



Z. H. SIKDER UNIVERSITY OF
SCIENCE AND TECHNOLOGY

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EMPLOYMENT REGULATIONS 2024

*Approved by the Board of Trustees in exercise of the powers conferred
by sections 16(3) and 43 of the Private Universities Act 2010*

*Made by the Syndicate in exercise of the powers conferred by sections
18(3) and 43 of the Private Universities Act 2010*



Regulations No 2

Employment Regulations 2024

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Regulations No 2

Employment Regulations 2024

The Board of Trustees submits these Regulations to the University Grants Commission of Bangladesh for approval in exercise of the powers conferred by sections 16(3) and 43 of the Private Universities Act 2010.

The Board of Trustees on 23 October 2024 approved these Regulations in exercise of the powers conferred by sections 16(3) and 43 of that Act.

The Syndicate on 22 October 2024 made these Regulations in exercise of the powers conferred by sections 18(3) and 43 of that Act.

Part 1

INTRODUCTION

1 Aim of the University

The aim of the University is to establish and maintain the conditions where meaningful learning and academic scholarship of the highest standard is possible.

2 Interpretations

In these Regulations –

“Academic Council” or “the Council” means the Academic Council of the University constituted under section 19 of the Act;

“the Act” means the Private Universities Act 2010;

“Board of Trustees” or “the Board” means the Board of Trustees of the University constituted under section 15 of the Act;

“Disciplinary Committee” means the Disciplinary Committee constituted under section 28 of the Act;

“Grievance” means the problems or concerns regarding the work of employees’ or relationships with their colleagues which they wish to raise and have addressed;

“in a university context” means any of the following –

- (a) on university premises;
- (b) in the course of university activity within or outside the University whether academic, sporting, social, cultural, or other;

“Pro-Vice-Chancellor” means the Pro-Vice-Chancellor of the University appointed under section 32 of the Act;

“Registrar” means the Registrar of the University;

“Syndicate” means the Syndicate of the University constituted under section 17 of the Act;

“Treasurer” means the Treasurer of the University appointed under section 33 of the Act;

“the University” means the Z. H. Sikder University of Science and Technology;

“Vice-Chancellor” means the Vice-Chancellor of the University appointed under section 31 of the Act.

3 Application

- (1) All employments shall be subject to and governed by the conditions of these Regulations or any other Regulations made under it except in cases mentioned in paragraph 2.
- (2) These Regulations apply to all employees except the following –
 - (a) the Vice-Chancellor;
 - (b) the Pro-Vice-Chancellor;
 - (c) the Treasurer;
 - (d) part-time and casual employees;
 - (e) ad hoc employees;
 - (f) fixed-term contract employees;
 - (g) employees whose wage is given on daily basis.
- (3) Any employee mentioned in paragraph 2 shall not act in a manner prejudicial to the best interest of the University.

Part 2

TYPES OF EMPLOYMENT AND APPOINTMENT PROCEDURES

4 Types of employees

There shall be three classes of employees at the University –

- (a) Academic staff;
- (b) Administrative staff;
- (c) Support staff.

5 Service organization and job description

- (1) The Syndicate may by regulations allocate or reallocate the business of the University to any office.
- (2) The Syndicate may change from time to time the post, duties, liabilities, jurisdiction or privileges of any employee.
- (3) Subject to approval of the Syndicate, an employee may be recruited with such condition as the Recruitment Committee may think fit.
- (4) Subject to the Act, the Statute, Ordinances, and Regulations the Registrar in consultation with the Vice-Chancellor shall be responsible to prepare job description and definite job objectives for each post of the University. The job description shall clearly define the duties and responsibilities of a post. In preparation of the job description and job objectives the Registrar shall consult with the person currently incumbent in the post and shall take into account any reasonable recommendation made by such person.

6 Authority to employ and dismiss employees

All powers to appoint and dismiss employees shall be retained by the Board upon recommendation from the Syndicate.

7 Service contract

Every salaried teacher and officer of the University shall be appointed on a written contract which shall lay down the terms of appointment, duties and emoluments of the employee concerned and the manner in which the contract can be terminated. The contract shall be signed by the Treasurer on behalf of the University and a copy thereof shall be furnished to the teacher or officer concerned.

8 Appointment generally

All appointments shall be made in accordance with the approved organogram of the University.

9 Appointment of Vice Chancellor, Pro-Vice Chancellor and Treasurer

Appointment of Vice-Chancellor, Pro-Vice-Chancellor, and Treasurer shall be made in accordance with the Act.

10 Appointment of other employees

Appointment at posts other than the posts mentioned in Regulation 8 may be made either by –

- (a) direct recruitment;
- (b) promoting existing employees.

11 Offer letter

- (1) After approval of the Syndicate, the Registrar shall issue offer letters to successful candidates. Offer letters shall include the main terms of employment and the principal benefits receivable by the employee.
- (2) An offer letter when signed by the candidate shall be deemed to the letter of appointment of the respective candidate.

12 Probation

- (1) All permanent employees shall be appointed on the condition that he or she should complete a mandatory probationary period of 12 months from the date of their joining. During this probationary period an employee shall prove their suitability for the position.
- (2) A member of teaching staff shall publish or submit to publish at least one article in a reputed peer-reviewed journal during his or her probationary period to successfully complete such period. Failure to accomplish such publication or submission shall render the employee ineligible for confirmation.
- (3) If during the probationary period an employee fails to successfully demonstrate that he or she is suitable for the position, then he or she may be terminated or the period of probation may be extended up to another 12 months, and the employee may be confirmed or terminated after such extended period of probation.
- (4) An order to terminate a probationer shall indicate the grounds for termination but no formal proceedings shall be necessary.
- (5) In case a probationer has to be discharged, he or she shall be given one month's notice or one month's pay in lieu thereof. The service of probationer may be terminated without notice in cases where necessary.
- (6) No appeal shall be made against an order discharging a probationer.

- (7) At any time before confirmation, an employee may resign from his or her service provided one month's notice is given in writing or one month's pay in lieu thereof is surrendered.
- (8) An employee during the probationary period shall be regarded to have held the temporary position in which he or she has been recruited or promoted.
- (9) On successful completion of probation his or her position shall be regarded as confirmed.

