist to extend the complaint period must be made by the Committee.

Every attempt will be made to get the Complainant to provide the complaint in writing. The complaint shall include the circumstances giving rise to the complaint, the dates of the alleged occurrences, and names of witnesses, if any. The complaint shall be signed by the Complainant.

Complaints made anonymously or by a third party must also be investigated to the extent possible.

Where the Complainant is unable to make a complaint on account of her/his physical or mental incapacity or death or otherwise, her/his legal heir or such other person as may be prescribed may make a complaint within 30 days of the incident.

If the complaint does not rise to the level of sexual harassment, the Committee may determine to dismiss the complaint without further investigation.

For any complaint if there is no witness disclosed, chairperson of the committee shall take up the complaint if the complaint is being made multiple times else chairperson has the authority to drop the complaint.

#### 2.3.9.2 Process of Enquiry

- The Committee will ask the Complainant to prepare a detailed statement of incidents/allegations along with evidences. Supporting documents and the names and addresses of the witnesses are also to be enclosed if any. The statement of allegations will be shared with the respondent within seven (7) working days.
- The respondent will be asked to prepare a response to the statement of allegations, along with the list of evidences which has to be submitted to the Committee within a period not exceeding ten (10) working days.
- The statements and other evidence obtained in the inquiry process will be considered confidential.

- The Committee will organize verbal hearings with the complainant and the respondent, in accordance with the principle of natural justice.
- During the course of inquiry, the Committee shall make a copy of the findings available to both the Parties enabling them to make representations against the findings before the Committee.
- The Committee will take testimonies of other relevant persons and review the evidence wherever necessary. The committee should ensure that sufficient care is taken to avoid any retaliation against the witnesses.
- During the inquiry process, the complainant and the respondent shall refrain from any form of threat, intimidation or influence by any of the witnesses.
- The committee will conduct inquiry in accordance with the practices of natural justice, i.e. the Complainant will be offered to the respondent for cross-examination and vice versa.
- The Committee will arrive at a decision after carefully and fairly reviewing the circumstances, evidences and relevant statements.
- The Committee will ensure confidentiality during the inquiry process and will ensure that in the course of investigating a complaint:

(i) Both parties will be given reasonable opportunity to be heard along with witnesses and to produce any other relevant documents;

(ii) Upon completion of the investigation, both parties will be informed of the results of the investigation.

- The Committee will be empowered to do all things necessary to ensure a fair hearing of the complaint including all things necessary to ensure that complainants or witnesses are neither victimized nor discriminated against while dealing with a complaint of sexual harassment. In this regard the Committee will also have the discretion to make appropriate interim recommendations in relation to a respondent person (pending the outcome of a complaint) including suspension, transfer, leave, change of work location etc.
- The Committee shall have the right to terminate the inquiry proceedings or to give ex-parte decision on the complaint, if the Complainant or respondent fails, without sufficient cause, to present herself or himself for three consecutive hearings convened by the Presiding officer, provided ten (10) days advance written notice is given to the party concerned.
- The investigation into a complaint will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances.
- For the purpose of making an inquiry, the Committee shall have the same powers as are vested in the civil court under Code of Civil Procedure, 1908.
- The committee will investigate and prepare an enquiry report with recommendations within forty-five (45) days.
- An appeal against the findings or / recommendations of the ICC may be filed by either party before the Vice-Chancellor within a period of fifteen (15) days from the date of recommendation.
- The parties to the complaint shall not be allowed to bring in any legal practitioner to represent them in their case at any stage of the proceedings before the Committee.
- In conducting the inquiry, a minimum of three members of the Committee including the Presiding Offer, shall be present for the hearing.

### 2.3.9.3 Complaint of SEXUAL HARASSMENT

For the purpose of Article 2.3.9.1:

- i. Where the Complainant is unable to make a complaint on account of his/her physical incapacity, a complaint may be filled by-

- a. his/her relative or a friend; or
  - b. his/her co-worker; or
  - c. an officer of National Commission for Woman or State Woman's Commission; or
  - d. any person who has knowledge of the incident, with the written consent of the Aggrieved Employee;
- ii. Where the Complainant is unable to make a complaint on account of his/her mental incapacity, a complaint may be filled by:
- a. his/her relative or friend; or
  - b. a special educator; or
  - c. a qualified psychiatrist or psychologist or
  - d. the guardian or authority under whose care he/she is receiving treatment or care; or
  - e. any person who has knowledge of the incident jointly with his/her relative or friend or a special educator or qualified psychiatrist or psychologist or guardian or authority under whose care he/she is receiving treatment or care;
- iii. Where the Complainant for any other reason is unable to make a complaint, a complaint may be filed by any person who has knowledge of the incident, with the written consent of the Aggrieved Employee;
- iv. Where the Complainant is dead, a complaint may be filed by any person who has knowledge of the incident, with the written consent of the legal heir of the Complainant.

