

## **ORDINANCE NO. 5A**

### **Service Rules of Non-Teaching Staff appointed by University.**

In pursuance of the provisions under section 5 (v) of Powers of the Board of Management under MOA of the Manav Rachna International Institute of Research and Studies (MRIIRS), a Deemed to be University under Section 3 of UGC Act, 1956, the Board of Management of the Manav Rachna International Institute of Research and Studies (MRIIRS), hereby makes the following revised Ordinance relating to service rules of non-teaching staff appointed by the University.

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

- 1.1 This Ordinance may be called Manav Rachna International Institute of Research and Studies (MRIIRS) Ordinance No. **5A** titled '**Service Rules of Non-Teaching Staff appointed by University**'
- 1.2 This shall apply to all employees of the University (other than teachers) and shall include Librarian, Deputy Librarian, Assistant Librarian, Director of Sports, administrative posts like Registrar, Finance Officer, Controller of Examination, Deputy Registrars, Assistant Registrars, Chief Managers, Senior Managers, Managers, technical supporting staff, office staff and such other posts of University as may be treated at par with Non-teaching Staff by the Board of Management.
- 1.3 The terms and conditions of service of the staff appointed by the University shall be those as embodied in the Agreement of service annexed hereto which every employee of the University appointed on regular basis shall be required to enter into.

#### **2. DEFINITIONS**

Words and expressions used in this Ordinance shall have the meanings assigned to them in the Memorandum of Association, Regulations and Byelaws of Manav Rachna International Institute of Research and Studies (MRIIRS), unless the context otherwise requires.

#### **3. RECRUITMENT**

- 3.1 Subject to the fulfillment of the requirements as prescribed in the Recruitment Rules for each post & all permanent posts of non-teaching staff shall be filled by direct recruitment through all India advertisement and selection on the basis of merit by duly constituted selection committees set up as prescribed in

accordance with the UGC Regulations on Minimum Qualifications for appointment of non-teaching staffs and other Administration Staff in Universities and colleges and Measures for the Maintenance of Standards in Higher Education, 2018 as amended from time to time, after interviewing the candidates. The appointments will be made by the Board of Management on the recommendations of the Selection Committees. Appointments may also be made on the recommendation of a selection committee for a particular post by considering the candidature in absentia in any special case.

### **3.2 RESERVATIONS**

There will be no reservation of any kind for recruitment of non-teaching staff.

## **4. MEDICAL FITNESS**

### **4.1 On first appointment**

Every person, on his first appointment in the University through direct recruitment on regular basis shall be required to produce a medical certificate of fitness in the prescribed form from the competent authority of a Govt. hospital of Govt. of Haryana or any other State Govt. or Govt. of India or a reputed private hospital. 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 non-teaching staff has already been medically examined by a medical authority of a Govt. hospital for his previous appointment and if the required standard of medical fitness for the new post is the same, he shall not be required to undergo a fresh medical examination.

### **4.2 For efficient discharge of duties**

The appointing authority may require a non-teaching staff 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 non-teaching staff is not fit to perform his duties satisfactorily. The non-teaching staff shall, however, have the right to appeal to the appellate medical board against the decision of the first medical board.

**5. JOINING TIME**

The joining time shall be according to the Terms and Conditions mentioned in the Appointment Letter and / or Agreement of Service.

**6. DECLARATION OF AGE**

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

**7. WHOLE TIME OF AN EMPLOYEE**

7.1 Unless otherwise expressly provided for, the whole time of a non-teaching 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.

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

**8. PAY AND ALLOWANCES**

The pay and other allowances payable to all the categories of non-teaching staff shall be in such pay scales or at such stage of such pay scales as the Board of Management may adopt or decide from time to time.

**9. ANNUAL INCREMENTS**

9.1 An annual increment shall be granted to each non-teaching staff, unless it is withheld based on his/her date of initial joining service at the university as per following guidelines:

- (i) If the date of initial joining is between 16<sup>th</sup> March and 15<sup>th</sup> September, s/he will be entitled for increment from next year 1<sup>st</sup> July and every next year 1<sup>st</sup> July subsequently.
- (ii) If the date of initial joining is between 16<sup>th</sup> September and 15<sup>th</sup> March, s/he will be entitled for increment from next year 1<sup>st</sup> January and every next year 1<sup>st</sup> January.