13 Confirmation

- (1) A probationer shall not be confirmed until he or she has served on probation for the prescribed period and a review of his or hersuitability for the position is undertaken. For academic staff such review shall be undertaken by the Academic Council with separate reports from the respective Academic Committee and Faculty. For other employees such review shall be undertaken by a review committee appointed by the Syndicate.
- (2) The Syndicate may by regulations make provision about probation and confirmation.

14 Seniority

- (1) Separate seniority lists for distinct types and positions of employees shall be maintained by the Registrar.
- (2) Subject to the paragraph (1) seniority of employees in a pay grade shall be determined by their date of joining.
- (3) If two or more persons share the same joining date their seniority shall be determined by order of merit, and when two or more persons secure the same merit position, their seniority shall be determined by their age.
- (4) Fixed-term or ad hoc appointments shall not be counted for seniority.
- (5) A person shall lose his or her seniority in cases when placed in a lower grade as disciplinary punishment.

15 Appointment of fixed-term contract employees

- (1) A person may be appointed on contract for a fixed period under such terms and conditions as determined from time to time.
- (2) A person may be appointed on temporary basis under specific terms and conditions specifically mentioning the period.
- (3) A person may also be appointed as casual employee on daily basis under specific terms and conditions.

- (4) The Syndicate may by regulations specify the procedures of appointment under this regulation.

16 Promotion

- (1) Promotion to permanent employees shall be given based on merit, skills, performance, and seniority.
- (2) No employee can claim promotion based on seniority only.
- (3) All promoted employees shall be placed in probation for a period of 12 months before being confirmed, provided that if the employee's performance during probation is not satisfactory, the period of probation may be extended for another 12 months.
- (4) Employees who are not employed in a permanent post shall not be eligible for promotion.

17 Promotion board

For employees of all types and grades, the respective recruitment board shall be considered as the promotion board.

18 Gradation of officers

Officers of the University shall be graded as follows –

- (a) Chief;
- (b) Additional;
- (c) Deputy;
- (d) Assistant;
- (e) Section officer.

19 Service record

- (1) Service record of all employees shall be maintained by the Registrar from the date of respective employee's appointment till he or she leaves or retires from service.
- (2) The record shall be kept in the form and manner the Registrar deems fit subject to guidelines framed by the Syndicate in this regard from time to time.
- (3) An employee shall reserve the right to inspect his or her service record, but may not be entitled to see any confidential report on his or her performance or any other matter made by any other employee or authority of the University.

Part 3

COMPENSATION AND BENEFITS

20 Compensation for employees

The University's compensation scheme for employees shall include the following—

- (a) salary;
- (b) administrative supplements;
- (c) extra payment;
- (d) research funds and conference grants.

21 Salary

- (1) All types of employees are entitled to salary.
- (2) Salaries shall be paid monthly over a twelve-month period.
- (3) The first salary payment shall be made at the end of the first month in which the appointment becomes effective.
- (4) The Syndicate from time to time decide the period of month for the purposes of this regulation.

22 Pay scale

- (1) There shall be an approved pay scale for the University.
- (2) Employees appointed on negotiated salary shall receive their compensation as per the terms of their service contract.
- (3) Employees on temporary and casual service may have separate pay as may be determined by the Syndicate.

23 Administrative supplements

- (1) Administrative supplements are compensation received by academic staff for official appointments such as chair of a department, centre director, dean, etc.
- (2) Administrative supplements shall be payable monthly.
- (3) The first payment shall be made at the end of the first month in which the appointment becomes effective.
- (4) The rates or amounts of administrative supplements shall be determined by the Syndicate from time to time.

24 Extra payment

- (1) Extra compensation shall be paid by the University to all salaried employees for services performed in addition to their normal job functions.
- (2) The compensated activity must clearly fall outside of the normal job requirements and must not be used as a regular supplement to an individual's salary.

- (3) The rates or amounts of extra compensation shall be determined by the Syndicate from time to time.

25 Research funds and conference grants

- (1) Academic employees are eligible for research funds and conference grants which shall be allocated through respective deans.
- (2) Employees other than an academic employee may be awarded conference grants.
- (3) The rates or amounts of research grants and conference grants shall be determined by the Syndicate from time to time.

26 Special emoluments

- (1) The Board on recommendation of the Syndicate may grant special allowances to all employees or any number of them.
- (2) “Special allowances” in paragraph (1) shall include allowances paid to exceptional employees for retention purpose.

27 Welfare measures

- (1) The Board on recommendation of the Syndicate from time to time shall adopt measures to improve the welfare of employees and members of their families, which shall include education, residence, health etc.
- (2) In this regulation “family” means an employee’s spouse, dependent children, parents, adopted son (for Hindu employees), minor brother, and unmarried, divorced or widowed sister.

28 Welfare funds

- (1) The Board on recommendations of the Syndicate may constitute one or more welfare funds under such provision as it may think necessary.
- (2) The Syndicate may by regulation make provision for the operation and management of welfare funds to be constituted under paragraph (1).

29 Long service allowance

- (1) The Board on recommendations of the Syndicate may award employees who have completed 25 years of continuous service.
- (2) The Syndicate may by regulation make provision for the form and manner of the award to be given under paragraph (1).

30 Health and wellbeing benefits

- (1) The Board on recommendations of the Syndicate may approve measures for providing health and wellbeing benefits to any type of staff.
- (2) The Syndicate may by regulation make provision for the measures to be taken under paragraph (1).

31 Preferential access to University facilities

- (1) University staff are given preferential access to University facilities.
- (2) The Syndicate may by regulation make provision for preferential access to be accorded under paragraph (1).

32 Extra compensation in certain cases

- (1) If an employee suffers physical or mental harm in course of his or her duty, he or she shall be eligible to receive such compensation as is reasonable.
- (2) If any suit or proceedings is filed personally against an employee for any issue relating to his or her duties of the University performed in good faith, the University shall bear all the cost incurred in defending the suit or proceeding, provided that if the employee is found to be in breach of the Act, the Statute, these Regulations, Ordinances or Regulations of the University which leads to the suit or proceedings, he or she shall not receive the benefit provided under these Regulations.

33 Incentives, recognition, and awards

- (1) The Syndicate shall submit to the Board for its approval a scheme for recognition of exceptional performance, special success, innovation, or contribution of employees.
- (2) The recognition in paragraph (1) may be in the form of awards or financial grants, or both.