#### 2.3.9.4 Decision and Action

During the pendency of inquiry, on a written request made by the Aggrieved Employee, the Committee, may recommend to the university to -

- (a) transfer the Aggrieved Employee or the respondent to any other workplace; or
- (b) grant leave to the Aggrieved Employee; or
- (c) grant such other relief to the Aggrieved Employee as may be prescribed.

The leave granted to the Aggrieved Employee under this section shall be in addition to the leave he/she would be entitled to otherwise if the case is proved.

Once the investigation is completed, the Committee shall provide a report of its findings to the university, within ten (10) days from the date of completion of the inquiry and such report shall be made available to the concerned parties. The university shall act upon the recommendation of the Committee within sixty (60) days of receipt of the report of the Committee.

The Committee shall make a determination regarding the validity of the harassment allegations. If it is determined that the harassment has not occurred, it shall recommend to the university that no action is required to be taken in this matter. If it is determined that harassment has occurred; prompt, remedial action will be taken. The Committee will share the investigation details and the findings thereof with the appropriate functional Head HR and agree on the applicable disciplinary action. This may include some or all of the following:

- Restore any lost terms, conditions or benefits of employment to the Aggrieved Employee.
- Discipline the respondent. This discipline can include deduction from the salary or wages the amount to be paid to the Aggrieved Employee, demotion, suspension, and termination.

The disciplinary action will be carried out by the concerned HR department. Such disciplinary action may even include transfer, demotion or termination. All related documents will be maintained in the Employee's folder, ensuring confidentiality.

This policy shall not, however, be used to raise malicious complaints. If a complaint has been made in bad faith, as demonstrated by clear and convincing evidence, disciplinary action which may include demotion, suspension or termination will be taken against the person raising the complaint.

In the case of an Aggrieved Student, the committee may recommend the university to grant a leave during the pendency of inquiry to relieve the pain of harassment. The committee members hold the complete authority to decide the number of days on which the Student can take leave depending on the severity of the complaint received.

In case the respondent is a student, depending on the severity of the offence, the university may,

- a. Restrict entry of the student into the campus.
- b. Rusticate the student
- c. Award reformatory punishments like mandatory counselling and, or, performance of community services.

ICC can also take the decision to give necessary medical assistance to the complainant based on the requirement.

#### **2.3.10 PROHIBITION OF PUBLICATION OR MAKING KNOWN CONTENT OF COMPLAINT OR INQUIRY**

The contents of the complaint made under the Policy, identity and addresses of the Complainant, respondent and witnesses, any information relating to conciliation and inquiry proceedings, recommendations of the Committee and the action taken by the university shall not be published, communicated or made known to the public, press and media in any manner:

Provided that information may be disseminated regarding the justice secured to any complainant of sexual harassment without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the Aggrieved Employee, respondent and witnesses.

#### **2.3.11 DUTIES OF THE EMPLOYER**

The university shall

- a. provide a safe working environment at the workplace, which shall include safety from the persons coming into contact at the workplace;
- b. display at any conspicuous place in the workplace, the penal consequences of sexual harassments;
- c. provide necessary facilities to the Committee for dealing with the complaint and conducting an inquiry;
- d. assist in securing the attendance of respondent and witnesses before the Committee;
- e. make available information regarding do's and don'ts of the policy to the Committee as it may be required at the time of dealing with the complaint;
- f. aid the complainant if he/she so chooses to file a complaint against the respondent in relation to the offence under the Indian Penal Code or any other law for the time being in force;

- g. cause to initiate action, under the Indian Penal Code or any other law for the time being in force, against the perpetrator, or if the Aggrieved Employee so desires, where the perpetrator is not an Employee, in the workplace at which the incident of sexual harassment took place;
- h. monitor the timely submission of reports by the committee.

### **2.3.12 POLICY IMPLEMENTATION AND REVIEW**

The policy will be implemented and reviewed by the HR department or Vice Chancellor's office. The university reserves the right to amend, abrogate, modify, rescind / reinstate the entire policy or any part of it at any time.

### **2.3.13 ANNEXURE I – RESPONSIBILITY OF EMPLOYEES**

The below is only an indicative list of basic Do's and Don'ts and is in no way intended to be construed as an exhaustive list.

#### **Do's**

- Know MU's Policy on Prevention of Sexual Harassment
- Be aware of inappropriate behaviours and avoid the same.
- Say "NO" if asked to go to places, do things or participate in situations that make you uncomfortable.
- Trust your instincts. Walk away from uncomfortable situations.
- Say "NO" to offensive behaviour as soon as it occurs.
- Refrain from taking discriminatory actions or decisions which are contrary to the spirit of this policy.
- Maintain confidentiality regarding any aspect of an inquiry to which they may be party to.