An increment may be with-held if his conduct has not been good and / or his work has not been satisfactory, in the opinion of the appointing authority. No increment shall, however, be with-held without assigning the specific reasons in writing and

without following the procedure laid down in this regard. A non-teaching staff shall have the right to appeal to the Board of Management against the decision to withhold his annual grade increment.

9.2 The following services in the stages of full time scale shall count for increment:

- (i) Period of duty
- (ii) Service in another post, other than the post carrying less pay, whether in substantive or officiating capacity.
- (iii) All kinds of leave other than extraordinary leave.
- (iv) Joining time, in case of transfer from one place to other, if permitted.

## **10. GENERAL TERMS AND CONDITIONS OF APPOINTMENT OF A NON-TEACHING STAFF**

The following terms and conditions shall apply for appointment of a Non-teaching Staff:

- a) **Type of Appointment and Probation:** S/he will be on probation for a period of one year from date of joining her/his duties. Her/his performance will be reviewed during this period. If work and conduct is found to be up to the mark, s/he shall be confirmed on the post within a period of three months from the date of completion of one year of service. In case s/he is not confirmed formally after completion of one year of service, the probation may be further extended for a period of one more year. In this eventuality, the work and conduct shall be reviewed periodically during this period. S/he will be considered for confirmation on the completion of 2 year of service based upon her/his appraisal and will be confirmed from the date succeeding the completion of 2 year of service, if her/his service and conduct is considered up to the mark. If her/his service and conduct is not considered up to the mark, her/his services shall be dispensed with immediately without giving any notice or an opportunity for hearing.
- b) **Place of posting:** Initially, her/his place of posting shall be MRIIRS. However, s/he may be transferred at any other place within India or abroad on the rolls of Institute or otherwise in the interest of work.
- c) **Duties:** Her/his duties will be as assigned by the authority of the Institute as designated by the Board of Management. Unless otherwise expressly provided for, her/his whole time shall be at the disposal of the Institute and s/he shall serve the Institute in such capacity and in such a manner and at such places as s/he may, from time to time, be directed by the institute.
- d) **Conditions of Service:** S/he will be governed by the Conditions of Service as applicable to her/his post and notified in the relevant Statutes/ Ordinance(s)/ Regulations.

- e) **Leave:** S/he will be entitled for leave as per Leave Rule, 2011 notified by the university authority or amended and notified with the approval of the Board of Management.
- f) **Supervision and Secrecy:** S/he will work under the authority as designated by the Board of Management from time to time. S/he will carry out instructions given to her/him by her/his Superiors in connection with the work assigned to her/his satisfactorily and perform her/his duties diligently to the best of her/his ability and in the best interest of the Institute. S/he will not at any time or times, without the consent of the Institute disclose, divulge or make public except under legal obligations, any of the policies, processes of the Institute, whether the same may be confided or become known to her/him in the course of her/his service or otherwise.
- g) **Attendance:** S/he will be required to observe a six days working schedule (Monday to Saturday) as per policy and her/his hours of attendance shall be regulated to suit duties entrusted to her/him from time to time. S/he will be required to mark her/his attendance regularly as per policy of the Institute.
- h) **Outside Occupation:** While in service s/he will be a full time employee of the Institute, and as such s/he will not directly or indirectly engage her/himself in any other employment /business, trade, profession, and / or private tuition or other work to which any emolument or honorarium is attached, part time or otherwise. However, this prohibition shall not apply to the work undertaken in connection with examination of other Universities / Institutes, Apex / Statutory Bodies, Public Service Commissions or to any literary work or publication or TV / Radio Talk or Extension Lecture etc. Vice Chancellor / Board of Management may permit any other academic work on specific request. S/he will not leave her/his station of posting without prior approval of the competent authority even on holidays.
- i) **Studies:** While in the service of the Institute, s/he will not engage her/himself in any studies or professional courses full time, without prior written permission of the competent authority, which shall be granted at the sole discretion of the Institute. However, s/he may engage her/himself for studies / professional courses part time or through Distance Education / On line/ e-learning etc. provided that it does not hampers her/his performance in the discharge of her/his normal duties. S/he may be permitted to undertake studies / professional courses full time as per policies of the Institute as notified from time to time.
- j) **Communication:** Any communication sent by registered post at her/his address, as intimated by her/him in writing from time to time shall be deemed in all