34 Loan scheme

- (1) The Board on recommendations of the Syndicate may approve loan schemes for any type of staff.
- (2) The Syndicate may by regulation make provision for the loan schemes established under paragraph (1).

35 Relocation expenses

- (1) The Board on recommendations of the Syndicate may approve relocation expenses schemes for any type of staff on their first joining.
- (2) The Syndicate may by regulation make provision for the relocation expenses schemes established under paragraph (1).

36 Travel benefits

- (1) The Board on recommendations of the Syndicate may approve travel benefits schemes for any type of staff.
- (2) The Syndicate may by regulation make provision for the travel benefits schemes established under paragraph (1).

37 Training and career development

- (1) All expensed relating to training and career development programmes which an employee is required by the University to attend shall be reimbursed by the University.
- (2) The Syndicate may by regulation make provision for reimbursement of training expenses.

38 Pension scheme

- (1) The Board on recommendation of the Syndicate shall provide appropriate pension scheme to all employees.
- (2) The Syndicate may by regulation make provision for pension scheme.

39 Gratuity

- (1) The Board on recommendation of the Syndicate may grant gratuity to employees at such rate as it may please.
- (2) The Syndicate may by regulation make provision for gratuity scheme.

40 Increment

- (1) All permanent employees who are appointed on a regular pay grade have successfully completed the probationary period shall be entitled to get yearly increment as per pay scale, provided that increments are payable only on the basis of performance of the employee, and on no other basis.
- (2) All leaves other than those which do not add up to an employee's service shall be calculated for period of increment.
- (3) The Syndicate may by regulation prepare a scheme for grant of additional increments for outstanding employees.

41 Overtime policy

- (1) All employees other than an academic staff or a higher-level administrative staff shall be entitled to overtime benefits.

- (2) The Syndicate may by regulations make provision for this matter and determine the rates and amounts of overtime benefits.

42 Flexible working

- (1) University working hours may be relaxed for an employee upon application and on recommendation of the head of the unit.
- (2) The Syndicate shall establish regulations governing the procedures and criteria for granting flexible working hours, ensuring that such adjustments align with the operational needs of the University while accommodating employees' requests.

43 Safe and healthy working conditions

The Syndicate shall make by regulations provisions for safe and healthy working conditions.

44 Review and development of employees

- (1) Performance evaluation of all employees shall be conducted every year in the form and manner prescribed by the Syndicate.
- (2) Performance of academic employees shall be evaluated with respect to teaching, research, extra-curricular and administrative activities.

45 Allowance in case of removal or dismissal

An employee who is removed or dismissed from service ceases to get pay and allowances as the case may be from the date of such removal or dismissal, but shall not be deprived of any payment receivable by him up to the date of such removal or dismissal.

46 Deduction of salary for absence

If an employee violates the University regulations relating to office hours or remains absent for any number of days, he or she may be subject to deduction of salary at the rate the Syndicate may fix from time to time by a regulation.

Part 4

LEAVE AND ABSENCE POLICIES

47 General leaves

All employees shall be entitled to following leaves as the case may be—

- (a) earned leave;
- (b) casual leave;

- (c) unpaid leaves;
- (d) unpaid career breaks;
- (e) maternity leave;
- (f) paternity leave;
- (g) quarantine leave.

48 Earned leaves

- (1) All employees who have successfully completed the probationary period at the University shall be entitled to earned leave with full pay calculated at the rate of one day for every 12 days of service at the University.
- (2) If any employee does not, in an academic year, take the leave, either in whole or in part, he or she is entitled in the previous paragraph, the remaining periods shall be added to the leave to be allowed to his or her in the next academic year, provided that no such accumulation of leaves shall exceed 380 days.
- (3) No earned leave with full pay can be enjoyed without the approval of the Vice-Chancellor, the Pro-Vice-Chancellor, or the Treasurer, provided that in exceptional cases where all three officers are not present, the Registrar may approve such leaves.

49 Casual leave

- (1) All employees shall be entitled to 20 days of casual leave in an academic year.
- (2) If any employee does not, in an academic year, take the leave, either in whole or in part, he or she is entitled in paragraph (1), the remaining periods shall not be added to the leave to be allowed to him or her in the next academic year.

50 Unpaid leaves

- (1) All employees are entitled to unpaid leaves for a period not exceeding one academic semester at a time.
- (2) Notwithstanding anything contained in any other provision, an employee's availing of unpaid leaves shall not affect his or her increment and his or her service.
- (3) The Syndicate may by regulations make provision about unpaid leave.

51 Unpaid career break

- (1) All employees are entitled to unpaid career break for a period not exceeding four academic semesters at a time.
- (2) Notwithstanding anything contained in any other provision, an employee's taking of unpaid career break shall be deducted from his or her period of increment and his or her service.

- (3) The Syndicate may by regulations make provision about unpaid career break.

52 Maternity leaves

- (1) All female employees shall be entitled to paid maternity leave for a period of 180 days.
- (2) A female employee may, if she wishes, add any other leaves she is entitled to with the period given in paragraph 1.
- (3) A female employee cannot enjoy this benefit if at the time of her application for this benefit she has two or more surviving children, provided that she may avail other benefits which she is entitled to.
- (4) Notwithstanding anything contained in any other law, no female employee shall be dismissed during her pregnancy, or within six months of postnatal period.

53 Paternity leave

- (1) All male employees shall be entitled to five days of paternity leave.
- (2) A male employee cannot enjoy this benefit if at the time of his application for this benefit he has two or more surviving children, provided that he may avail other benefits which he is entitled to.

54 Quarantine leaves

All employees are entitled to quarantine leaves up to 15 days if certified by a registered medical practitioner that he or she has been contacted with a contagious disease.

55 Special leave

The Vice-Chancellor or, in the absence of the Vice-Chancellor, the Pro-Vice-Chancellor or Treasurer may give an employee special leave for not more than five days in an academic year, provided that in exceptional cases, the Vice-Chancellor, the Pro-Vice-Chancellor, or the Treasurer as the case may be, may give an employee special leaves for more five days, after writing the reasons thereof.