#### **Don'ts**

##### **Verbal harassment:**

- Sexually suggestive comments or comments on physical attributes.
- Offensive language that insults or demeans a colleague, using terms of endearment.
- Singing or humming vulgar songs.
- Requests for sexual favours, sexual advances, coerced acts of a sexual nature.
- Requests for dates or repeated pressure for social contact.
- Discussing sexual activities, sexual prowess or intruding on the privacy of an employee.
- Sexually coloured propositions, insults or threats.
- Graffiti in the office premises.

##### **Non-verbal harassment:**

- Offensive gestures, staring, leering or whistling with the intention to discomfort another.
- Even if not directly done to a particular individual, uttering a word, making a gesture or exhibiting any object with the intention that such word, gesture, or object be heard or seen by Employees.
- Sounds, gestures, display of offensive books, pictures, cartoons, magazines, calendars or derogatory written material at one's workplace.
- Showing or mailing pornographic posters, Internet sites, cartoons, drawings.
- Suggestive letters, phone calls, SMSs, electronic instant messaging or e-mail messages.

**Physical harassment:**

- Physical contact or advances.
- Intentional touching of the body, e.g. Hugs, kisses, brushing, fondling, pinching etc., that make others uncomfortable.
- Any displays of affection that make others uncomfortable or are inappropriate at the workplace.

**2.3.14 ANNEXURE II – GUIDELINES FOR INTERNAL COMPLAINTS COMMITTEE**

Role of the Committee:

- Review the complainant's complaint in a fair and objective manner
- Help the complainant and the respondent find a way of solving the problem
- Determine the facts of the case with the individuals concerned and the witnesses, if any, and prepare a report with the findings
- Be bound in the principle of natural justice and be unbiased in their evaluation

**2.3.15 COMMITTEE MEMBERS:**

**Chairperson:** Dr. Salome Benhur

Members:

1. Dr. Jayasri Dontabhaktuni
2. Dr. Tabitha Chekuri
3. Dr. Venkata Dilip
4. Dr. Aditya Abburi

## 2.4 RELOCATION POLICY

### 2.4.1 OBJECTIVE

The document outlines the benefits made available by the University to assist the associates by subsidizing the expenses incurred towards re-location from one city to another up on transfer or joining the University.

### 2.4.2 APPLICABILITY

The provisions of this policy are applicable to all associates joining the University as under:

- **New Joinees:** Associates, who are joining on the regular rolls of the University and also includes the associates joining from overseas locations.
- Benefits mentioned in this policy do not apply for any interns/contractual employees during their assignment/internship period.

### 2.4.3 ENTITLEMENTS FOR NEW JOINEES AND TRANSFERS

#### 2.4.3.1 TRAVEL FOR SELF AND FAMILY

Lateral Joinees and associates who are required to relocate on account of transfer will be eligible for reimbursement of expenses relating to travel for self and immediate family (spouse and children) by the eligible mode of travel as specified in this policy.

Reimbursement of only one instance of direct travel is permissible and should be claimed within two months of joining.

#### 2.4.3.2 INITIAL ACCOMODATION

In order to facilitate initial accommodation, the University will take arrangements for the associate & immediate family (spouse and children) stay in the University's accommodation subjected to availability up to a maximum of two weeks. Details should be shared with the HR Team mentioning the details of accompanying dependents.

\*For identification of Associate & Family Members, should carry (Aadhar Card / Pan Card / Govt id Proof) & Photo copy to submitted upon arrival in Guest house.

\*Accommodation is subjected to availability.

#### 2.4.3.3 RELOCATION EXPENSES REIMBURSEMENT

New hires and associates transferred will also be eligible for reimbursement of expenses payable towards the following subject to the grade-specific maximum amounts as specified in Table I.

Lateral hires are entitled to claim reimbursement of relocation expenses only if HR has issued a letter authorizing relocation expenses and committed accommodation.

- Train Tickets / Air Tickets and Boarding Pass.
- Transportation of Personal Goods, including loading and unloading charges and transportation of self –owned Vehicle.

- Porter charges and Local Conveyance: Local Conveyance will include expenses incurred travelling for residence to station and travel to the guest house/place of stay in the city of relocation.
- Shipment Invoice, Lorry Long way Receipt and Revenue Payment Receipts all need to be submitted.
- Original Letter of Annexure R duly signed by you.

Table I – Entitlements – Lateral New Hires and Transfers:

Designation	Amounts (INR)
Professor	60,000
Associate Professor/ Registrar	50,000
Assistant Professor/ Academic Associate/ Lecturers/ Teaching Assistants & Non-Teaching Staff	40,000

#### 2.4.4 CLAIM SUBMISSION

The expenses reimbursement will be at actuals subject to submission of the following original document:

- Consignee Copy
- Packing List
- Invoice from Transport

All expenses reimbursements pertaining to the relocation should be claimed through a single expense report. Expense report, should be submitted to Finance, along with the supporting documents and transfer/relocation letter stating the eligibility and should be claimed within two months of joining.

