



Dow University of Health Sciences



HUMAN RESOURCE MANUAL



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What this Manual is about?

This Manual is intended to be a summary guide, designed to provide with information about the working conditions, policies and benefits at DUHS. The information contained is applicable to all the employees. Detailed Information and procedures have been enumerated in the DUHS Statues which are available with all Directorate / Institutes. If you have questions regarding any of the policies, procedures, or benefits covered in this handbook, you are encouraged to contact the Human Resource Directorate.

Circumstances may occur that may result in the policies, procedures, practices, and benefits described in this handbook been changed from time to time. DUHS reserves the right to amend, supplement, or rescind any or all provisions of this handbook as it deems appropriate at its sole and absolute discretion of the Management.

DUHS Vision, Mission & Core Values:

Vision

To be a pre-eminent academic institution committed to change and saving lives.

Mission

Providing outstanding patient-centered education, training and clinical care informed by cutting edge research and innovation generating and disseminating new knowledge.

Core Values

Customer Service

Empathy & Compassion

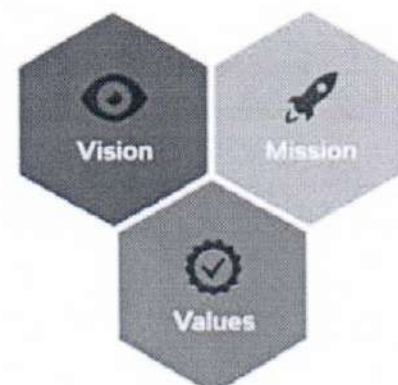
Excellence

Innovation

Teamwork

Integrity & Leadership

Respect & Collegialit





Human Resource Directorate

MMXXI

Karachi, March 30

DUHS CODE OF PROFESSIONAL CONDUCT





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INTRODUCTION:

The existing DUHS of Code of Conduct is derived from three DUHS Statutes:

1. Conduct Statutes
2. Efficiency and Discipline of the Employees Statutes
3. General Conditions Statutes

The conduct of DUHS Employees and the Disciplinary Action Mechanism is governed based on their type of employment relationship i.e. Permanent (Regular) or Temporary (Contractual):

DUHS Permanent / Regular Employees

The Conduct Statutes apply on the employees holding permanent posts. The Syndicate vide Statute DUHS/STA/12/2007 made The Removal from Services (Special Powers) Sindh Ordinance 2000 applicable on DUHS permanent employees to regulate matters related to their efficiency and discipline. The conduct of permanent DUHS employees is also regulated under the relevant sections of General Conditions Statute.

DUHS Temporary / Contractual Employees:

The Statutes do not apply on contractual employee; they are governed by the terms of their respective contracts (Preliminary Statute § 1 (3)) or any other law that may be applied on all or any such employee regardless of their status such as Sexual Harassment Laws which are general in nature and apply on all establishments / corporations.

At all times all employees are also governed by the relevant codes of conduct and regulation promulgated by the respective authority governing their area of work. These authorities include, but are not limited to, the Higher Education Commission, Universities and Boards Department Sindh, and Pakistan Medical Commission. Further, DUHS can, from time to time, issue statutes, regulations, rules and order to govern the conduct of all employees regardless of the nature of their employment relationship. (Conduct Statute § 1)

CONSOLIDATING THE CODE OF PROFESSIONAL CONDUCT:

The Code of Conduct, as aforementioned, is derived from three Statutes. It is felt pertinent that a consolidated Professional Code of Conduct ("PCoC"), that compliments the University mission and vision, should be drafted that inculcates DUHS Mission, Vision and Core Values in line with best business practices and the DUHS Master Strategic Plan 2030.

The Master Strategic Plan 2030 envisages DUHS as an all-inclusive student, patients and community centered institution of higher education. Goal V of the Master Strategic Plan 2030 aims at upskilling and new skilling of the DUHS workforce whereas Goal VII focuses on the culture of fiscal and administrative responsibility, accountability and transparency. It is with this vision, the exercise of consolidating the DUHS Code of Professional Conduct was initiated being the VC Office / HR Directorate KPI to “create a culture of excellence, accountability, loyalty and hard work”. The consolidated PCoC is aimed to provide guidance and direction in preventing any conduct that is prejudicial to good order or service discipline, any conduct unbecoming of an officer, and any conduct that may cause any embarrassment to DUHS as outlined in The Removal From Service (Special Powers) Sindh Ordinance 2000 § 2 (c) made applicable on DUHS vide Efficiency and Discipline of the Employees Statutes.

Consolidation Methodology:

The process of consolidation started with a thorough study of the Statutes governing the conduct of DUHS employees in conjunction with the Master Strategic Plan 2030. All three Statutes were analyzed clause-by-clause and a gap analysis was conducted based on the Peer / Benchmarked Institution Comparison. The aspirational peer institutions have already been identified in the Master Strategic Plan 2030. Various brainstorming sessions were organized within the HR Directorate and consolidated draft was created which was sent for review and feedback to the VC Office, Registrar Office, Office of Strategic Development & Implementation, and the Internal Audit Directorate before being granted an official approval / sanction.

Approval / Sanctioning the Consolidated Code of Professional Conduct:

Creating a “culture of excellence, accountability, loyalty and hard work” is the VC Office and HR Directorate KPI as per the Master Strategic Plan 2030 therefore, the draft was sent from the HR Directorate to the VC Office for submission to the governing body i.e. the Syndicate for information, endorsement, and comment. After getting the feedback and no-objection from the Syndicate, the Consolidated Code of Professional Conduct has been announced and circulated.

CONSOLIDATED CODE OF PROFESSIONAL CONDUCT:

1. Professional Commitment

All the employees should display a professional commitment towards their work, DUHS, and the community that we serve. They should align themselves with the organizational goals and demonstrate full responsibility and dedication towards the functions they are ought to perform by acquiring and developing skills

and capabilities necessary to perform their job with integrity. They must demonstrate a strong commitment to their profession and build a vibrant culture of innovation and research. Every employee should adhere to best ethical workplace practices and the Code of Ethics of their respective licensing body. Every person presents in DUHS jurisdiction or representing DUHS, must behave in a professional manner complimenting the patient and student-centered approach of the institution.

a. Professional Development

Demonstrating professional commitment, all DUHS employees must make all reasonable efforts for upskilling and new skilling to maintain and further develop their knowledge, skills, attitude and understanding of the profession, their assignments, and their expertise. They must avail themselves of any training opportunities DUHS provides them with. All employees should actively seek out ways to bring about improvements in their workplaces, adaptation of latest digital technologies for better productivity and progress of DUHS.

b. Maintaining a culture of Professionalism.

Employees must maintain high standards of professionalism at all times. They must fulfil their professional commitments and serve DUHS with sincerity. They must keep their work organized, take responsibility of their work, manage time effectively and maintain a positive attitude. No person shall bring or exert any undue political, religious, sectarian, or any other influence to coerce another person to act or abstain from acting in matters relating to DUHS nor should they indulge in any sort of hate speech, favoritism, nepotism, or misuse their official position to bestow an undue favor upon someone.

2. Respect and Courtesy towards Colleagues and Stakeholders

Every person in DUHS jurisdiction must act in a respectful, collegial, empathetic and compassionate manner towards their colleagues and stakeholders, including but not limited to students, patients, faculty and support staff, to create an atmosphere where collective wisdom, thoughtfulness, and collaborative effort can optimize teamwork and efficiency. They should encourage a culture of constructive feedback and open communication.

a. No Stalking

No person within DUHS jurisdiction should stalk, attempt to stalk or urge someone else to stalk another person or interfere in their personal life

outside DUHS. A strict boundary line between personal and professional life should be maintained and respected.

b. Harassment

No person within DUHS jurisdiction or anywhere outside while representing DUHS, shall indulge in harassing any other person in any way or act in a manner that is humiliating, offending, derogatory or distressing to another person based on their gender, race, caste, religion, ethnicity, disability, place of birth or any other ground not covered here.

i. Sexual Harassment

Sexual harassment has no place at DUHS and strict action, as per the DUHS Sexual Harassment Policy, will be taken against any person who is found guilty of such an act. No person, regardless of their position, shall create, attempt to create or urge another person to create any hurdle in the work of the DUHS Sexual Harassment Inquiry Committee nor should they attempt to stop an aggrieved person from contacting the Sexual Harassment Inquiry Committee.

ii. Disability Harassment

No person, who is differently abled and has a disability, should be harassed within the jurisdiction of DUHS verbally, physically, in writing or in any other way. Strict disciplinary action will be taken against those guilty of harassing a differently abled person.

3. Attendance & Punctuality

All persons reporting to DUHS must adhere to the attendance and punctuality policy. They must observe strict compliance with their respective office timings and timely inform the competent authority, in the prescribed manner, if they need to avail their leaves.