56 Research leaves for academic employees

All academic staff shall be entitled to following research leaves:

- (a) study leave;
- (b) low course-load leave;
- (c) sabbatical leave;
- (d) compensatory research leaves for administrative post holders.

57 Study leave

- (1) All academic staff shall be entitled to study leave either full-time or part-time for any period.
- (2) Notwithstanding anything contained in any other provision, an employee's taking of study leaves shall not affect his or her increment or service.
- (3) Nothing in this regulation shall deprive administrative employees from enjoying study leaves, either full-time or part-time for any period.
- (4) The Syndicate may by regulations make provision about study leave for all types of employees.

58 Low course-load leave

- (1) All academic staff after his or her service of every five semester shall be entitled to one semester low course-load leave for research.
- (2) During this period he or she shall not be subjected to normal official hours except those related to the courses he or she shall be responsible for.
- (3) The academic staff enjoying this benefit shall publish the outcome of his or her research with a peer-reviewed journal.
- (4) The limits of 'low course-load' shall be determined by the respective Academic Committee.
- (5) The Syndicate may by regulations make provision for this purpose.

59 Sabbatical leave

- (1) All academic staff after his or her service of seven semester shall be entitled to fully paid sabbatical leave for one semester for the purpose of writing a monograph.
- (2) If an academic staff fails to publish the monograph with a high-impact publisher, the sabbatical leave so granted under paragraph (1) shall be considered as unpaid career break.
- (3) He or she may spend this period anywhere at his or her choice, but preferably at a university.
- (4) The Syndicate may by regulations make provision for this purpose.

60 Compensatory research leaves for administrative post holders

- (1) All academic staff who hold an administrative post shall be entitled to one semester low-course load leave for every one year of administrative service due to the loss of their research time.

- (2) The academic staff enjoying this benefit shall publish the outcome of his or her research with a high-impact peer-reviewed journal.
- (3) The limits of 'low course-load' shall be determined by the respective Academic Committee.
- (4) The Syndicate may by regulations make provision for this purpose.

61 Authority to grant leave

- (1) Subject to any other law for the time being in force Head of the units may grant leave for a period up to three days.
- (2) Any leave exceeding the period mentioned in paragraph (1) but not exceeding five days may be granted by the immediate senior employee of the Head of the unit.
- (3) Only the Vice-Chancellor may grant leave for a period of six days or more.

Part 5

CONFLICT OF INTEREST

62 Outside work

- (1) Every employee shall devote to the business and interest of the University and shall not directly engage in any other profession and business or enter the service of, or be employed by, any other person or firm, nor shall possess any holding in a firm or company which has business relations with the University.
- (2) Academic staff may engage in consultancy or any other appropriate academic activity with prior approval from the Syndicate.
- (3) At the beginning of every semester, all employees shall sign a conflict of interest statement mentioning any conflict of interest they may have.
- (4) No employee can apply for a job outside the University without prior approval of the Vice-Chancellor.
- (5) The Syndicate may by regulations determine the conditions of permissible outside work.

63 Studying at the University

No employee while in service with the University can enrol in a degree, diploma or certificate program run by the University. This regulation shall not apply to participating in professional development programs.

Part 6

DISCIPLINARY PROCEDURES AND GRIEVANCES

64 Conduct in the workplace

- (1) The University expects all employees to adhere to and maintain acceptable standards of conduct at all times.
- (2) All employees must conduct themselves in an appropriate and acceptable manner in the workplace and in any work-related setting outside of the workplace, including any interactions with members of the University community and external organisations or individuals.
- (3) Where an employee's conduct falls short of acceptable standards, action may be required under these Regulations which may result in a formal disciplinary action.

65 Gender-based violence at work

The Syndicate shall by regulations make provision about gender-based violence at the University.

66 No penalty without law

No one shall be subject to any disciplinary proceedings or suffer any loss of benefits without clear sanction of law.

67 Grievance

- (1) No grievance shall be addressed formally before taking informal means to resolve them.
- (2) A formal grievance shall only be invoked if no informal resolution addressing the matter has been found.
- (3) All matters of grievance shall be addressed and resolved fairly and without unreasonable delay.

68 Responsibilities of employees

- (1) All employees of the University shall –
 - (a) treat their colleagues with dignity, respect and integrity;
 - (b) challenge inappropriate behaviour only through proper channel;
 - (c) cooperate in the investigation of complaints.
- (2) Heads of units shall inform the Proctor and the Registrar any allegation of harassment and bullying and attempt to resolve the matter informally.
- (3) If the allegation is to be made against the Proctor or the Registrar, the matter shall be raised to the Vice-Chancellor.

69 Grievance procedure

- (1) Grievances shall be raised informally with the immediate Head of the unit.
- (2) If the complaint is regarding the immediate Head, the complaint shall be raised with the authority superior to it.
- (3) Efforts shall be taken to resolve grievances through mediation before taking formal measures.
- (4) In all formal grievance procedure parties shall be treated with fairness and non-discrimination.
- (5) In an investigation relating to a grievance all members of the University whose participation is required by the respective authority shall be liable to participate and cooperate.
- (6) Any attempt to unreasonable obstruction or non-cooperation in a grievance procedure shall be a ground for disciplinary action against everyone liable for it.
- (7) Any party not satisfied with the outcome of a grievance shall have the right to appeal to the Vice-Chancellor.
- (8) No appeal shall lie against the decision of the Vice-Chancellor but any party not satisfied with his or her decision may request him to review such decision.
- (9) A complaint against the Vice-Chancellor, Pro-Vice-Chancellor, or the Treasurer shall be made to the Board.

70 Power of the Syndicate in making grievance regulations

- (1) The Syndicate may by regulations make provision about grievance at the University.
- (2) Any such regulation shall include –
 - (a) defining the circumstances that may cause grievance;
 - (b) standards of behaviour at the University;
 - (c) guidelines for informal resolution of grievance;
 - (d) guidelines for mediation;
 - (e) steps for conducting the formal grievance procedure;
 - (f) responsibilities of all parties involved including the grievance managers;
 - (g) procedure for investigation;
 - (h) possible outcomes of grievance;
 - (i) reconciliation and rehabilitation after a grievance procedure;
 - (j) training and employee education;
 - (k) withdrawal of a grievance;
 - (l) procedure for appeal;
 - (m) circumstances which may lead to disciplinary action;
 - (n) guidelines for record-keeping.