Relocation expenses stand recoverable in full; if an Associate leaves the University within one year from his/her date of joining.



## 2.5 GUIDELINES ON FLEXIBLE PAY COMPONENTS

### ELIGIBILITY

Applicable to all the existing permanent employees and New joiners.

### PURPOSE

To Provide an understanding on the components of the existing salary structure.

### COMPONENTS OF SALARY

**FBP** – As per below

1. Fuel Reimbursement– Rs.1800/2400 per month based on capacity of the four-wheeler, less than 1.6 CC or More than 1.6 CC. The amount will be decided for each employee on submission of RC as part of joining formalities documentation.  
Note: Vehicle RC should be in the name of Self/ Spouse/ Parents
2. Driver's Salary Reimbursement: An amount if Rs.900 per month (Owned car, used partially for personal use and partially for official use). Copy of Driver License to be produced.
3. Telephone Reimbursement: Maximum of Rs.1500 towards Landline or Mobile charges.  
Note: The Mobile/ Landline connection should be in the name of self.
4. Leave Travel Allowance: LTA amount can be availed as tax exemption. 2 Years in the block of 4 Years (within India).  
For availing Tax exemption, employee should submit proof of travel along with the cost of the ticket, simultaneously the employee must avail leave in the said period.
5. Books & Periodicals: Is applicable for all full-time employee's subject to maximum of Rs. 60,000 Per Annum on submission of tax invoices.

Note: There will no changes in the existing CTC amount, Except for FBP components.

### REVIEW PERIOD

This policy will be applicable till further review by the Vice Chancellor as deemed fit from time to time.

## 2.6 EXIT POLICY

### OBJECTIVE:

The document outlines the university's policy relating to separation of employees from the rolls of the university.

### SCOPE AND APPLICABILITY:

The policy will be applicable to all the employee's permanent rolls or contractual agreement with the university who may be separating from the university services on account of Resignation, Retirement, Death, Termination or transfer to a group company.

### NOTICE PERIOD:

Employment with the university may be terminated by either party by serving prior written notice on the other. The stipulated notice period for confirmed employees will be three months from the date of resignation and notice period of 30 days for contract employees or as mutually agreed upon in the contract.  
\* Relief against resignation is not granted in middle of the semester or middle of the academic year.

Teaching: All full-time confirmed faculty members are liable to give three months" notice or three month's salary in lieu of notice period in the middle of the academic session.

Non - Teaching: Non - Teaching staff work in tandem with the academic functions of the University and are the integral part of the academic development of the students. Hence, if they resign from the services of the University in the middle of the academic session, they are liable to give three months" notice or three month's salary in lieu of notice period.

The University further reserves the right to:

- Terminate with sooner effect by tendering equivalent salary in lieu of the notice period.
- Terminate with immediate effect without serving written notice or payment in lieu of notice, where such termination is on account of disciplinary action against the employee

### RESIGNATION:

Resignation in the form of mail/letter has to be sent to the HOD with a copy to Vice Chancellor, Dean of the concerned School/Center, Dean (R&D), and HR dept.

All departing employees are required to handover his/her assigned responsibilities to the HOD/ Reporting manager and get a confirmation from him/her that all job responsibilities have been handed over to the satisfaction of the HOD or Manager.

Leave is not permissible during the Notice Period. However, in case of leave owing to emergency/medical reasons supported with necessary documents, leave may be sanctioned by the HOD/manager. In such case, the notice period may be extended to the extent of quantum of leave availed.

During the notice period the employee will help to complete all formalities including exit interview, handing over the no dues certificate. The HR will help in procuring the No Dues Certificate. On receipt of No dues Certificate, the Experience and Relieving Certificate would be issued.

#### **RETIREMENT:**

Staff shall retire from service of the University on attaining the age of superannuation fixed at 65 years. However, the retirement age may be changed from time-to-time by the management. To determine age of retirement, the official record of age available with the Institution shall be treated as final. However, arrangement can be made to avail the service of the retired employees on consultancy basis on terms fixed by the Vice chancellor.

#### **TERMINATION:**

Where an employee is asked to leave the University on account of misconduct, Information security violation, unapproved absence, integrity issues, non-performance, other disciplinary issues etc., it is termed as Termination.

Termination shall be discussed and conveyed to the associate by his/ her HOD/ Reporting Manager. University at the discretion of the management reserves the right to initiate legal action against the employee in the case of a gross misconduct.