circumstances to have been received by her/him within three days of the dispatch irrespective of the fact that s/he does or does not in fact receive the said communication. Her/his address for the purpose of this clause shall be as notified in the record of the Institute at the time of her/his appointment. Any change in the said address must be furnished by her/him in writing and a receipt for recording the said change must be obtained by her/him from the Institute.

- k) **Code of Conduct:** S/he will observe the Code of Conduct notified by the Institute and professional ethics as required from her/him in the discharge of her/his normal duties as notified by Institute Grants Commission or otherwise. If s/he is found to be engaged in any kind of misconduct, insubordination, criminal breach of trust or any act or conduct detrimental to the interests of the Institute or act of moral turpitude or indiscipline, her/his services may be dispensed with without giving any notice but not before giving her/him an opportunity to present her/his case. However, in such case, decision of the competent authority shall be final.
- l) **Payments and disputes:** All payments under this offer of employment or otherwise shall be due and payable only at Faridabad or the place of her/his posting, if otherwise. Any dispute related to payment of dues or otherwise shall be subject to the jurisdiction of courts of Faridabad / Punjab and Haryana High Court at Chandigarh only. However, any dispute arising out of her/his appointment in the Institute, may be referred to a Tribunal of arbitration, on her/his request, consisting of one member appointed by the Board of Management, one member nominated by you and an Umpire appointed by the Chancellor. The decision of the Tribunal in such case shall be final and no suit shall lie in any Civil /Labor Court in respect of matters decided by the Tribunal. Every such request shall be deemed to be a submission to arbitration, upon the terms of this provision, within the meaning of Arbitration Act, 1940.
- m) **Adherence to the Byelaws, Ordinance, Rules / Regulations etc.:** S/he will be bound by the Byelaws, Ordinance, Rules / Regulations etc. of the Institute as notified for the being in force in the Institute or notified from time to time in general. S/he will keep her/himself abreast of any change or notification of Byelaws, Ordinance, Rules / Regulations etc. at her/his own. Ignorance of any such Byelaws, Ordinance, Rules / Regulations etc. shall not provide her/him any immunity in whatsoever manner.
- n) **Resignation:** S/he may resign from her/his service by giving minimum one-month notice in writing or depositing one-month salary in lieu thereof, to the Institute. Similarly, the Board of Management may also terminate her/his services

without assigning any reason, after giving her/him one-month notice or one-month salary in lieu thereof. However, this condition shall not be applicable, if her/his services are dispensed with due to misconduct and / or an act of moral turpitude by giving her/him due opportunity to explain her/his position. Moreover, resignation shall not be considered if it is conditional or rendered during the leave period and s/he shall not be eligible to proceed on leave during the notice period except for Casual / Medical Leave. The terms mentioned in the appointment letter of the individual shall be applicable.

- o) **Relieving from duties:** S/he will be required to handover the charge held by her/him in the Institute including equipment, apparatus, books, learning materials, records and such other articles belonging to the Institute to the person assigned by the competent authority within the notice period and obtain 'No Dues Certificate' from all concerned in writing at all places where s/he have worked during the service with the Institute including all Centers / Branches dealing centrally, as prescribed from time to time. S/he will not get her/himself relieved at her/his own without getting proper relieving certificate from the Institute.
- p) **Condition of having more than one spouse:** S/he will not have more than one living spouse until and unless permitted by the Law.
- q) **Eventuality not covered above:** In the matters not covered above, s/he will be governed by the Byelaws/ Ordinances / Rules / Regulations notified by the Institute from time to time.