71 Victimisation

- (1) No employee shall suffer any victimisation or reprisal as a result of bringing a grievance regardless of the outcome.
- (2) Any such victimisation or reprisal shall be a ground for disciplinary action.

72 Vexatious complaints

If a complaint is deemed to be made with ill motive, the Proctor shall investigate the matter, and if it is established that the complaint is vexatious, he or she shall refer the matter to the Disciplinary Committee to take disciplinary action against all persons, employees or not, liable for it.

73 Personal relationships at work

No employee shall hold a direct fiduciary or supervisory authority in academic or administrative capacity over another employee who is his or her spouse, or first-degree relative, or spouse's first-degree relative.

74 Right of employees regarding dismissal

All employees have a right within the University context not to be dismissed unfairly.

75 Dismissal of employees

- (1) An employee may be dismissed from the University employment only on the grounds that –
 - (a) relates to the capability or qualifications of the employee for performing work of the kind which he or she was employed by the University;
 - (b) relates to the conduct of the employee;
 - (c) falls within the redundancy policy of the University;
 - (d) relates to his or her conviction for an offence by a competent court.
- (2) In this regulation –
 - (a) “capability”, in relation to an employee, means his capability assessed by reference to skill, aptitude, health or any other physical or mental quality, and
 - (b) “qualifications”, in relation to an employee, means any degree, diploma or other academic, technical or professional qualification relevant to the position which he or she held.
- (3) An employee who is being dismissed have a right to know the reason (or, if more than one, the principal reason) in details for the dismissal.

76 No dismissal without sufficient reason

No provision in these Regulations shall enable any member of the employee to be dismissed unless the reason for the dismissal may in the circumstances (including the size and administrative resources of the University) reasonably be treated as a sufficient reason for dismissal.

77 Capability and poor performance procedure

- (1) All employees shall be subjected to yearly performance review.
- (2) If an employee's performance falls below the University's required standard, he or she shall be placed under special performance management procedure, and shall be provided with appropriate support to achieve the required standard.
- (3) An employee may be dismissed or his or her contract may be terminated on ground of incapacity or underperformance.
- (4) Before dismissal of an employee other than an employee on probation on ground of underperformance, he or she shall be given an opportunity to participate in a three-stage performance management procedure. Each stage of such procedure shall give the employee reasonable time to improve their performance. After the final stage of the procedure is complete, the employee may be dismissed or awarded any other measure other than dismissal on ground of poor performance.
- (5) The Syndicate shall by regulations make provision about incapacity and poor performance.

78 Redundancy

- (1) Any staff may be dismissed on ground of redundancy.
- (2) The Syndicate may by regulations make provisions for this purpose.

79 General principles

These Regulations and any other regulations made for the purpose of these Regulations shall be construed in every case to give effect to the following guiding principles, that is to say –

- (a) to ensure that members of the academic staff have freedom within the law to question and test received wisdom and to put forward new ideas and controversial or unpopular opinions, including their opinions about the University, without institutional censorship and without placing themselves in jeopardy of losing their jobs or privileges;
- (b) to enable the University to provide education, promote learning, and engage in research efficiently and economically;
- (c) to apply the principles of justice and fairness.

80 Code of Discipline

- (1) The Syndicate shall prepare codes of practices applicable to students, employees, and other people.
- (2) The employee codes of practices shall include service standards for employees.

81 Differences between dismissal and removal

For the purposes of these Regulations, “removal” shall mean removing an employee from an office but not from his job; whereas “dismissal” shall mean terminating a person from his job.

82 Two types of misconduct

There shall be two types of misconduct –

- (a) minor misconduct that does not lead to dismissal;
- (b) serious misconduct that constitutes good cause for dismissal.

83 Behaviours which may result in disciplinary action: acts of minor misconduct

The following list indicates the types of conduct (these types not being exhaustive) that – when done intentionally, and when done in the University context – may lead the University to invoke formal disciplinary procedures –

- (a) unacceptable behaviour or language, such as threat, harassment, victimisation, undermining of colleagues or managers, etc.;
- (b) misuse of University facilities or name;
- (c) unauthorized occupation of University property;
- (d) unreasonable poor timekeeping;
- (e) unauthorised absences;
- (f) repeated or serious failure to follow reasonable instructions;
- (g) negligence in conduct of duties;
- (h) breach of data protection or failure to secure confidential information;
- (i) breach of financial regulations;
- (j) infringement of University health and safety rules;
- (k) any action liable to bring the University into disrepute.
- (l) dishonest behaviour in relation to the University or the holding of any university office;
- (m) obstruct or attempt to obstruct any officer, employee, or agent of the University in the performance of his or her duties;
- (n) disrupt or attempt to disrupt the lawful exercise of freedom of speech by members, students, and employees of the University or by visiting speakers;

- (o) disrupt or attempt to disrupt teaching or study or research or the administrative, sporting, social, cultural, or other activities of the University.

84 Behaviours which may result in disciplinary action: acts of serious misconduct

The following provides examples of behaviour (these examples not being exhaustive) that—when done intentionally, and when done in the University context—are regarded as gross misconduct, which may lead the University to invoke formal disciplinary procedures—

- (a) theft or misappropriation of University property, or the property of any member, employee, or visitor of the University;
- (b) fraud;
- (c) deliberate falsification of record;
- (d) fighting or assault;
- (e) plagiarism and other types of misconduct in research;
- (f) deliberate damage to University property;
- (g) serious acts of bullying, harassment or discrimination;
- (h) malicious accusation of bullying, harassment, or discrimination;
- (i) action liable to bring the University into serious disrepute;
- (j) serious inability to work through being under the influence of alcohol or illegal drugs;
- (k) supplying or consuming controlled drugs on University premises;
- (l) serious infringement of the University's health and safety rules;
- (m) serious acts of negligence;
- (n) serious acts of unreasonable insubordination;
- (o) conviction of a criminal offence which makes the employee unsuitable to carry out their duties;
- (p) failure to perform a task by following the time and manner prescribed by the Act, the University Statute, regulations, ordinances, or any other instrument having the force of law within University context;
- (q) serious breach of trust or confidentiality;
- (r) any other act of serious misconduct.