4. Use / Misuse of ID Cards

The DUHS ID Cards must be used with responsibility and only by the person to whom it has been issued. If the holder of the ID Card learns about any error or issues with their card such as ID Card granting unauthorized access due to an error, they must immediately inform the concerned department or HR. It is the duty of the ID Card holder to not allow any misuse of their card and must immediately discontinue its use after their engagement with DUHS has ended. The cardholder must also immediately inform the concerned department if the card is lost, stolen or snatched.

5. Confidentiality

No person, whether related to DUHS or not, who has gained access to any non-public / confidential DUHS information by any means, shall circulate or cause to circulate that information to any other person either intentionally or by failing to exercise due care and diligence without a duly granted authorization from the competent authority. All departments and constituting units shall enforce their confidentiality procedures to make sure that no confidential information is reaching any unauthorized source. Any person who has gained access to such information, must keep it confidential if it relates to their work for which they are duly authorized or if they have got access due to an error or a mistake, they must immediately report to the person / department concerned.

The confidentiality clause shall not apply on whistleblowers who are reporting corrupt practices or hazardous situations in public interest, as per the relevant law, to the competent authorities after conducting due diligence however, the confidentiality of personal information and records of the employees, students and patients must still be respected.

a. Privacy Protection

Employees, students, and patient information will be considered confidential and as such will be shared only as required and with those who have a professional need to have access to such information. It is the responsibility of every employee to respect and maintain the security and confidentiality of any such information.

Employees, students, faculty and any other person performing any duty for DUHS must take all reasonable care to protect and preserve the privacy of DUHS stakeholders including staff, students, alumni, donors and patients, such as blurring their faces on public social media posts if prior consent was not obtained, while disseminating any information on any platform including social media.

b. IT / Data Protection

Every person having access to DUHS databases and records, must maintain strict confidentiality and every department, supervisor / director or constituting unit must have their own process to control access to such databases / records within their department. No person should share their password or any other login credentials of their DUHS email, workstation, Wi-Fi, back up, or any other device or database or document with another person. No person should try to gain access to

DUHS data (for example administrative data, medical / patient records, academic data, research etc.) for which they are not authorized.

6. Personnel Records and Falsification of Information

No person shall falsify, withhold, or temper with any information if they are required to submit any reasonable and necessary personal or professional information to DUHS. No person should use a designation or give the impression that they hold a designation which they are not officially assigned by the University. Further, no person, whether related to DUHS or not, shall misuse the DUHS brand in any form including making a letterhead to make a false representation.

- a. DUHS Brand means and includes any brand or identification connected with DUHS in any way or that gives an obvious impression that it is connected with DUHS.

7. Acceptance of Gifts

Every person acting on behalf of DUHS or using the DUHS brand must refuse to accept a personal gift given, arranged or procured by a DUHS stakeholder, including a work subordinate or student, in the line of their academic or professional work involving the institution even though they may or may not expect a favor.

8. Conflict of Interest

A conflict of interest includes any circumstance, whether actual or perceived, arising from a conflict between the organizational and personal interest. It may arise where there is a reasonable expectation of direct or indirect benefit or loss, whether financial or non-financial, for an employee or their associate that may blur the line between personal and professional interests. DUHS employees must take all reasonable measures to avoid, report, disclose or appropriately deal with, any situation or relationship in which they may have or perceived to have, a conflict of interest that could compromise the performance and objectivity of their duties in any way. Employees must mitigate and disclose such a conflict of interest as soon as they become aware of it; any failure to stop, avoid, mitigate, report, or disclose such a conflict of interest will lead to strict disciplinary action.

- a. **Insider Trading**

Insider trading is strictly prohibited, it occurs when an insider (employee or any person trusted with confidential information) violates their trust and fiduciary responsibilities thereby taking advantage of such confidential information to secure a gain for themselves or their associates.

9. Use of DUHS Resources

DUHS resources, in all circumstances, must be used in an ethical, professional and efficient manner. No person shall themselves or allow their subordinates or stakeholders within their control to misuse any DUHS resources either tangible or

intangible. Every resource used, must be used based on a sound business and organizational judgement respecting the internal control mechanism, and paving way to optimum use of resources without unnecessary wastage.

10. Drug Free Environment

No person in DUHS campus or elsewhere representing DUHS shall consume, bring, procure, or provide recreational drugs, *chaalia*, *ghutka* etc. No person should smoke any substance including cigarettes on DUHS premises unless it is marked as a smoking zone (only for cigarettes) by the competent authority.

11. Theft of Supplies / Books / Data

No person using any DUHS resource or space shall steal or cause to steal any object including but not limited to a book, file, supplies, stationery, equipment or data of any sort.

12. Littering

No person shall litter or cause to litter any place within DUHS jurisdiction or any other place while representing DUHS.

13. Vandalism

No person within or outside DUHS shall vandalize, deface or destroy any DUHS property or incite someone else to do so. Vandalism includes but is not limited to unapproved graffiti, damaging sign boards etc.

14. Abuse of System, Policies, Procedures and Work Deliverables

No person shall misuse or abuse their function with the obvious intent to overburden, jam, or distract a department / team / resource so as to stop or slow down their work. An attitude of collegial, cooperative and supportive teamwork should always be maintained.

15. Unauthorized Presence and Access on the Premises

No person shall themselves or allow anyone else to be present in DUHS jurisdiction unauthorized. If they get access to DUHS resources, space or information that they are otherwise not authorized for, they must immediately inform the competent authority and not misuse any such unintended access.

16. Prohibition of Weapons

No person is allowed to bring any kind weapons or any deadly arms within DUHS jurisdiction unless given a temporary and expressed permission to lawfully secure an object, person or space in danger of harm.

17. Strikes and Lockdowns

No person shall announce, initiate, support or incite a strike, sit-in, lockdown or go-slow which is illegal and could lead to strict disciplinary actions.

18. **Noise Pollution**

Every person within DUHS jurisdiction must make all reasonable efforts to avoid any noise pollution especially if the area is announced as a silent zone such as an examination hall, meeting room, operation theatre etc.

19. **Safety and Security**

Personal health, safety and security is paramount; every person within DUHS jurisdiction or at any place while representing DUHS must take all reasonable care to make sure every stakeholder within their reach and supervision is safe and secure. They must make sure that they are not causing any health, safety, security or environmental hazard that may immediately or can be foreseen to cause harm to a person or property. Every person entrusted with their job, especially those that by nature are done to make DUHS safe and secure, must do their job diligently and responsibly.

20. **Parking**

While parking their vehicles within the jurisdiction of DUHS, all persons should be mindful of others and respect others' convenience.

21. **Culture of Compliance**

All persons connected with the DUHS brand must create and promote a culture of compliance and responsibility. It means they adhere to DUHS Act, Statutes, Regulations, Rules and policies communicated from time to time. All persons must themselves align with the all applicable laws, rules and policies applicable to their area of work, research and responsibility. They must inquire about the applicable laws and policies relevant to their function so that they can ensure meticulous compliance. They must also adhere to and promote a culture of reporting if they come to know of a law / policy violation. They must also make a clear disclosure if they themselves are in violation of a law or a policy. All reporting and disclosures must be made to the competent authority concerned.

22. **Policy of Self-Assessment**

There may be areas where this Code of Professional Conduct or the Statutes would be silent, vague or ambiguous. You can yourself assess the situation and your response as to whether it aligns with the DUHS brand. You can, for example, ask and answer the following questions for yourself:

- Can my conduct be a threat to the DUHS brand and reputation?
- Is my conduct against the values, beliefs and objectives of DUHS? Am I doing something illegal or unethical?
- Can my actions cause harm to DUHS or DUHS stakeholders?

23. **Applicability**

The Code applies to every person who is within the DUHS jurisdiction or is using the DUHS brand representing or giving the impression of representing DUHS. It will be provided to every person recruited in DUHS or admitted to make use of the DUHS premises; all existing personnel serving DUHS currently, must sign a declaration acknowledging that they have read and understood this Code of Professional Conduct. It must be made available online and displayed at a prominent location with DUHS jurisdiction.

24. **Existing Code of Conduct to remain in force**

The consolidated Code of Professional Conduct does not alter or supersede the Statutes governing the employee conduct (namely: Conduct Statute, Efficiency and Discipline of the Employees Statute, and General Condition governing Statutes will prevail.

25. **Violation**

The violation of this Code of Professional Conduct, by any person, may result in a disciplinary action or sanctions as per the DUHS Efficiency and Discipline of the Employees Statutes 2007 or any other applicable policy.

SUMMARY OF THE DUHS STATUTES GOVERNING EMPLOYEE CONDUCT: The below summary is provided for information and awareness only, it should not be relied for any decision making; the actual text of the three Statutes (i.e. DUHS Conduct Statutes, DUHS Efficiency and Discipline of the Employees Statutes, and DUHS General Conditions Statutes) must be consulted for any conduct related matter.