## 11. SENIORITY

The seniority of a non-teaching staff in a particular discipline shall be determined in accordance with the following principles:

- (i) Where two or more non-teaching staffs are selected at the same time for appointment, seniority shall be based on the ranking given by the selection committee provided that the date of joining in case of a non-teaching staff who has been ranked higher is not later than 3 months from the date of issue of the appointment letter to him.
- (ii) Where no ranking has been indicated by the selection committee and two or more non-teaching staffs join on one and the same date;
  - (a) in case where such non-teaching staffs are appointed from a lower post according to their inter-se seniority in the lower post, and
  - (b) in any other case, according to the age of the persons joining, the older person being deemed senior.

- (iii) Save in the cases covered by sub-clauses (i) and (ii), seniority shall be determined according to the date of joining of the non-teaching staff concerned.

## **12. TEMPORARY AND PERMANENT SERVICE**

- 12.1 A non-teaching staff shall be in the temporary service of the University, until he/she is confirmed on a permanent post in the University subject to the laid down provisions in this regard.
- 12.2 A non-teaching staff confirmed on a permanent post in the University shall be in the permanent service of the University subject to the provisions in the Byelaws.

## **13. SUPERANNUATION AND RE-EMPLOYMENT OF NON-TEACHING STAFFS**

- 13.1 Non-teaching staffs in the permanent whole time service of the University shall retire on superannuation on completing the age of 60 years. While a non-teaching staff whose date of birth falls on any day other than the first day of the month, shall retire on superannuation on the last day of that month, one whose date of birth is the first day of a month, shall retire on superannuating on the last date of the previous month.
- 13.2 The Board of Management may, on the recommendation of the Vice-Chancellor, re-employ a distinguished superannuated non-teaching staff after s/he has attained the age of 60 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 services of such non-teaching staffs are required in the interest of the University.
- 13.3 Subject to the provisions of sub-clause (2), the terms and conditions of service of a re-employed non-teaching staff 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.

## **14. LEAVE RULES**

Leave rules, as laid down in the Ordinance shall be followed for University non-teaching staffs.

## **15. PERFORMANCE APPRAISAL**

- 15.1 Performance appraisal for non-teaching staffs including self-appraisal of performance as per UGC guidelines, as the case may be, shall be written in the



proforma prescribed in the University Authority. Performance appraisal shall be a mandatory part of the Career Advancement Scheme.

15.2 The performance appraisal reports shall be submitted to the reviewing and accepting authorities as prescribed in the University Authority.

**16. CODE OF PROFESSIONAL ETHICS:**

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

**17. LIEN AND DEPUTATION**

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

**18. COMPULSORY DEDUCTIONS**

No deduction of any kind shall be made from the salary of a non-teaching staff except,

- (a) where a non-teaching staff occupies a house or other dwelling accommodation provided by the University, the amount of the license fee of that house or other dwelling accommodation shall be deducted from his/her salary each month, but where the non-teaching staff is required to occupy the house or other dwelling accommodation as part of the term of his/her engagement, the amount of rent payable shall not exceed one-tenth of his/her monthly salary.
- (b) where a non-teaching staff agrees for certain deductions like refund of advances taken from provident fund, house building advance, conveyance advance, etc., electricity and water charges in respect of a house provided by the University, deductions shall accordingly be made, or where any deductions are required to be made under any law or by an order of the Court, such deductions shall also be made.

**19. SPECIAL PROVISION FOR EXISTING EMPLOYEES**

Every non-teaching staff holding a regular post in the University at the time of notification of this ordinance, shall, on such notification be deemed to have been appointed under the provisions of this ordinance and will be required to sign the agreement as prescribed, in case he intends to continue.

**20. RECORD OF SERVICE**

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

**21. TRAVELLING AND DAILY ALLOWANCES Etc.**

Non-teaching staffs shall be entitled to traveling and daily allowance etc. according to the provisions applicable to employees of the University as notified in the regulations.

**22. RESIDUARY CONDITIONS OF SERVICE & REMOVAL OF DOUBTS**

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