85 Disciplinary procedures

- (1) The disciplinary procedure may be initiated in response to an employee's conduct.
- (2) There shall be three formal stages of the disciplinary procedure—
 - (a) Stage 1 – Formal oral warning;
 - (b) Stage 2 – Formal written warning;
 - (c) Stage 3 – Appeals.

- (3) For cases of minor misconduct, the procedures outlined in regulations 78 to 81 shall be followed.
- (4) For cases of serious misconduct, the procedures outlined in regulations 82 to 104 shall be followed.

86 Minor faults

Minor faults shall be dealt with informally.

87 Informal discussion

- (1) An informal discussion is not a stage in the formal disciplinary procedure.
- (2) When a minor fault occurs, which does not amount to either minor or major misconduct, the Head of the Unit in which the employee works shall address the matter informally with the employee.
- (3) At this stage, appropriate actions may include –
 - (a) providing support;
 - (b) offering training;
 - (c) giving advice;
 - (d) offering guidance; or
 - (e) A combination of any of the above.
- (4) It is essential that the employee is clearly informed of the issue and the next steps.
- (5) The purpose of this discussion is to ensure that the employee –
 - (a) understands the concerns raised and is aware of any relevant regulations, procedures, or standards;
 - (b) knows what is expected in terms of conduct or performance;
 - (c) is informed of the time frame within which improvement is expected; and
 - (d) is made aware of the potential consequences if the required standards are not met, including the possibility of formal disciplinary action.

88 Informal oral warning

- (1) An informal warning is not considered to be a stage in the formal disciplinary procedure.
- (2) If the informal discussion, as mentioned in regulation 76, does not result in improvement, or further breaches occur, or standards remain low, the Head of the Unit shall issue an informal oral warning to the employee.
- (3) The informal oral warning should be issued as soon as it becomes evident that the required improvements are not being achieved.

- (4) The warning shall remain active for a period of twelve months from the date it is issued.
- (5) Once the twelve-month period has expired, the warning shall remain on the employee's personal file as part of their overall employment record, but it shall not be considered when determining the level of any future disciplinary sanctions for subsequent misconduct.

89 Stage 1 - Formal oral warning

- (1) If the Head of the Unit believes that an employee's conduct or performance is more serious than a minor fault but does not amount to serious misconduct, they shall conduct an inquiry into the matter.
- (2) Following the inquiry, if the Head of the Unit concludes that the employee is at fault and the issue constitutes minor misconduct, they may issue a formal oral warning to the employee.
- (3) The Head of the Unit shall –
 - (a) specify the reason for the warning;
 - (b) indicate that the warning represents the first stage of the University's formal disciplinary procedure; and
 - (c) inform the employee of their right to appeal the warning by following the procedure outlined in regulation 81.

90 Stage 2 - Formal written warning

- (1) If the Head of the Unit concludes, after investigation, that further misconduct has occurred or unsatisfactory performance continues, they may issue a formal written warning to the employee.
- (2) The written warning shall –
 - (a) specify the complaint made against the employee;
 - (b) outline the required improvements in the employee's conduct or performance; and
 - (c) indicate the time frame within which such improvements must be made.
- (3) The Head of the Unit shall advise the employee of their right to appeal the warning by following the procedure outlined in this Part, and shall inform the employee that, if no satisfactory improvement is made within the specified time, a formal complaint may be made to the Registrar.

91 Stage 3 - Appeals

- (1) An employee who wishes to appeal against a disciplinary warning must notify the Registrar in writing within seven working days of receiving the warning.

- (2) The Vice-Chancellor shall hear all such appeals and his or her decision shall be final.

92 Procedures relating to warning

- (1) The Head of the Unit shall maintain a written record of any warnings issued under regulations 78 and 79.
- (2) An oral warning shall not be considered after one year has elapsed from the date of its issuance, while a written warning shall not be considered after two years have elapsed from the date of its issuance.

93 Initiation of disciplinary action

- (1) If there has been no satisfactory improvement following a formal written warning issued under Stage 2 of the procedure in regulation 79, or if it is alleged that the conduct may constitute major misconduct, the Head of the Unit may refer the complaint to the Registrar.
- (2) Any complaint referred to the Registrar under paragraph (1) shall include—
 - (a) a description of the conduct, capability, or performance in question; and
 - (b) an explanation of why the conduct is alleged to constitute good cause for dismissal.
- (3) Upon receiving such a complaint, the Registrar shall request the Proctor in writing to conduct an investigation.

94 Establish the facts of each case

- (1) Disciplinary action shall not be initiated until the relevant facts and any reasonable cause have been thoroughly established.
- (2) The Proctor shall investigate the matter and collect evidence prior to any disciplinary hearing.
- (3) Any meetings conducted during the investigation with an employee shall not be regarded as disciplinary action.
- (4) An employee, excluding a defendant, shall not have the right to be accompanied by anyone during investigatory meetings.
- (5) If an employee is under suspension during the investigatory period, the Proctor shall make every effort to complete the investigation as soon as possible.
- (6) The Proctor shall have the authority to summon any employee of the University for questioning during the investigation, and failure to comply with such a summons may result in disciplinary action.
- (7) Following the investigation, the Proctor shall report his or her findings in writing to the Registrar and advise whether a formal disciplinary case should be initiated.

- (8) The Syndicate may by regulations set out the rules for investigation within the purpose of this Part.

95 Disciplinary hearing

- (1) If the Proctor decides that there is a disciplinary case to answer, the Registrar shall notify the Disciplinary Committee, attaching a copy of the complaint and the investigation report.
- (2) The Disciplinary Committee shall then notify the employee (defendant) in writing about the case and provide copies of any written evidence.
- (3) The notification mentioned in paragraph (2) shall contain sufficient information regarding the alleged misconduct or poor performance and the potential consequences to enable the employee to adequately prepare their defense for the disciplinary meeting.
- (4) The notification shall also specify the time and venue for the disciplinary meeting and inform the employee of his or her right to be accompanied at the meeting.
- (5) The defendant may request a meeting with the Registrar without unreasonable delay to prepare their case.
- (6) The defendant shall be advised to submit a written statement outlining his or her position regarding the allegations.