Conduct Statutes :

The Conduct Statutes has sixteen clauses in total. It covers the following:

1. *Acceptance of titles and awards:*

No employee can accept a title, award or decoration without the approval of the Chancellor (Governor Sindh).

2. *Bar on employment other than with DUHS:*

Employees are not allowed to accept any additional employment other than that at DUHS. Honorary charity, religious or social work is allowed unless the competent authority objects.

3. *Leaving the Station:*

Employees are not allowed to leave the station without informing the competent authority.

4. *Political or Outside Influence:*

No political or any other outside influence should be brought in DUHS to obtain favors by coercion.

5. *Approaching a Foreign Mission or Aid Agency:*

Employees are not allowed to contact any foreign mission or aid agency seeking training or a foreign visit without approval of the VC.

6. *Living Beyond Means:*

Living beyond their means or ostentations in private ceremonies are not allowed.

7. *Crime Accusations:*

If an employee is accused of a crime, they must inform / disclose to their supervisor immediately.

8. *No Official Representation to be Made without Proper Approval:*

Employees and their families are barred from making any representation on behalf of DUHS.

9. *Tampering with Official Record:*

Tampering, removal, or destruction of any official record is prohibited.

10. *Sectarian and Favoritism Prohibited:*

Promoting sectarianism or sectarian favoritism or any act that creates displeasure among employees on grounds of sectarianism, is prohibited.

11. *Nepotism and Favoritism:*

Nepotism and favoritism are prohibited.

12. Undue Patronage and Favor

No employee should misuse their position to grant someone else any undue patronage and favor.

13. Public Statements on Behalf of DUHS

No employee should, without prior approval from competent authority, give any statement on any media.

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DUHS Policies and Decisions

No employee should give evidence in a public committee or criticize university policies or decisions.

15. Raising of Subscription

No employee should, without prior approval from competent authority, raise subscription or other pecuniary interest.

Efficiency and Discipline of the Employees Statutes

The Efficiency and Discipline of the Employee Statutes provides the mechanism for disciplinary action against the DUHS permanent employees. The Statute has made the Sindh Removal from Services (Special Powers) Ordinance 2000 applicable on DUHS employees. It covers matters related to misconduct, and dismissal, removal, suspension, penalties and compulsory retirement as a result of disciplinary action against an employee. It also discusses in detail the inquiry procedure, the role and powers of the inquiry committee / officer, and the appeal process.

General Conditions Statutes

General Conditions Statutes governs general employment conditions such as availability of the employee, seniority, mode of service, conduct while on duty, obedience of DUHS policies and Statutes, notice of resignation, leaves, termination of services, and employee grievances.



Human Resource Directorate

APPOINTMENT, PROMOTION & TRANSFER POLICY

APPOINTMENT, PROMOTION AND TRANSFER POLICY

Cadre

1. There shall be cadres in the service based on similarity of qualifications and duties and each cadre shall consist of such posts as may be determined by the syndicate.

Appointment

2. No appointment to a post shall be made except in accordance with three statues.

Mode of appointment

3. (1) Appointment to post shall be made by any of the following methods namely:-
 - (i) By initial appointment.
 - (ii) By promotion; or
 - (iii) By transfer from public sector Medical University or college.

(2) The method of appointment applicable to a post shall be as laid down in schedule-I appended to these statues.

Initial appointment

4. (1) For initial appointment to posts in B-17 and above the Selection Board and for post to B-1 to 16 the Selection Committee shall make its recommendations on the basis of interview and / or test held by it after the vacancies are advertised in newspapers.
(2) While making recommendations under clause (1), the Selection Authority shall also assign order of merit to the candidates so recommended for each vacancy and the vacancy shall be filled in accordance with the merit.

Qualifications experience, age etc.

5. (1) A candidate for initial appointment to a post must possess the qualification and experience and must be within the age limit as laid down for the post in the schedules-II appended to these statutes;
(2) Experience and age limit for the purpose of initial appointment shall be reckoned as on the last date fixed for submission of applications for appointment.

Relaxation of age

6. The upper age limit laid down for a post in case of candidates for post in B-17 and above, may be relaxed up to the extent of five years by the syndicate and in case of candidates for post in B-1 to 16 to the extent of two years by the Vice-Chancellor.
Provided that the upper age limit shall be deemed to have been relaxed, to the required extent, for candidates who have put in a service of at least 3 years in the university on regular basis.

Citizenship

7. A candidate for appointment shall be citizen of Pakistan and domiciled in province of Sindh.

Medical Fitness Certificates

8. No person, not already in the service, shall be appointed to a post unless after such medical examination certifying that he is found to be a good mental and bodily health and free from any physical defect likely to interfere with the discharge of his duties.
Specimen format is given in schedule III.

Promotion

9. (1) Appointments by promotion shall be made on the recommendation of the Selection Board or Selection Committee, as the case may be.
(2) The Vice chancellor may constitute one or more than one Selection Committees consisting or not less than three members one of whom shall be nominated as Chairman.
(3) Recruitment by initial appointment or by promotion will be in accordance with the method as laid down by the appointing authority.

Transfer

10. (1) Appointment by transfer shall be made on the recommendation of selection Board or Selection Committee from amongst the person holding appointment in the same scale of pay in which the post to be filled exists and must possess the qualification, experience etc. laid down for that post.
(2) Every employee shall be liable for transfer anywhere in any office or establishment of the university with the approval of the appointing authority.

Appointing authority

11. The authority for appointing persons against post in B-17 and above is the syndicate and for persons against post in B-1 to B-16 is the Vice-Chancellor.

Contract

12. The appointing authority may engage, on contract basis, technical or professionals as consultants or advisors or persons possessing any specialized skill or experience or retired or superannuated employees on such terms and conditions as may be determined.

Re-employment

13. A retired employee shall not ordinarily be re-employed unless such re-employment is in the interest of University and is made with the prior approval of the authority next above the appointing authority.

Employee Children Quota

14. (1) Notwithstanding anything contained in these statutes, the appointing authority may give preference in appointment to a post in the university to one of the sons/daughters of a university employee who dies during services, provided that the son/daughter of the deceased employee possesses the minimum qualifications, experience and age as laid down for appointment to that post.
(2) The appointment as aforesaid shall be subject to the availability of a vacancy.



Human Resource Directorate

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Leave Policy



LEAVE POLICY

When Leave in Earned

15. The duty rendered by an employee shall qualify him to earn leave accordance with these statutes:

Leave to be expressed in days.

16. Leave shall be applied for, expressed and sanctioned to an employee by the competent authority in terms of days.

Calculation and accumulation of earned leave.

17. (1) Leave shall be calculated and accumulated as under.

- (iii) In the case of an employee other than that in a vacation department at the rate of four days for every calendar month.
- (iv) In the case of an employee in a vacation department.
 - (i) If such employee avails of the full vacation, at the rate of one day for every calendar month.
 - (ii) If such employee does not avail of the vacation, at the rate of four days for every calendar month;
 - (iii) If such employee avails of only a part of the vacation, at the rate of one day for every calendar month.

(2) All leave earned by an employee immediately before the coming into effect of the Act and accumulated shall be brought forward to the leave account as earned leave.

(3) The earned leave admissible to an employee shall be calculated up to the date of the grant of leave and at the end of every calendar year for that year and after deducting the leave availed of from the leave admissible, the balance shall be brought forward to the leave account for the calendar year immediately following thereafter.

Leave Application

18. (1) An application in Form I appended to these statutes for leave or for an extension of leave shall be made to the head of office.

(2) An Employee may apply for the type of leave which is due and admissible to him and it shall not be refused on the ground that another type of leave should be taken in the particular circumstances. An employee may apply for extra-ordinary leave or leave on half pay even if leave on full pay is otherwise due and admissible to him.

Grant of Leave

19. (1) On receipt of an application for grant of leave, the admissibility thereof shall, as far as possible, be assessed from the leave account maintained by the Administrative officer, before the leave is granted.
- (2) Leave under these statutes may be granted by the competent authority or by an Officer authorized by him to do so.
- (3) In case where all the applications for leave cannot, in the interest of public service, be sanctioned simultaneously, the competent authority may spare as applicants as he deems fit, and shall give priority to –
- (a) The applicants who were last recalled compulsorily from leave; and
 - (b) The applicants who were required to make adjustment in the timing of their leave on the last occasion to the instant time.

Leave on Full Pay

20. The maximum period of leave on full pay that may be granted at one time shall be –
- (a) One hundred and twenty days without medical certificates.
 - (b) One hundred and sixty-five days leave on medical certificate from leave account in entire service.
 - (c) Three hundred and sixty-five days leave on medical certificate from leave account in entire service.
- Explanation.** – The leave without medical certificate and with medical certificate may, subject to the total maximum limit, be granted at a time.