An employee who has been terminated from University would be required to leave the services with immediate effect. Careful consideration shall be given and adequate documentation laying out details of the reasons for termination thereof along with the relevant evidences shall exist before a decision is taken to terminate an employee.

Temporary employee's service may be terminated any time by either party without any notice.

The management reserves the right to terminate the service of an employee by giving due notice in writing without assigning any reason whatsoever or by paying the notice pay for the equivalent period in lieu thereof as agreed upon from case to case basis

All university property/ assets and any amount due would be collected from the employee before releasing the final settlement statement. The employee may (wherever possible) be given an option to resign at her/ his request. Employees whose services are terminated on account of disciplinary action will not be considered for employment again in Mahindra University, anytime in future.

#### **DEATH:**

In the unfortunate event of death of an employee, all retiral benefits will be settled with the beneficiary (as per the last updated nominee details or as per the law). Payables, if any, towards the salary components, will be paid via a cheque to the beneficiary and not to the associate's salary account. All outstanding dues recoverable from the deceased associate towards loans, advances or pending assets will be deducted from the amount payable.

No outstanding dues will be recovered from the Gratuity or Provident Fund. There will no recovery against the ID Card.

Claim against the Group Life Insurance and pending medical insurance claims, if any, will be submitted by HR on behalf of the associate's family.

#### **ABSCONDING:**

Unauthorized exit / unapproved absence (from work) for more than seven working days will be considered as absconding.

You will be considered to have voluntarily abandoned the service of the University if you fail to report for duty, either after 5 days from the date of expiry of your sanctioned leave, or you are absent for a period of 5 consecutive days or more without sanction or if you turn up to rejoin duty after an unauthorized absence of more than 5 days and are unable to explain your absence to the satisfaction of the University.

In such case the employee, shall promptly upon the termination of employment, deliver universities equipment's and belongings (laptop, Pen drives, hard disk, books, visiting cards etc.), correspondence and all other documents, papers and records in whatever form, including but not limited to, electronically held data containing or referring to any client, proprietary or confidential information concerning the business of the Firm and of any of its Clients which may have been prepared by you or have come into your possession, custody or control in the course of your employment. You shall not keep any copies of these items.

#### **EXIT INTERVIEW:**

HR Team to initiate exit interview followed, by filling an exit interview form (available with the HR team).

Leave Encashment:

- Encashment of accumulated leave can be availed by an employee at the time of separation/retirement. Leave encashment refers to an amount of money received in exchange for a period of leave not availed by an employee. EL will also be encashed in the event of associate separation.
- Maximum earned leave can be encashed up to 300 days and payment to made at the time of full and final settlement / at the time of retirement.
- The rate of encashment is the total emoluments (Basic + D.A) per day on the date of retirement/exit assuming a month to consist of 30 days.
- Leave encashment = (Last Basic + DA)/30 \* balance of ELs.

#### **GRATUITY:**

- Gratuity is a statutory requirement and is applicable to all full-time confirmed employees who are governed under the provisions of the Payment of Gratuity Act 1972.
  1. To be eligible for gratuity under the Gratuity Act, an employee needs to complete at least five full years continuous service, except in the event that an employee passes away or is rendered disabled due to accident or illness, the 5-year period will not be applicable.
  2. The University reserves the right to forfeit the Gratuity payment if an employee is terminated from service.
  3. The gratuity amount is payable to the employee at the time of separation or retirement whichever is earlier after he/she has rendered continuous service for not less than 5 years. There is no contribution from the University or the employee on a periodical basis.
  4. In case of separation, Gratuity will be settled during Full & Final settlement. In the event of death of the employee, the Gratuity amount will be given to the beneficiary as nominated by the employee or the legal heir in case no nomination is available.
  5. The amount paid under gratuity up to a maximum of Rs. 10 Lakhs will qualify for a tax exemption under the Income Tax Act in India.

\*Gratuity payable as per Payment of Gratuity Act 1972

- Employee will be paid gratuity at the rate of -  $(\text{Last Basic} + \text{DA}) / 26 * 15 * \text{No of complete Year of Service}$ , (if working more than six months same to be considered as one more year, in case any death proportionate Gratuity to be given to the Nominee).
- The maximum amount payable as gratuity will be governed by Gratuity Act 1972 and under this rule current limit is set to Rs. 10 Lakhs only.
- Employee has to declare nominee(s) as beneficiary of the fund in the event of his/her death.

#### **NOMINATION**

- During nomination the employee may distribute the amount that may stand to his/her credit in the fund amongst the nominees at his/her discretion. The nomination can be made in favor of one or more members of family, nomination of a person who is not a member of the employee family shall be void.
- If the employee acquires a new family, a fresh nomination can be made in favor of one or more family members.