96 Suspension

- (1) An employee may be suspended with full pay at any stage prior to, during, or after an investigation if the allegations against him or her are serious in nature.
- (2) The employee may be informed of the suspension verbally, provided that written confirmation will be provided within three working days.
- (3) During the suspension period, the employee shall be prohibited from entering any University premises, except to attend disciplinary proceedings or investigatory interviews, unless prior consent is obtained from the designated University contact specified in the written suspension confirmation.
- (4) The employee may be granted reasonable access to University facilities necessary for preparing his or her case.
- (5) While suspended, the employee shall have restricted contact with other University employees and students and shall be limited in his or her interactions with external parties in his or her capacity as a University employee, unless prior consent is obtained from the designated University contact, provided that the employee may continue to reside in University accommodations if that is his or her habitual residence.

- (6) The University shall reserve the right to suspend an employee for so long as it deems necessary to conduct an inquiry or investigation into the circumstances and to hold any relevant disciplinary or appeal hearings, with any such suspension period not normally exceeding thirty working days.
- (7) If it is anticipated that the suspension period may exceed thirty working days due to the nature of the case, the employee shall be notified and provided with an estimated timescale.
- (8) A suspension shall not be considered to be a disciplinary action and shall not prejudice the outcome of the investigation or any subsequent disciplinary hearing.

97 Accompaniment

- (1) The employee has the right to be accompanied by another University employee during the disciplinary hearing.
- (2) The Disciplinary Committee may allow other individuals to accompany the employee in exceptional circumstances.
- (3) Legal representation shall not be permitted for either the employee or the University at the hearing.

98 Witnesses

- (1) The employee shall provide the names of any witnesses he or she wish to call to the Registrar at least two working days prior to the hearing.
- (2) It shall be the responsibility of the employee to make initial contact with potential witnesses, secure their agreement, inform them of the date, time, and venue of the hearing, and, if necessary, obtain witness statements.
- (3) Members of the Disciplinary Committee may also be called as witnesses, and the employee shall be informed of these names within two working days of the hearing, except in cases where witnesses may be called in response to the employee's witnesses.

99 Attendance at meeting

- (1) The employee must take all reasonable steps to attend the hearing on the scheduled date or time as stated in the written notification.
- (2) If the employee is unable to attend a hearing for any reason, he or she shall inform in writing the Disciplinary Committee, which shall decide of the matter.

100 The hearing process

- (1) At the hearing, the complaint against the employee and associated evidence shall be presented first by the Proctor, followed by submissions from the employee.

- (2) Both sides are entitled to call witnesses and shall be given the opportunity to raise points about the information provided by witnesses.
- (3) Direct questions may be put to any witnesses at the discretion of the Committee, which may also call and question witnesses.
- (4) After all the submissions have been made and the questioning has been completed, both sides shall be asked to summarise the main points of the case before the Committee withdraws to consider its decision.
- (5) The Syndicate may by regulations make provisions for the purpose of this regulation.

101 Authority of Disciplinary Committee

- (1) The Disciplinary Committee shall have the authority, *inter alia*, to—
 - (a) find that the employee has no case to answer and discharge the case;
 - (b) require satisfactory completion of a course of training or developmental activity;
 - (c) issue a formal oral or written warning and impose conditions in relation to such warnings;
 - (d) extend the period of the formal written warning as an alternative to dismissal;
 - (e) suspend the employee with full, partial, or no pay for a period not exceeding three months;
 - (f) impose a loss of incremental progression for one year;
 - (g) demote the employee or remove his or her seniority in relation to his or her current role or status in the University;
 - (h) require the employee to compensate for any damage caused to University property;
 - (i) impose a suspension without pay for a few days, eg, seven days;
 - (j) dismiss the employee with the appropriate period of notice or payment in lieu of notice;
 - (k) dismiss the employee without notice or payment in lieu of notice in case of major misconduct.
- (2) In deciding the level of disciplinary action to take, the Disciplinary Committee should take into account any previous disciplinary warnings issued that are still active, the actual severity of the misconduct, the degree of potential harm to the interests of the University and its employees or students, and the explanations provided by the employee.

102 Decision and written notification

- (1) On the basis of the discussion and the evidence presented, the Disciplinary Committee shall adjourn to decide what action, if any, should be taken.
- (2) The employee shall be notified of the decision in writing within seven working days of the conclusion of the hearing.
- (3) Where the disciplinary action taken is dismissal, the written notification shall include the reason for the dismissal, the effective date of termination (accounting for the employee's required notice period if applicable), and information regarding the employee's right to appeal.

103 The right of appeal

- (1) The employee shall have the right of appeal to the Board of Trustees against any disciplinary penalty imposed, with grounds for appeal being either substantive or procedural.
- (2) The written notification of the disciplinary decision must identify the person to whom the appeal should be made.
- (3) A written appeal must be lodged within ten working days of being in receipt of the disciplinary decision.
- (4) An extension to the time limit may be granted in exceptional circumstances.
- (5) The appeal must state clearly the ground(s) on which the employee wishes to appeal.

104 Notification of appeal

- (1) Appeals against any disciplinary action or dismissal will normally be within twenty working days of the appeal being lodged.
- (2) The employee shall be given written notice of the time and date of the appeal hearing, the right to accompaniment, together with the names of the individuals who shall make up the Appeal Panel at least five working days prior to the hearing.

105 Accompaniment

- (1) The employee shall have the right to be accompanied to the disciplinary appeal hearing by another employee of the University.
- (2) The Committee shall have the authority to allow other individuals to accompany the employee in exceptional circumstances.
- (3) Neither the employee nor the University shall have legal representation at the appeal hearing.

106 Witnesses

- (1) The Appeal Panel may summon any witnesses who has been previously examined during disciplinary hearing.
- (2) At the discretion of the Appellate Panel, any party to the hearing may call upon new witnesses.

107 Attendance at hearing

The Parties shall be present personally during appeal hearing, except in circumstances where, at the discretion of the Appeal Panel, such personal presence is exempted.

108 Conduct of hearing

- (1) At the appeal hearing, the reasoning for the original decision of the Disciplinary Committee shall be presented first, normally by the Chair of the Disciplinary Committee, followed by the appeal submission from the employee.
- (2) The Appeal Panel may also call and question witnesses.
- (3) After all submissions have been made and questioning has been completed, both sides shall be asked to summarise the main points of the case, the Appeal Panel shall then adjourn to deliberate on its decision.

