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UPES

UNIVERSITY WITH A PURPOSE

UPES PRINCIPLES OF ENGAGEMENT

Human Resources

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I. Employee Separation Policy

1. Objective

1.1. The objective of this policy is to lay down the guidelines to be followed at the time of separation of employees from UPES due to any of the below mentioned reasons:

- 1.1.1. Resignation
- 1.1.2. Retirement
- 1.1.3. End of Contract (for contract/fixed term employees)
- 1.1.4. Termination of services
- 1.1.5. Retrenchment / Redundancy
- 1.1.6. Unforeseen event

2. Applicability

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

3. Guidelines

3.1. Resignation

- 3.1.1. Resignation is defined as a permanent separation from employment that is initiated by the employee.
- 3.1.2. An employee should not leave or discontinue her/his service with UPES without giving a prior notice in writing of her/his intention to leave or discontinue the service.
- 3.1.3. Any employee leaving UPES should submit the resignation in writing (via email/letter) to the Reporting Manager
- 3.1.4. The Reporting Manager shall share the resignation in writing (via email/letter) with the School/Functional Head and HR.
- 3.1.5. HR along with the Reporting Manager/Head of Department of the employee should interact with the resignee to understand the reason. Post this discussion, with mutual consent if,
 - a. The resignee chooses to stay back, s/he shall withdraw her/his resignation in writing (via email/letter)
 - b. The resignee chooses to continue with the decision to resign, acknowledgement of the resignation letter in the form of Resignation Acceptance letter (Annexure 22) will be issued to the employee and maintained by HR.

3.1.6. Notice Period

- a. The period of notice shall be as follows in case of Resignation from service:

Types of Employees	Duration of Notice
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All faculty members/	3 months; end of the semester should be the deciding criteria for finalization of last working date from date of resignation
Employees in band EM1 and above	3 months; end of the semester should be the deciding criteria for finalization of last working date from date of resignation for School Heads and Registrar
Non-faculty	1 month
Employees on Contract	1 month

- b. Applicable notice period shall begin on the date when the concerned employee has given the resignation in writing to the Reporting Manager.
- c. All employees are required to serve full notice period or pay in lieu, the salary for the notice period not served.
- d. Under such circumstances, the amount payable for unserved notice period can be adjusted against the amount payable for the balance PLs.
- e. However, UPES at its discretion can relieve the employee from the services earlier than the above defined notice period in case s/he has fulfilled all work commitments, and/ or the resignation is made at the end of the Academic Session. Under such circumstances the remaining notice period shall be waived off.

3.1.7. Last Working Day

- a. The last working date will be mutually decided between the Reporting Manager, HR and the Employee and it will be approved by the School/Functional Head.
- b. If the last day of the notice period falls on a holiday or weekly-off, the employee shall be relieved on the working day prior to the holiday/ weekly off.

3.1.8. Leaves during Notice Period

- a. The employee is not allowed to take any leave during the Notice Period.
- b. In exceptional cases (medical or other exigency), the employee may be allowed to avail PL or CL, with prior approval from Reporting Manager. In that case the last working date will be extended by number of leaves availed based on the discretion of the Reporting Manager and School/Functional Head.
- c. Leaves (PL/CL) will be accumulated till the last working day of the Employee.

3.2. Retirement

3.2.1. Retirement Age

- a. Faculty members shall retire from UPES on completion 65 years. However, they may be reappointed on contract basis till they attain the age of 70 years.
- b. Non- Faculty members, shall retire from UPES on completion of 60 years of age. However, an extension on contract basis up to 2 years may be provided at the discretion of the University.

3.2.2. **Date of Retirement**

- a. The date of retirement shall be either June 30th or December 31st, whichever falls after the date on which the employee attains the age of
 - 65 years in the case of faculty
 - 60 years in the case of non-faculty member.

3.3. **End of Contract**

- 3.3.1. A contract if not extended will end on the date mentioned in the contract.
- 3.3.2. The process for Performance Appraisal and Contract Renewal (Annexure 16) shall begin 1 month before the end of contract.
- 3.3.3. The appraiser of the employee shall provide performance feedback and recommendation to renew or end the contract.
- 3.3.4. The School/Functional Head shall approve the extension/termination of contract based on the recommendation of the appraiser.
- 3.3.5. HR will issue a Contract Renewal (Annexure 17)/ Contract Completion (Annexure 18) letter to the employee based on the approval of the School/Functional Head.