#### **FULL AND FINAL SETTLEMENT:**

- Initiation of Full and Final settlement formalities will be subjected to completion of clearance of NOC.
- Salary may be stopped to facilitate recoveries if any, and paid via the final settlement post adjustment of pending dues (where applicable).

### **3. PAY & ALLOWANCES:**

- Remuneration packages of employees are strictly confidential between the individual employee and the University; and the contents of the package shall neither be discussed nor divulged to anyone in any manner.
- Compensation structure may be altered/ modified at any time without prior notice. Salary allowances and all other payments shall be governed by the University rules as well as statutory provisions in force and subject to deduction of appropriate taxes at source.
- For the purpose of contribution to Provident Fund, Gratuity, Superannuation Fund (if applicable), encashment of leave and notice pay, salary would mean "Basic + D.A" only and all computations will be made on the basis of such "Basic + D.A"
- Payment of Gratuity and contribution to Provident Fund will be as per the provisions of the Payment of Gratuity Act 1972 and Employees Payment of Provident Fund Act, 1952 respectively

## 4. TRAVEL NORMS:

### PREAMBLE

The document provides the terms and conditions of the travel norms. The benefits provided by these norms as regards to the amounts payable by the University or reimburse to the employee.

### ELIGIBILITY:

- These norms shall cover for duty performed for the official work within the country (India). Travelling allowance is granted to an employee to reimburse to him/her the expenditure incurred on the account of duty directly related to the University work such as tour, official duty, temporary transfer, attending official meetings duly approved by the Head of the University.
- Undertaking for conferences/ seminars/ symposia any other invited event whether remunerative or non- remunerative shall not be eligible for the travelling allowance, but may be considered under the incentive/ financial assistance scheme.

### CATEGORIES OF EMPLOYEES:

Category	Designation of staff
A1	Vice Chancellor
A2	Deans, Professors, Registrar
A3	Associate Professors, Guest Faculty, HOD, Librarian
B	Assistant Professors, Academic Associates, Sr. Coordinators, Accounts Executives, Deputy Librarian
C	Coordinators, Lab Assistants, Assistant Librarian, Hostel Wardens

### TRAVELLING ALLOWANCES ENTITLEMENT:

#### JOURNEY BY RAIL

Entitlements or mode of travel for various categories of staff shall be under:

<u>Category of Employees</u>	<u>Entitlement</u>
A1	A/C First Class/ Executive Class
A2 & A3	II AC 2 Tier/ AC Chair Car
B	AC 3 Tier / AC Chair Car
C	Sleeper

- If an employee travels by higher class than the entitled one, the fair by the entitled class will be given. However, in case the journey is approved by the sanctioning authority in case of exigencies and institutional interest the entitlements shall be of higher class.

- Cancellation charges shall be reimbursed if the journey is cancelled due to the reasons attributable to the work of the University or any other reason beyond the employee's control.
- In all the above cases the actual fair paid or the entitlement, whichever is less will only be admissible.

**JOURNEY BY AIR**
**Category of Employees**

A1 &amp; A2

**Entitlement**

Economy Class

**JOURNEY BY ROAD**

- Journey by road is admissible in case if the places are not connected by rail or where journey by road is beneficial to the University.

<b>Category</b>	<b>Entitlement</b>	<b>Allowance</b>
A1	AC Taxi or below	16/km
A2 & A3	Taxi or below	14/km
B&C	Public Bus/ Fare Taxi, Autorickshaw Two-wheeler, unless other means specifically approved by controlling authority	8/km

**ENTITLEMENTS RELATING TO STAY:**
**Lodging + Boarding (inclusive of taxes) (with bills)**

<b>Category of Staff</b>	<b>Delhi (Including NCR), Mumbai, Bangalore, Chennai</b>	<b>Kolkata, Pune, Hyderabad</b>	<b>Other Cities</b>
A1	7000	5000	4500
A2	5000	4500	3500
A3	3500	3000	1500
B&C	2500	2000	1000

- Reimbursement as per actual limited to above shall be made on production of hotel bills/ receipts.
- Exceptions in case of external members/ special invites etc. shall be approved by sanctioning authority on case to case basis.

#### UNIVERSITY CAB:

The cab can be used for pick-up drop facility for delegates visiting the University for only official work the expenses of which will be borne under admin expenses.

#### 5. SALARY ADVANCE:

Salary Advance refers to employees receiving a portion of their pay before their next scheduled payday.

Eligibility: Full-time faculty members, regular full-time staff members who have been employed with Mahindra University for at least 180 days.

- Employees may have an extraordinary personal need to receive a salary advance. In such extraordinary circumstances, the Vice Chancellor may consider an eligible employee's request for a salary advance.
- To initiate a salary advance request, the employee must discuss the reasons in the form of a mail addressing to the Vice Chancellor, copying the HR and Finance dept.
- The request will be processed by looking in to the employee's salary, further sanctionable amount and period of recovery would be advised, the same would be processed up on receiving the approval from the sanctioning authority.