109 Authority of the appeal panel

- (1) Any decision or action taken at appeal shall not exceed the severity of the action imposed by the Disciplinary Committee.
- (2) The Appeal Panel shall have the authority to—
 - (a) uphold the original decision;
 - (b) annul the original decision and withdraw all disciplinary actions;
 - (c) uphold the original decision in whole or in part but withdraw the original disciplinary action(s) in whole or in part and substitute a penalty of lesser or equivalent severity.

110 Decision and written notification

- (1) On hearing all evidence, the Appeal Panel shall adjourn to consider its decision.
- (2) The decision must be confirmed to the employee in writing within seven working days of the conclusion of the hearing.
- (3) The decision of the Appeal Panel shall be final, marking the final stage of the University procedures.

111 Procedures to be followed for dismissal

- (1) Employees should only be dismissed if, despite warnings, conduct or performance does not improve to the required level within the specified time period.
- (2) Dismissal must be reasonable in all circumstances of the case.
- (3) Unless the employee is being dismissed for reasons of serious misconduct, he or she should receive the appropriate period of notice or payment in lieu of notice.
- (4) In cases of serious misconduct, an employee may be dismissed without a normal period of notice or payment in lieu of notice.

112 Notification of disciplinary action

- (1) Details of any disciplinary action must be given in writing to the employee as soon as the decision is made.
- (2) The written notification shall specify –
 - (a) the nature of the misconduct;
 - (b) any period of time given for improvement and the specific improvement expected;
 - (c) the disciplinary penalty and, where appropriate, its duration;
 - (d) the likely consequences of further misconduct;
 - (e) the timescale for lodging an appeal and the process for doing so.

113 Keeping written records of disciplinary action

- (1) The Registrar shall keep records of the following –
 - (a) the complaint against the employee;
 - (b) the employee's defence;
 - (c) findings made and actions taken;
 - (d) the reason for actions taken;
 - (e) whether an appeal was lodged;
 - (f) the outcome of the appeal;
 - (g) any grievances raised during the disciplinary procedure;
 - (h) subsequent developments; and
 - (i) notes of any formal meetings.
- (2) All records shall be treated as confidential and shall be kept no longer than necessary, in accordance with the data protection principles set out in the data protection law for the time being in force.

114 Leaving the University during disciplinary proceeding

- (1) It shall not be a bar for an employee to resign from the service of the University on ground that a disciplinary proceeding has been initiated against him or her.

- (2) In cases where an employee resigns from the service of the University during the pendency of a disciplinary proceeding, that proceeding shall be cease to proceed.
- (3) All experience letters or release orders issued to employees referred to in paragraph (1) shall include the status of the disciplinary proceedings as of the last date of his or her employment and the allegations for which the proceedings were initiated.

115 Bar to reemployment

An employee who has once been dismissed from the University shall not be eligible for reemployment in any post at the University in future.

116 Disclosure of confidential information

- (1) No employee shall disclose any information in violation of the University's information disclosure policy to the public without prior approval of the competent authority.
- (2) In this regulation "competent authority" means the Vice-Chancellor acting under the direction of the Board.

117 Supremacy of this part

- (1) In any case of conflict, the provisions of this part and the regulations made under it shall prevail over any other law for the time being in force.
- (2) Nothing in any appointment made, or contract entered into, shall be construed as overriding or excluding any provision made by this part concerning the dismissal of an employee.
- (3) In any case where an officer of the University or any other person is designated to perform any duties or exercise any powers under this part, and that officer or other person is involved in the matter in question, an alternate may be appointed to act in his or her place under procedures prescribed by regulations made under this part.

Part 7

RESIGNATION, RETIREMENT, AND TERMINATION

118 Leaving the University

- (1) Employees intending to leave the University shall send a formal letter of resignation to the Registrar tendering his or her resignation providing sufficient notice and stating his or her last day of employment.
- (2) The employee shall send a copy of the letter of resignation to the Head of the unit.

- (3) Before writing the resignation letter, the employee shall discuss it with his or her Head of unit first to agree an appropriate leave date, particularly if this is out with the standard notice period.

119 Notice period

- (1) The standard notice period shall be one month for all employees except Vice-Chancellor, Pro-Vice-Chancellor, Treasurer, and the Registrar.
- (2) Depending on the circumstances, the employee and the Registrar may be able to agree a shorter or longer notice period.

120 University property

It is the responsibility of all employees to record all University property in his or her possession on the resignation notification form and return all such property to the appropriate authority on the last day of employment.

121 Age of retirement

- (1) Retirement age of all employees under normal circumstances will be after completion of 67 years of age.
- (2) If a teaching employee reaches the retirement age during a semester, he or she shall retire after completion of the semester.
- (3) A retired employee may be employed again in the University on a fixed-term basis for any period as the Syndicate thinks fit.

122 End of fixed-term contract

- (1) The Registrar shall write to every employee within three months of their termination date.
- (2) During this time the Registrar shall meet with the employee and provide him with an update as to whether an extension is possible or if the contract will end as fixed before.

123 Exit questionnaire

- (1) Every employee when leaving the University shall be asked to complete an Exit Questionnaire which shall be used to assist the University in enhancing its services and acknowledge best practice.
- (2) When a resignation is acknowledged, the Director of IQAC or his or her representative shall arrange a meeting with the employee and give him a copy of the Exit Questionnaire.

- (3) The employee shall return the filled out Exit Questionnaire to the Director of IQAC as advised.

Part 8

MISCELLANEOUS

124 Savings

These Regulations do not affect the validity of any action taken before 1 November 2024.

125 Powers of the Syndicate

Subject to the Act and the Statute the Syndicate may from time to time and for the purposes of these Regulations issue such regulations, instructions, policies, guidelines as it may think necessary.

126 Authentic text and translation in Bangla

- (1) There shall be an authentic text of an authorised translation of these Regulations into Bangla, which shall be certified as such by the Syndicate.
- (2) A text certified in accordance with paragraph (1) shall be conclusive evidence of the provisions of these Regulations, provided that in the event of any conflict between the Bangla and the English texts, the decision of the Syndicate shall prevail.