Leave on Half Pay

21. (1) Leave on full pay may be converted into leave on half pay on the request of the employee, but the debit to the leave account shall be at the rate one day every two days of such leave, fraction of one half counting as one full day's leave on full pay.
- (2) There shall be no limit on the grant of leave on half pay so long as it is available by conversion.

Leave Not Due

22. (1) If any time there is no leave at the credit of an employee and the employee is likely to resume duty after availing leave, such employee may be granted leave not due on full pay to be offset against leave to be earned in future for a maximum period of 365 days in the entire period of service, subject to the condition that during first five year of service such leave shall not exceed 90 days in all, and the aforesaid limit shall be subject to conversation

in accordance with these statutes if the whole or any part of such leave is granted on half pay.

(2) When an employee who returns from 'leave not due', no leave on full pay shall become due to him until the leave not due availed of is balanced by the earned leave.

Leave on Abolition of Post

23. (1) When a post is abolished, have due to the employee, whose services are terminated in consequence thereof, shall be granted without regard to the availability of a post for the period of leave.

(2) The grant of leave in such cases shall, so long as such employee does not attain the age of superannuation, be deemed automatically to have also extended the duration of the post and the tenure of its incumbent.

Leave Preparatory to Retirement

24. (1) Subject to the availability an employee may be granted leave preparatory to retirement on full pay from the leave account to a maximum of 365 days ending on the date of superannuation or on the date of voluntary retirement on completion of thirty years qualifying service and convertible partly or wholly into leave on half pay, but the duration of the total leave including the actual period of leave on half pay, if any, shall not exceed 365 days.

(2) Application for leave preparatory to retirement shall be submitted at least 90 days before the date of the proposed commencement of such leave.

Maternity Leave

25. A female employee shall be granted maternity leave on full pay for a maximum period of ninety days, and the leave after that day or the period exceeding ninety days that shall be treated as leave admissible to and desired by the University employee.

Provided that in the case of an employee in a department other than a vacation department earned leave may be granted in lieu of the maternity leave after the third maternity.

Special Leave to Female University Employee

26. (1) A female employee shall, on the death of her husband, be granted special leave when applied for on full pay, for a period not exceeding 180 days, which shall not be debited to her leave account.

(2) The special leave shall commence from the date of the death of the husband of the employee, and the employee shall furnish the death certificate issued by the concerned authority to the competent authority either along with the application for special leave, if that is not possible, at any time hereafter.

Disability Leave

27. Disability leave may be granted to an employee, disabled by injury, ailment or disease contacted in the course or in consequence of duty, outside the leave account on each occasion, up to a maximum of seven hundred and twenty days of which 180 days shall be on full pay and the remaining on half pay on such medical advice as the head of office may consider necessary.

Extra-ordinary Leave

28. (1) Extra-ordinary leave may be granted on any ground up to a maximum of five years at a time provided in the employees to whom such leave is granted has been in continuous service for a period of not less than ten years, and in case if an employee has not completed ten years of continuous service extra-ordinary leave for a maximum period of two years may be granted at the discretion of the competent authority.
Provided that the maximum period of five years shall be reduced by the period of leave on full pay or half pay, if granted in combination with the extra-ordinary leave.
- (2) Extra-ordinary leave may be granted retrospectively in lieu of absence without leave.
- (3) All extra-ordinary leave shall be without pay.

Encashment of L P R

29. (1) An employee may, fifteen months before the date of superannuation may be allowed, to encash his leave preparatory to retirement if he under takes in writing to perform duty in lieu of the whole period of three hundred and sixty five days or lesser period which is due and admissible.
- (2) In lieu of such leave, leave pay may be claimed at any time during that period at the rate of pay admissible at the time the leave pay is drawn for the actual period of such leave subject to a maximum of one hundred and eighty days.
- (3) If any time during such period leave is granted on account of ill health supported by medical certificate or for performance of Hajj, amount of cash compensation on account of leave pay shall be reduced by an amount equal to the leave pay for half the period of leave so granted, for example, if an employee who has opted for encashment of such leave, has taken sixty days, leave his cash compensation equal to thirty days leave shall be forfeited.
- (4) The employee shall submit the option to the authority competent to sanction for the payment of cash compensation.

Death During Leave

30. In case an employee on leave preparatory to retirement dies before completing 180 days of such leave, his family shall be entitled to lump sum payment equal to the period falling short of one hundred and eighty days.

In Service Death

31. In case employee dies while in service, lump sum payment of full pay up to 180 days out of the leave at his credit shall be made to his 'family' as defined for the purpose of family pension.

Leave Salary

32. An employee granted leave on full pay or half pay shall for the period of leave draw the pay or half pay and all allowances admissible to such employee immediately before proceeding on such leave.

Recall to Duty During Leave

33. If an employee is recalled to duty compulsorily, with the personal approval of the head of his office from leave of any kind that he is spending away from his headquarters, he may be granted a single return fare plus daily allowance as admissible on tour from the station where he is spending his leave to the place of headquarter where he is required to report for duty:

Penalty for Absence Unsanctioned Leave

34. An employee who remains absent after the expiry of his leave shall not, unless the leave is extended by the Head of Office, be entitled to any remuneration for the period of such absence, and, besides any disciplinary action that may be taken against such employee, double the period of such absence shall be debited against the leave account of such employee and such debit shall, if there is insufficient credit in the leave account, be adjusted as leave not due.

Combination of Different Types of Leave etc

35. Any type of leave may be combined with joining time or with any other of leave otherwise admissible to the employee.
Provided that leave preparatory to retirement shall not be combined with any other kind of leave.

Commencement of Leave

36. Notwithstanding any date or dates mentioned in the orders granting any type of leave, the leave shall commence from the day following the day on which the employee hands over charge of the post held by such employee, and end on the day proceeding the day which such employee resumes duty.

Employee On Leave Not To Join Duty Without Permission Before Its Expiry

37. Unless the employee on leave is permitted to do so by the authority which sanctioned the leave such employee may not return to duty before the expiry of the period of leave granted to such employee.

Manner Of Handing Over Charge When Proceeding On Leave Etc.

38. (1) An employee proceeding on leave shall hand over the charge of his post, and if he is in grade 16 and above, he shall, while handing over charge of the post sign the change relinquishing report
(2) The applicant shall make sure that leave has actually been granted to him and he shall not absent himself from duty until and unless proper arrangements for his work have been made and he has been relieved by his immediate superior. He shall duly hand over in the manner determined by his immediate Officer, all the papers, cash and keys in his custody.

Assumption Of Charge On Return From Leave

39. (1) An employee, on return from leave, shall report for duty to the authority that sanctioned his leave and assume charge to the post to which he is directed by the authority.
(2) In case an employee is directed to take charge of a post at a sanction other than that from where he proceeded on leave, travel expenses as on transfer shall be payable to him.
(3) No employee who has been granted leave on medical certificate may return to duty without first producing a medical certificate of fitness from II-A.

Maintenance Of Leave Account

40. Leave account in respect of an employee shall be maintained as part of his Service Book: Provided that Account Officer shall maintain the leave accounts of employee of whom they were maintaining the Account immediately before the coming into force of these statutes.

Leave To Lapse

41. All leave at the credit of an employee shall lapse when he quits University service.

STUDY LEAVE

Study Leave

1. Study leave may be granted to an employee for study or research in a subject connected with his work in the university, up to maximum period of 3 years provided he has been in the service of the university for not less than five years and has been confirmed in his post.

Extension

2. Notwithstanding anything contained in the preceding paragraph, the Syndicate may, if it satisfied that it was not possible or practicable for an employee, due to circumstances beyond his control, to complete the course of study or research work within the maximum period for which study leave can be granted, on the recommendation of the Institution where the employee is pursuing the course of study or research, and if the employee has no leave on full pay or half pay to his credit, extend the maximum period for which study leave can be granted to him by granting leave on full pay for a period not exceeding six months and leave on half average pay for a period not exceeding one year.
3. Study leave will be granted on average pay excluding allowances and may be combined with vacations, earned and special leaves, at the discretion of the Syndicate, salary will be paid only on receipt of a satisfactory progress report in study or research. It shall be the duty of incumbent to furnish such report quarterly to the University from the Head of the Institution or Research guide.
4. (1) An applicant for study leave shall execute a legal bond that he shall, on his from study leave, remain in the service of the university for the following period, as the case may be: (i) For at least three years, if the period of study leave is one year, or (ii) For at least five years, if the period of study leave is two years or more. (iii) For double the period of extension allowed under statute 2 above.
(2) He shall further undertake to serve on the same post on which he was working at the time of going on leave, or on his substantive post. The Syndicate may, however, vary either of the above two conditions to the extent it decides.
5. An employee who avails of study leave, shall undertake by agreements with the University to refund the whole of the amount or such part thereof as he may draw during the period of study leave, as the Syndicate may determine, of such sums as may have been paid to him spent on his education or advanced by the University, if he fails to satisfactorily complete his course of studies or fails to resume his service in the university on the expiry of the study leave, or if he gives up the services of the university within the period covered by the bond.
6. Study leave shall count as service purposes of increments in the time-scale of the employee's pay and for his contribution to the provident fund, provided regular progress reports of satisfactory work on research are provided in his favor but he shall not earn any kind of leave for this period.
7. No study leave, with or without pay, shall be granted unless the applicant is qualified for the course of study or to conduct the higher research work for which the leave is sought and will be in a position to join the institution before the commencement of the session for which the leave is being availed of.