In the event of advance recovery pending from a separating associate as on the day of exit, settlement of the pending advance amount would be done through the full and final settlement.

#### 6. WORK PLACE ETHICS / CODE OF CONDUCT:

Mahindra University is committed to operating in an ethical, honest, and lawful manner in pursuit of fulfilling its mission and expects its employees to act in accordance with University policies. Carry out assigned duties and professional responsibilities in such a manner so as to further University mission.

Misconduct is defined as any activity by a University employee that violates a law, regulation, grant requirement, or University policy. Types of behavior that are considered misconduct include, but are not limited to: misuse of grant money, University property or resources; impropriety or fraud with respect to financial reporting or accounting; embezzlement; theft; or conspiring with or coercing another to engage in any of such behaviors.

Subjected to additional restrictions from indulging into certain activities. Therefore, the exempt employees are prohibited from indulging into following activities/conduct.

- I. Failure to provide biometrics/facial recognition for attendance is against University norms.
- II. Every employee shall observe the scheduled hours of working during which he/she must be present at the place of his/her duty.
- III. Resorting to any violence
- IV. Stealing, misusing, destroying, defacing or damaging Institute property or property belonging to someone else.



- V. Using real or replica firearms or other weapons, explosives (including fireworks), ammunition, drugs, or toxic or otherwise dangerous materials in the University premises.
- VI. Making false accusations against any member of the University.
- VII. Any act of discrimination based on an individual's gender, caste, race, religion or religious beliefs, skin color, region, language, sexual orientation, marital or family status, physical or mental disability, etc.
- VIII. Union activities
- IX. Avoid political activities.
- X. Promote any religious symbols within campus, including hostels.
- XI. Working part or full time in any other place or University/Organization.
- XII. Mis-behavior during any activity of the University.
- XIII. Organizing meetings and processions without permission from the University.
- XIV. Employees of University shall not disclose their compensation package to anyone nor shall be permitted to discuss the compensation of any other employees to others.
- XV. Be honest in dealing with the University funds and while seeking/accepting contributions.
- XVI. Faculty should perform their duty in the form of teaching, tutorials, practical, seminar and research work conscientiously and with dedication.
- XVII. Do not discriminate the students on personal bias in teaching, guiding and academic assessment & evaluation.
- XVIII. Make available to the student even beyond their class hours and help and guide students without any remuneration or reward.
- XIX. Under no circumstances should employee attend for duty under the influence of alcohol or drugs.
- XX. Any violation of these rules will be dealt with severely.

The University shall promptly investigate complaints of misconduct and take appropriate remedial action. A report will be promptly and thoroughly investigated with all reasonable efforts made to protect the identity of the person who made the report (A complaint of misconduct can be made by any student, staff or faculty member of the University to the given email id [discipline@mahindrauniversity.edu.in](mailto:discipline@mahindrauniversity.edu.in)). Upon receipt of reports of scientific misconduct, the University Disciplinary Committee to investigate the matter and suggest appropriate measures on a case to case basis.

It shall be the duty of stakeholders to make themselves acquainted about the principles and provisions of the Code and it would be deemed that all the stakeholders are aware about it and no plea of ignorance shall be accepted during the proceedings in case of any violation.

## **7. CONFIDENTIALITY & IPRS POLICY:**

- During employment with the University, employees shall at all times, observe secrecy in respect to any technical, trade or business data, Student names / organization details or any other information that might come to their knowledge and possession, which according to the University are

necessarily confidential and form valuable property to the university. Employees shall neither disclose nor cause the disclosure of any such data/ information in any manner whatsoever. Employees shall also be responsible for the protection and furtherance of the university's best interest at all times, including after they cease to be in the University's employment.

- University expects utmost discretion and confidentiality of information to be maintained at all times even beyond the employment term. Any indiscretion or willful sharing of confidential information with third parties shall be deemed as a misconduct and may result in immediate termination of services without any compensation.
- Employ or solicit for employment, or advise or recommend to any other person or entity that they employ or solicit for employment, any employee of the organization solicit or encourage any employee of Mahindra University to leave the employ of the University, to do any act that amounts to disloyal to the University, is inconsistent with the interests of the University.
- Make any statements or perform any acts intended to interfere with, or reasonably likely to interfere with or having the effect of interfering with, any interest of Mahindra University.

## 8. IT SECURITY GUIDELINES

IT Security is the responsibility of all staff and students in the University, the users of Mahindra University IT Resources are expected to abide by the following guidelines. These set of guidelines are applicable to all the staff (full time, contract, third party vendors), violations of the guidelines may be subject to strict disciplinary actions and may lead to termination of services.