3.4. **Termination of Services**

- 3.4.1. Subject to the provisions of rules and regulations, UPES may terminate the services of any employee, if it is felt that that her/his continuance in the service is not in the interest of UPES.
- 3.4.2. The power to terminate the services of any employee shall be exercised only by the Vice-Chancellor.
- 3.4.3. The option to dismiss the services of an Employee shall generally be exercised under the following circumstances:

a. **Violation of Code of Conduct/Policy on Prevention Sexual Harassment**

- In case of Violation of Code of Conduct or Policy on Prevention of Sexual Harassment, an enquiry shall be initiated by UPES as per the provisions of Code of Conduct Policy/ POSH and principles of natural justice. UPES will provide reasonable opportunity to the concerned employee to present her/his case in respect of the allegations set out against her/his.
- In case of proven misconduct, UPES shall have the right to terminate the services of the employee by giving prior notice.
- Any notice of resignation given by such an employee shall not take effect unless it is accepted by the Vice-Chancellor and hence the employee will not be officially relieved from the services of the University.

b. Unsatisfactory Performance

- Termination of service for reasons of performance, which is consistently unsatisfactory or below expectations, may be resorted to by the University.
- The termination can be initiated in the following cases:
 - Unsatisfactory performance post extension of probation would lead to discontinuation of services
 - Unsatisfactory performance in the Evaluation of Performance Improvement Program (PIP) (Annexure 20) post appraisal may result in termination of services
- In case of termination on account of unsatisfactory performance, UPES will provide notice or payment in lieu of notice to the concerned employee, in accordance with the terms of employment.

c. Retrenchment or Redundancy

- UPES may retrench an Employee for reasons not relating to the Employee's performance or behavior.
- This may happen in case of restructuring or phase out of departments/functions for strategic reasons, at the discretion of the University.
- In such cases, UPES will provide notice or payment in lieu of notice to the concerned employee, in accordance with the terms of employment.

3.5. Unforeseen event

3.5.1. In the unfortunate event of death while in service, HR shall render the following assistance:

- a. The Director - HR in consultation with the School/ Functional Head and approval from Vice-Chancellor/Chief Commercial Officer will provide the necessary support to the employee's family in terms of any help that may be needed by the family to deal with the emergency.
- b. Advance amount, if required, to the next of kin to take care of immediate expenses.
- c. Full and final settlement of dues to be done within 15 days, from which the advance will be adjusted

Process expeditiously the Provident Fund / Gratuity / Medical-claim Cover Settlements and other statutory benefits granted to the deceased employee as accrued during her/his employment with UPES

3.6. Handover & Clearance of Dues:

- 3.6.1. It is expected that the separating employee shall complete his/ her work and commitments before the relieving date.
- 3.6.2. The employee must settle all amounts due to UPES prior to her/his separation, including Loans, Advances, etc.

- 3.6.3. The Employee should also, prior to final settlement, hand over any returnable or leased property of UPES which includes:
- a. Laptops, desktops, printer, data cards, etc.
 - b. Stationary, cabinet keys, ID cards, books issued from Library, etc.
 - c. Various files / documents (to the Reporting Manager)
- 3.6.4. The Employee must complete the Exit Clearance Form (Annexure 24) and submit it to HR.
- 3.6.5. The Relieving Letter (Annexure 25), Experience Certificate (Annexure 26) will be issued only if the Employee settles all dues prior to her/his discharge from UPES

3.7. Full & Final Settlement

- 3.7.1. Last month's salary of the outgoing Employee will be paid along with the Full and Final Settlement of all dues within 45 days after her/his exit. However, if the employee is required to work for less than 15 days in the last month of service with UPES, then the last 2 month's salary shall be paid along with the full and final settlement.
- 3.7.2. Upon separation an employee is entitled to the following salary & benefits. The salary & benefits will be calculated on pro rata basis up to the date of separation:
- a. Monthly remuneration till the last working day;
 - b. Unclaimed salary reimbursements;
 - c. Unclaimed expenses (if applicable);
 - d. Encashment of Privilege Leaves (if applicable);
 - e. Performance incentive for the preceding performance cycle, as per the terms of employment which will be payable only if the employee is on the rolls of UPES on the date when incentives are paid/disbursed;
 - f. Gratuity (if applicable).
- 3.7.3. The net amount of dues will be paid to the employee after adjusting deductions and recoveries as applicable.
- 3.7.4. In addition to this, UPES will provide assistance for settlement or transfer of Provident Fund.

3.8. Exit Interview

- 3.8.1. Each Employee separating from UPES will go through an exit interview
- 3.8.2. It is HR's responsibility to initiate and complete the exit interview process for the Employee.
- 3.8.3. The outgoing employee must fill the exit interview form (Annexure 23) and handover the same to HR.
- 3.8.4. HR would use the inputs to understand the employee's experience at UPES and reasons for her/his resignation, and to develop action plans for improvement.

3.9. Contact Information for Future Correspondence

3.9.1. Separating employees are required to provide their contact details and addresses for future correspondence, if need arises.