SABBATICAL LEAVE



Sabbatical Leave

1. No employee who has already availed of study leave once shall be eligible for grant of study leave a second time. Only Sabbatical leave shall be granted to such an employee, provided he has completed five years after his return from the first study leave and has also completed the period of service stipulated under the bond executed by him on the grant of the first study leave. This facility would be available to the teachers/officers holding at least B-18 and who have served the university for not less than seven years.
2. Sabbatical leave shall be granted only for post-doctoral research and shall be either on full average pay for a maximum period of six months, or on half average pay for a period not exceeding 9 months.
3. Not more than five percent of teachers in a department shall be sent on Sabbatical leave.

MMXXVIII

Performance Management & Promotion Policy



PERFORMANCE MANAGEMENT AND PROMOTION POLICY

PURPOSE:

Performance Evaluation is a systematic process through which the organization involves its employees, as individuals and members of a department, in achieving agreed goals, thereby improving themselves and developing organizational effectiveness, in line with the University's mission, vision and objectives.

Ensures that the performance evaluation activity makes a significant contribution in improving the efficiency, productivity, and performance of DUHS employees.

Employees are an integral component of the overall success of DUHS, when employees succeed, they have a more positive demeanor, and everyone enjoys being well engaged.

POLICY:

It is the policy of DUHS to ensure that the performance of the employees is evaluated based on the work performed during the course of the duty and is carried out on pre-established goals, competencies and the actual performance of the employees against them.

Performance Evaluation at DUHS is a planned periodic activity that requires university wide support, guidance and shared efforts, to achieve mutually beneficial outcomes for all employees. This activity leads to the identification of contributions made by each individual employee, his or her overall standing and the potential for progress and growth at DUHS.

The performance evaluation process consists of the following:

Documenting the SMART objectives/goal for each employee in the organization

A formal periodic performance self-assessment review based on the work performed.

Review of self-assessment by Supervisor, Functional Heads, Departmental Heads and Head of the institutes/organization.

Review on a cross-functional basis by Director HR and VC for those who report directly to Vice Chancellor, For the rest of employees, their Performance Assessment Forms will be reviewed by HR.

APPLICABILITY:

The Performance Evaluation System is applicable to all regular & contractual employees (teaching and non-teaching) of DUHS.

RESPONSIBILITIES:

It is the responsibility of the Human Resource Directorate to:

the performance evaluation activity, including aiding Principals, Directors, Deans and Departmental Heads.

Ensure that all Departmental Heads and their core team members are trained adequately and appropriately to manage the performance evaluation techniques and processes in a consistent, appropriate, and effective manner.

It is the responsibility of employees:

To prepare their SMART objectives in consultation with supervisor followed by review and finalization with Head of Department within the first month of evaluation cycle.

To actively share in the review process by having a dialogue on his/her performance, new challenges, opportunities & gaps.

It is the responsibility of the Departmental/Institutional Heads to;

Ensure that employees' objectives are relevant and SMART and submit copy of decided SMART Objectives to HR Directorate.

Ensure that the performance evaluation activity makes a significant contribution in achieving the organization's vision, mission and objectives.

Ensure that the evaluation activity is carried out in a fair, just and unbiased manner.

Ensure in coordination with the HR Directorate that the process has provided both the Supervisor and the employee(s) with ample opportunity to understand each other's perspectives about performance through consistent two-way communication.

Ensure that all activities related to performance management and evaluations are completed within prescribed and specified timelines and in professional manner.

PROCEDURE:

Phase 1: Setting SMART Objectives

Employee(s) have to draft the SMART Objectives in consultation with supervisor followed by review and finalization with Head of Department and subsequently the departmental Head collectively sends the objectives of all the employees working in

his/her department within the prescribed time limits to HR Directorate.

The Objectives submitted to the HR Directorate should adhere to the following criteria:

- o Ensure that objectives for each employee meet the SMART Criteria (Specific, Measurable, Achievable, Realistic & Time Bound).



Specific	Measurable	Attainable	Relevant	Time-Bound
Make sure your goals are focused and identify a tangible outcome. Without the specifics, your goal runs the risk of being too vague to achieve. Being more specific helps you identify what you want to achieve. You should also identify what resources you are going to leverage to achieve success.	You should have some clear definition of success. This will help you to evaluate achievement and also progress. This component often answers how much or how many and highlights how you'll know you achieved your goal.	Your goal should be challenging, but still reasonable to achieve. Reflecting on this component can reveal any potential barriers that you may need to overcome to realize success. Outline the steps you're planning to take to achieve your goal.	This is about getting real with yourself and ensuring what you're trying to achieve is worthwhile to you. Determining if this is aligned to your values and if it is a priority focus for you. This helps you answer the why.	Every goal needs a target date. Something that motivates you to really apply the focus and discipline necessary to achieve it. This answers when. It's important to set a realistic time frame to achieve your goal to ensure you don't get discouraged.

- o Ensure that performance standards for measurement are articulated and clearly understood by the employees.
- o Ensure that SMART Objectives have certain qualitative and quantitative measure of assessment.

Phase 2: Evaluation of Employee Performance

The Principals, Directors, Dean and the Department Head initiate the performance evaluation activity for their departmental employees. The stakeholders facilitate the process to ensure that all performance evaluation activities are carried out and completed as per defined guidelines and timelines.

Step: 1: Self-Assessment by the employee

Employees will evaluate themselves against the SMART objectives set at the start of the Evaluation cycle.

Step 2: Discussing the Performance Evaluation against the SMART Objectives

The employees will discuss their performance with their supervisor / Departmental/Institutional Head and the Performance Management Form will be signed by the Employee, Supervisor and Departmental Heads, employee may attach

necessary documents to validate the achievements.

1.1 At the beginning of each Performance Period, the Human Resource Directorate disseminate the notification for initiating and completing the process.

HR directorate will provide training on performance evaluation for Departmental/Institutional Heads / Line Managers, to familiarize all with the responsibilities / goals setting and evaluation activities.

The Honorable VC shall carry out the performance evaluation of Principals', Directors, Dean and Departmental/Institutional Heads and any other position that report directly to him.

PERFORMANCE MANAGEMENT TIMELINE

Initiation of the Performance Evaluation System:

- The HR Directorate will initiate the activity by sending the Performance Evaluation forms in June and December or as deemed necessary every year.

SMART Goal Setting:

Principals, Directors, Dean and the Department/Institutional Head initiate the SMART goal setting activity for their respective departments and employees. Every employee will be obligated to submit the objectives within the first month of the joining/ Performance Period with the consent of HOD.

The Departmental/Institutional Heads will identify and submit a copy of the job responsibility/ goals section of the form to the HR Directorate.

The SMART goals once developed will not be allowed to change within that period of assessment. If however, a need arises, the whole process with the consent of the Competent Authority needs to be executed.

Performance Evaluation / Assessment:

All Principals, Directors, Dean and the Departmental/Institutional Heads will conduct Periodical reviews of their subordinates and update the Performance Evaluation forms by noting comments, remarks and suggestions for changes and realignment of goals for employees, Completed forms shall be returned to HR Directorate at the latest by end of June and December every year.