- 1) In the event of loss, misplacement or theft or any damage caused to the MU issued assets or any part thereof, caused by wilful negligence or deliberate misuse on users' part, the user shall be solely responsible and may be liable, to compensate the company for the value of the asset.
- 2) Staff should return / surrender the MU assets and other IT resources / accessories along with all the information/data, under their possession when called upon by authorized person(s) to receive the same or / in the event of separation or termination from the services by Mahindra University.
- 3) Ensure that passwords must be equal to or more than 8 alphanumeric characters including special characters' example: "Admin8887#\$\$"
- 4) Refrain from sharing passwords or accounts with anyone, including trusted friends or family members. Users will be held responsible for any action performed using their accounts. Mahindra University (MU) staff will never ask users for their passwords.
- 5) Participating in chain or pyramid mails, sending virus infected emails or sending abusive/pornographic pictures, texts, audio/video clipping and sharing messages/files/ communication against any caste, religion or race is forbidden.
- 6) Any pirated software installation would be considered official policy violation and may be treated as security incident and may be subject to disciplinary action.
- 7) User shall neither visit nor access pornographic, racist and illegal sites, or downloads from the same Internet sites that contain obscene or offensive material. Access to too many (if not all) sites considered to contain "unsuitable" material shall be prevented by using a filtering system. As and when new sites of this nature appear online and come to the attention of Mahindra University, they shall be blocked as soon as possible.
- 8) User should not use Internet for accessing sites promoting gambling, personal commercial benefits or money laundering.
- 9) User should not download any software or electronic files without implementing anti-virus protection measures.

- 10) All content downloaded from Internet should be thoroughly checked by the user to make sure they do not include viruses, Trojan horses, and other malicious code.
- 11) User shall not send or knowingly receive any material that is obscene or defamatory or derogatory which is intended to harass, annoy or intimidate another person.
- 12) User shall not represent personal opinions as those of Mahindra University by using emails or any social media platform.
- 13) User shall not make or post indecent remarks, proposals or materials on the Internet (Blogs, social networking sites).

## 9. GRIEVANCE REDRESSAL

The Grievance Redress Mechanisms for Faculty/Staff and Students/Parents are given below:

### (1) For Faculty and Staff

University policy on Grievance Redressal Mechanism for faculty and staff has been prepared dealing with different kinds of grievances – and has three levels of grievance redressal of which Level-III is the Appellate Authority. [A brief matrix of grievances and their redress is as follows](#)

#### Grievances of Faculty

Nature of Grievance	Level – I Grievance Handling	Level – II Grievance Handling Authority	Appellate Authority
Against an action of Peer Group	HOD	Dean of School	VC
Against HOD	Dean of School	-	VC
Against Dean	VC	-	Chancellor
Against an Officer or Support Staff	Line Manager		VC
Performance Appraisal, etc.	Dean of School	-	VC
Service Matters	Head HR	-	VC
Work place facilities/etc.	Head Admin	-	VC
Library Function	Head Library	Chairman, Library Committee	VC

#### Grievances of Staff/NT Faculty

Nature of Grievance	Level – I Grievance Handling	Level – II Grievance Handling Authority	Appellate Authority
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Against an action of any Faculty Member	Concerned HOD	Dean of School	VC
Against an action of any Staff Member	Reporting Officer	Head HR	VC
Against Reporting Officer	-	-	VC
Against action of any Admin Department	Head Admin		VC
Performance Appraisal, etc.	Head HR	-	VC
Service Matters	Head HR	-	VC
Work place facilities/etc.	Head Admin	-	VC

## (2) For Students and Parents

Students are encouraged to resolve concerns or problems directly with the person(s) / Department concerned through personal discussions / counselling in that the aggrieved students should first approach the respective Course Coordinator who will informally try to resolve the problem. Wherever necessary, the Course Coordinator may seek guidance from the appropriate authority for the purpose.

A Matrix for Grievance Redressal Mechanism for students has been prepared dealing with different kinds of grievances. The Grievance Redressal Mechanism has three levels of grievance redressal of which Level-III is the Appellate Authority.

### Student Related Grievances

Nature of Grievance	Level – I	Level – II	Appellate Authority
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	<b>Grievance Handling</b>	<b>Grievance Handling Authority</b>	
Academic Related	Concerned HOD	Dean of School	VC
Faculty related	Concerned HOD	Dean of School	VC
Registration related	Concerned HOD	Registrar	VC
Examination related	Concerned HOD	COE / Faculty in charge (Exams)	VC
Internships / Placements	Head Placement	Dean of School	VC
Amenities & Services	Head Admin	Chairman Student Affairs	VC
Hostel related	Coordinator Student Affairs	Chairman Student Affairs	VC
Finance related	Head Finance	-	VC
Student to student related	Coordinator Student Affairs	Chairman Student Affairs	VC