Evaluation of Forms by HR:

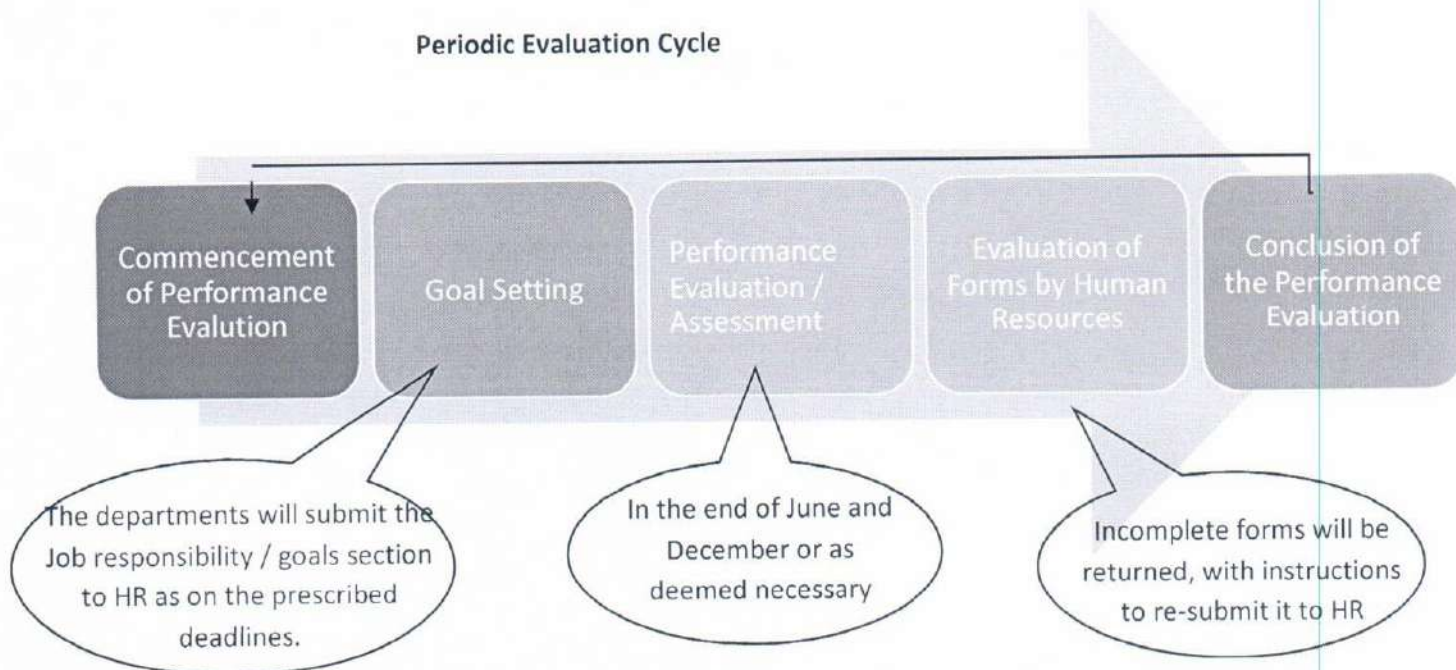
The HR will crosscheck all the forms submitted on the following criteria, in order to ensure that the forms comply to the following; this activity will be conducted in the end of June and December every year.

- Score Calculation & Rating justifications
- Completion of the form (Incomplete forms in any manner shall be sent back to the department with instructions to return to Human Resource Directorate).
- Grievance related to the Performance Management highlighted by appraisee

(if any).

Grievance of the Employee: All the grievance shall be addressed through the Grievance Committee.

Periodic Evaluation Cycle



PERFORMANCE IMPROVEMENTS:

Throughout the performance Evaluation Cycles corrective counseling may be initiated by the Department Heads in order to facilitate to improve employee actual performance against desired.

Based on performance evaluation results, the respective stakeholder will identify training needs for employee's professional development.

Performance Ratings derived from Performance Assessment Forms will be taken as guide for employee's assessment criteria for promotion and/or up gradation to be submitted to Promotion Committee.

Employee will be evaluated on the following grid to identify the gaps in the performance so that employees may work on these key areas to improve the average performance.

RATING GRID

S. No	Description	Weightage	Maximum Score Limit
01	Achievement of SMART Objectives	45%	450
02	Rating on Competencies	45%	450
03	Compliance with COPC	10%	100
Total		100%	1000

01	02	03	04	05
Non-Effective Performer	Minimally effective Performer	Effective Performer	Highly Effective Performer	Exceptional Performer
(0-50)%	(51-69)%	(70-85)%	(85-94)%	(95-100)%

The functional head, with the assistance of Director HR, will determine the course of action best suited to the circumstances; this may include verbal and written counseling, reassignment, allocation of Performance improvement Plans and in extreme cases warning, demotion or dismissal after due diligence and concurrence of the competent authority.

PROMOTION ASSESSMENT PROCEDURE

“Promotion” may be a move to a position of higher Grade and responsibility, these advancements may be a vertical career progression or horizontal role change that helps employees develop, grow and demonstrate enhanced capabilities and competencies toward work deliverables.

DUHS intends to promote employees:

- Based on their performance and workplace conduct,
- Demonstrated Experience in the job or tenure,
- High performance level in last 3 years Performance Evaluation reviews,
- Required Skillset that matches the minimum requirements of the new role,
- Personal & Professional motivation and willingness for a change in responsibilities and accountabilities and career progression.

Procedure for Promotion:

Process of Promotion Evaluation may only be initiated if there is any existing vacant/budgeted position or a Position is expected to arise as per the approved DUHS organization structure.

Promotion Evaluation process may only be initiated if there is a specific sufficient justification and need for the senior role(s) to be filled by promotion, and duly approved by the competent authority.

Promotion to the next Grade/ Level will purely be made on the basis of selection on merit based on employee’s performance and workplace conduct and other criteria defined in this policy.

POLICY FOR PROMOTION:

HR directorate shall initiate the procedure for promotion with the approval of the Vice Chancellor DUHS only in case there is a need of a senior role

DUHS Promotion Evaluation process will offer an equal chance to internal employees by promotion and external employees by initial hiring in consideration of best practices for equal employment opportunity to attract

and retain the best talent, qualified and experienced professional.

Promotion to a post shall be subject to passing of an Evaluation, Psychometrics Assessment, Panel Interviews, Group discussion and evaluation on demonstrable skills, Assessment Centers as may be prescribed by the Competent Authority on the recommendation of Promotion Committee recommendations for each role.

Promotion in DUHS cannot be claimed as a matter of right.

PROCEDURE FOR PROMOTION:

Promotion assessment process will only be initiated if any position approved in the respective Department/Institution organizational Structure is available for consideration based on organizational needs.

Human Resource Directorate will initiate the process for the formation of the DUHS Promotion committee to assess the eligible employees upon the approval of the higher positions with the consent of the competent authority.

The Committee will convene on annual basis for consideration of cases of eligible Employees fit for promotion (if any) and shall submit its recommendations for promotion of Employees to the competent authority

for further necessary actions. The Promotion meeting can be convened during year in exigency condition.

To be eligible for consideration in the Promotion Evaluation by DUHS Promotion Committee, the following eligibility criteria for the purpose of calculation for length of service and the period of probation, if applicable, shall be counted towards the length of service. This is Applicable to all **Non-Faculty Positions**.

S.No	Grade	Eligibility Criteria for Promotion Evaluation
		Years of Services
1.	BS -17 and above or equivalent	4 years in each Grade
2.	BS 11 to 16 or equivalent	6 years in each Grade
3.	BS 1 – 10 or equivalent	8 years in each Grade

For the promotion of all **Faculty positions** Policy of Regulations for the Appointment / Selection of Faculty / Teaching / Staff / Examiners in Medical and Dental Constituent and Affiliated Institutions of Dow University of Health Sciences, 2021 approved by the Syndicate in its meeting (Ref No.) / HEC Regulations will be followed.

The DUHS Promotion Committee shall consider the following criteria as tabulated below for Evaluation for Developing the Recommendation for promotion of an Employee:

S.No	Description of the Evaluation Criteria for Promotion	Weightage	MAXIMUM POINTS SCORE
1.	Match to the Role & Responsibilities & Job Specification of the Considered role.	20%	200
2.	Employee Extraordinary Contribution to the assigned Work and impart/outcome to the organization productivity (Documented with Evidence)	10%	100
3.	Employee Last three-year Performance Rating	35%	350
4.	Up-skilling & New Skilling acquired by the Employee over the last few years. (Self or Company Paid) Certificate of Attendance, Participation, Qualification or Document Validating the same need to be attached and should be placed in the employee Personal File	15%	150
5.	Promotion Committee Panel Recommendation	20%	200
TOTAL WEIGHTAGE & SCORE		100%	1000

Employees having any kind of warning, Show Cause notices, any disciplinary proceeding or any such kind of related elements over the last three years of service, then deduction of the Score need to be considered by DUHS promotion committee mutually consented based on the severity of the case however minimum deduction of 5 points in all such cases would still be mandatory. The maximum deduction can lead to 250 points only.

01	02	03	04	05
Non-Effective Performer	Minimally effective Performer	Effective Performer	Highly Effective Performer	Exceptional Performer
(01-40) %	(41-59)%	(60-75)%	(76-89)%	(90-100)%

Each member of the DUHS Promotion Committee independently will score each eligible candidate on the above-mentioned Points Score basis clearly giving the Justification and Evidence for each Criteria of Evaluation, mentioning the Recommended Point Score on the Promotion Evaluation Recommendation Form.

The total of each DUHS Promotion Evaluation Recommendation Form will be added together to derive the cumulative total score for each eligible employee for the preparation of the Promotion Summary Recommendations.

An Employee on extra ordinary leave or absent without leave shall not be considered for promotion Evaluation and the period of extraordinary leave shall not count towards service of the Employee for the purposes of promotion.

The final Promotion Summary developed via recommendations received from
Human Resource Manual



Department promotion will be presented to the honorable Vice Chancellor for final Approval.

Promotion shall only be made by the honorable Vice Chancellor via syndicate for BS 17 and above and equivalent grade only, on the recommendation of the Promotion Committee.

Promotion shall only be made by the honorable Vice Chancellor directly for BS 1-16 and equivalent grade.

GRADE UP-GRADATION

The up-gradation policy is applicable for employees in BS 01-17 only after completion of minimum Seven (7) years of service in current grade and subject to fulfillment of following conditions:

- Seven (7) years of service in existing grade
- No pending disciplinary proceedings
- No major or minor penalty imposed during the entire term under consideration for time scale up gradation in last Seven (7) years under these regulations.

Employees upgraded under this regulation who have no prescribed career path will be awarded the next higher grade with the same designation on the minimum salary of the next grade or present salary whichever is more.

Time scale up gradation to the next higher grade shall be made by the Competent Authority upon the recommendation of the DUHS Promotional Committee.

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DUHS Contractual Employment



DUHS CONTRACTUAL EMPLOYMENT

AUTHORITY:

This document traces its authority from the act of Provincial Assembly of Sindh wherein the Assembly delegated its power to formulate rules to the University under DUHS Act 2004 § 6 (1) (xii), (xvi), and (xxiii). The power delegated by the Assembly to University is channeled to the authorities and officers of the University under various sections of the Act. For the specific case of this document, the Syndicate is empowered to grant approval under 23 (2) (u).

A study of existing Statutes would reveal that the DUHS already has the Statutes in place to deal with appointments,¹⁵ and terms and conditions of contractual employees¹⁶ however, the section dealing with the terms and conditions for contractual employees allows the Competent Authority to appoint:

- a. Professional Consultant
- b. Technical Consultants
- c. Advisors
- d. Persons possessing any specialized skill or experience
- e. Retired or superannuated employees

Such appointments will be governed, in the words of the Statutes by "the terms and conditions as may be determined" which can safely be interpreted as terms and condition determined in their contract if read in conjunction with DUHS Employee (Service) Statutes 2007 § 1 (3). Therefore, the Syndicate can approve a policy offering generic benefits and terms to the contractual employees.

PROPOSED TERMS AND CONDITIONS FOR CONTRACTUAL EMPLOYMENT AT

DUHS:

DUHS is introducing the idea to hire employees on a better and fresh contractual employment scheme that guarantees job security based on performance. While the University is aggressively working on introducing more reforms in the upcoming few months during a period termed as *Buffer Period*.

Buffer Period:

The buffer period is an excellent opportunity for DUHS to streamline the workforce. This will be a great opportunity to bring all the existing § 12 (6) (a) temporary hiring in proper order. The buffer period of a year or less will give DUHS a chance to make the temporary §12 (6) (a) employees go through the proper process by advertising their positions, making them go through a test and / or interview, and pass through a Selection Board or Selection Committee as the case maybe. This can happen simultaneously while, in the meantime, new employment structure and cadres are being worked on along with all related policy work. This way, DUHS will be able to bring the workforce employed as per due process within a year, in good faith, no new § 12 (6) (a) temporary contracts should be given to an employee more than twice after the approval of these terms and condition unless it is necessary. Every new vacancy should be advertised on the website and a newspaper as per the due- process requirements.



In the buffer period, the University can also explore and develop different models to manage the payroll cost, such methods may include Tenure Track hiring, endowed Faculty positions etc. wherein the University will be able to hire highly qualified and talented faculty at minimum or no cost to the University funds.

Contract Duration:

The long-term contracts shall be given as a fresh appointment and shall be for a term of minimum three years up to five years renewable based on need and performance appraisal; no fresh appointment will be needed for a renewal. A contract of an employee with consistent poor performance may not be renewed and may also be terminated before the expiry. Employees already on contracts issued as per due process under Appointment, Promotion, and Transfer Statutes, 2007 shall be able to benefit from the terms and conditions contained herein including performance-based renewal.

Benefits Allocation and Terms:

The benefits include salary and other components; the following benefits shall be provided to the contractual employees:

Gross Salary:

The components of the gross salary would be:

- a. Basic Salary: which will be sixty percent of the gross salary
- b. University Allowance: will be thirty percent of the gross salary
- c. Misc. Allowance: will be ten percent of the gross salary

Defined Contribution Provident Fund:

Contributory defined contribution Provident Fund wherein the employee will contribute 8.33% of their basic monthly salary and DUHS will make an equal contribution too. The said Provident Fund will be defined contribution fund wherein the rate of return will be the actual rate of return on investment and will be a fund recognized and regulated under Income Tax Ordinance 2001 Sixth Schedule. A separate fund account and trust should be made for this purpose.

Annual Performance Based. Increment:

An annual increment, independent of any factor other than the performance appraisal, should be provided every year as per the approved policy.

Medical Insurance:

Medical Insurance for self, spouse, and parents will be provided from the date of joining on the long-term contract as per policy and approved insurance plan.

Group Life Insurance:



Group Life Insurance will be provided until the expiry of the contract as per policy and approved insurance plan.

Besides, DUHS may also provide any other allowance(s) / benefits) approved by the Competent Authority.

Leave:

Any public holiday which is sandwiched in between approved leaves will be considered a leave day and would accordingly be deducted from the applicable leave balances. The leaves will be provided as under:

Annual Leave:

Total thirty annual leaves out of which only fifteen would be eligible for carry forward (up to a maximum of one year) and fifteen would be mandatory to be availed. In any given

year, only fifteen leaves can either be carried forward and only forty five leaves can be accumulated in any given year which will include fifteen leaves carried forward from the Previous year and thirty annual leaves from the current year. The leaves can be availed at an accumulated rate of 2.5 leaves per month.

Sick Leaves:

Total eight days of sick leaves per year, the sick leaves balance will not be carried forward. For any sick leaves beyond eight days, the case shall first be approved by the DUHS Medical Board.

Study Leaves:

An employee may be able to avail paid study leaves of up to one year, payable with one basic salary per month, after a service of three years provided the employee will submit a surety bond (in case of paid study leaves); any leaves beyond a year up to one more year would be compensated with half basic salary. The Competent Authority will have discretion to grant such leaves who shall judge each case on standalone basis; such leaves cannot be claimed as a matter of right.

Maternity Leaves:

Maternity leaves shall be provided as per DUHS Leaves Statutes, 2007 § 11.

Iddat Leaves:

Iddat leaves shall be provided as per DUHS Leaves Statutes, 2007 § 12 (1) and ((2).

Initial Six Months Evaluation:

An employee on the long-term contract shall be subjected to a one time initial evaluation after completion of first six months of fresh appointment and shall be allowed to continue on the longterm renewable contract based on satisfactory remarks in Initial Employee Progress Report. This evaluation will be separate from the regular performance measurement exercise.

**Notice Period:**

Notice period will be one month or salary in lieu of the notice period by either party upon termination of the contract..

Applicable Policies:

Besides these terms and conditions, every employee will be subjected to strictly observe all applicable DUHS rules, regulations, and policies already in force and as announced from time to time to maintain good discipline of service and a strict professional code of conduct.

Modification:

Syndicate retains the power to modify these terms and conditions as and when needed. The Vice Chancellor is empowered to modify, add, or declare any provision contained herein as inapplicable if the need be; provided, any such decision will need to be submitted before the immediate next Syndicate for approval to remain in force.

Removal of ambiguities:

The Syndicate has all the authorities and powers to pass an order to remove any ambiguity related to the terms and conditions contained herein. The Vice Chancellor shall pass an order to address any urgent situation and shall report to the Syndicate, any such action taken in the best interest of DUHS.

Grievances and Appeals:

An application to address any grievances arising out of these terms and conditions shall lie to the DUHS Staff Grievances Committee whom shall consider the application and provide recommendations to the Vice Chancellor. The decision of the Vice Chancellor shall be final and an appeal against the same shall lie to the Syndicate.

Implementation:

The HR Directorate is empowered to take all necessary actions, under the supervision and approval of the Vice Chancellor, to implement these terms and conditions.

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Job Description Policy



JOB DESCRIPTION POLICY

Objective:

Job description is vital to the productivity of an employee as it ensures the employee knows what is expected of them and what their responsibilities are. Job descriptions are also fundamental in that they provide key criteria that DUHS employees can expect to be evaluated on given Key Accountabilities including compliance to Quality and Timelines.

Policy:

DUHS Job description is a document that clearly states Position Details including, Position Title, Reporting line, Section, Department, Grade along with Key Accountabilities, Communication and Working Relationships, Qualification, Experience & Skills, Competencies and applicable Approvals.

Job descriptions shall be developed for new positions that have been authorized by the Director of Human Resources prior to initiating the hiring process.

Job descriptions shall be reviewed and modified for current positions within a reasonable period of time following a material change in the essential duties of the position.

Job description shall cover how success is measured in the role so it can be used in performance evaluations

Procedure:

Job descriptions for each department are updated as needed to reflect staffing shortfalls or business needs.

Standard Job Description Form is being circulated to all Department Heads for drafting of Job Description followed by Review by Job Evaluation Committee.

Job Descriptions are furnished to all employees upon joining and in case of change of Job Role & Responsibilities.

All Job Descriptions are then maintained by the Human Resource Directorate.

JOB DESCRIPTION FORMAT

1. JOB DETAILS:	
Position Title:	
Reports to:	
Section:	
Department:	
Grade:	
Prepared / Revised on:	
Version:	

2. POSITION SUMMARY:
Write position summary by defining job purpose.

3. KEY ACCOUNTABILITIES:
<ul style="list-style-type: none"> State brief responsibilities.

4. COMMUNICATIONS & WORKING RELATIONSHIPS:
Internal:
External:

5. QUALIFICATIONS, EXPERIENCE, & SKILLS:
Minimum Qualifications:
Minimum Experience:
Job Specific Skills:

6. COMPETENCIES:
List down key competencies.,

7. APPROVALS:
Employee
<p>_____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Date</p>
Employee's Manager
<p>_____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Date</p>

MMXXVII

Exit Interview Policy



Exit Interview Policy

Objective:

Exit interview allows a departing employee to exchange information, usually on the employee's last day of work. An exit interview is an opportunity for the departing employee's to explain their reasons for leaving and provide feedback about their experience working for DUHS.

Policy:

Exit interview policy presents our method of gathering useful information about our institutes from employees who resign. When employees leave our institute, they may feel more comfortable sharing experiences they had while working for us.

Specifically, we want to discover:

- Why an employee is leaving.
- What an employee liked or disliked about our company.
- Whether official job descriptions reflect our employees' actual work.
- What we can improve to make our workplace more efficient and pleasant.

HR Directorate are responsible for informing departing employees that their participation in Exit interviews is greatly appreciated but optional.

Everything discussed during exit interviews is kept confidential. The HR Directorate assures existing employees that interview records are confidential. HR directorate explains to employees how they'll present results to management (e.g. in aggregate form or anonymous feedback.)

The HR Directorate is responsible for analyzing data from exit interviews and sharing insights and recommendations with senior management. They report on results annually, quarterly or more frequently if needed (e.g. if a large number of employees leave within a certain period.)

Procedure:

- Exit Interview is executed in a face-to-face interview process between the employee and the Manager or HR.
- Or it could simply be through an online Exit Interview form which the employee fills out and turns in online.

MMXXVIII

Training & Development Policy



Training & Development Policy

Objective:

Training and Development is well articulated continuous process of improving Attitude, skills and Knowledge and clarifying concepts and changing employee Capabilities through structured and planned up-skilling initiatives by which the productivity and performance of employees can be enhanced.

Policy

Training and development initiatives and learning activities are designed to improve the job performance of Employees. These programs typically involve advancing employee Attitude, Skills & Knowledge and instilling greater motivation to enhance job performance and Organizational Productivity.

Procedure

This procedure should be followed when employees want to attend training sessions or conferences:

- a) Employees or their department Heads identify the need for training.
- b) Employees department Heads discuss potential training programs or methods and come up with suggestions.
- c) Employees or Department Heads through the Director / Dean / Principal contact Human Resource Directorate or Dow Skill Development Center as deemed most suitable and briefly present their proposal.
- d) HR or DSDC researches the proposal, with attention to budget and training content and possible options available in-house or outside training institutes/Trainers.
- e) Human Resource Directorate approves or rejects the proposal after seeking inputs from the Competent Authority. If the proposal/ Request is approved, they will make arrangements for dates, accommodation, reserving places etc.
- f) In cases where the company doesn't pay for the training directly, employees will have to pay and send invoices or receipts to HR. HR will approve employee reimbursement according to this information and in accordance to the prior approval as necessary.
- g) If an employee decides to drop or cancel a training, they'll have to inform HR immediately. They'll also have to shoulder any cancellation or other fees.
- h) In cases where training ends with examination, employees are obliged to submit the results. If they don't pass the exam, they can retake it on their own expense.



Human Resource Directorate

MMXXVIII

General Conditions



General Conditions

1. A candidate shall not be less than eighteen (18) years or more than sixty (60) years of age at the time of appointment to a post in the service of the University.
2. (i) Matriculation Certificate or equivalent shall be accepted by the competent authority as a proof of date of birth for the purpose of calculating the prescribed age limit.
(ii) In case of non-Matriculates, the competent authority may accept the school leaving certificate, the discharge certificate issued by his previous employer if any, or such other documentary evidence of date of birth e.g. National Identity, Birth Certificate Card, medical opinion etc.
3. In case of appointment on the same date the older in age shall rank senior to the younger in age.
4. Two or more employees shall not be appointed substantively to the same permanent post at the same time.
5. Every employee shall be liable to serve in any section / institution in connection with the affairs of the University.
6. No employee shall absent himself from duty nor leave his station without first having obtained the permission of the competent authority.
7. The whole time employee shall be at the disposal of the university and he may be assigned duty in any manner required by the university without claim for additional remuneration.
8. Teachers of the university may be called upon to do any examination work for university for which remuneration will be paid.
9. In case of examination work of other universities and other organizations prior permission of the vice-chancellor shall be necessary.
10. Every employee shall conform to and abide by the statutes, regulations and rules of the university and shall comply with and abide by all lawful orders and directions which may, from time to time, be given by any person under whose jurisdiction, superintendence or control he may be.
11. The service under the university shall commence from the working day on which an employee reports for duty in any appointment covered by these regulations at the place and time intimated to him by the competent authority.

12. An employee, who is selected for training at the expense of the university or under any aided programme, shall be required to execute a surety bond for serving the university on return from training for such period which shall be generally double the period of training or as the competent authority may prescribe.
13. An employee proceeding on leave without pay for studies and without any financial or other obligation on the part of the university, shall also be required to execute a surety bond of such amount and for such period as may be determined by the competent authority.
14. If a bonded employee leaves the service of the university for any reason, before the expiry of the prescribed period of bond, he would be required to pay only that amount of bond which is proportionate to the unexpired period.
15. An increment shall ordinarily be drawn as a matter of course unless it is withheld.
16. An increment may be with-held by the competent authority if his conduct has not been good, or his work has not been satisfactory.
17. In ordering the withholding of an increment, the period for which it is with-held shall be clearly stated.
Provided that postponement shall not have the effect of postponing future increment.
18. All duty period in a post and periods of leave other than extraordinary leave shall count for increments in that time scale.
Provided that the university shall have power, in any case, in which it is satisfied that the leave was taken on account of any cause beyond the employee's control, to direct that extraordinary leave shall be counted for increments.
19. Extra ordinary leave shall not count towards pension qualifying service or experience.
20. If an employee is required to hold charge of another post in addition to his own duties, no special pay will be admissible if the charge of the additional post is held for less than a period of one month.
21. The competent authority may grant an employee to receive an honorarium for work performed which is occasional in character and arduous in nature.
22. A record of service and Annual Evaluation Reports about the work of each employee shall be maintained and recorded in the form and manner as may be prescribed by the Syndicate.

23. An employee shall not have access to his Evaluation reports; provided that such shall be informed of adverse remarks, if any, in order to give him an opportunity to explain his position.
24. All entries in the service book / record shall be initialed by the head of the office concerned.
25. No person convicted for an offence involving moral turpitude shall be appointed as an employee.
26. An employee against whom an investigation for a cognizable offence is pending or who is challaned in a Court of Law on a criminal charge or is in police custody may be placed under suspension by the appointing authority if considered necessary.
27. Where an employee is placed under suspension, the matter on expiry of three months from the date of suspension shall be placed before the competent Authority regarding the advisability of continuing the person under suspension, and the authority may, if it so deems fit extend such further period of suspension as it may think necessary and review the case on the expiry of the period so fixed.
28. In the case of conviction of an employee he shall be placed under suspension till the question of his further retention in service is finally decided in accordance with relevant statutes.
29. If an employee under suspension is acquitted honorably, he shall be reinstated and the period of suspension shall be treated as on duty.
30. An employee appointed to a higher post on temporary or officiating basis shall be liable to reversion to his lower post or basic pay scale without notice.
31. A permanent employee shall not resign from his post without giving the appointing authority one month's previous notice in writing failing which he shall be liable to pay to the university a sum equal to his substantive pay for three months.
32. The right to recover pay in lieu of notice may be reviewed by the appointing authority.
33. The resignation will be effective on its acceptance by the competent authority; and in the case of a temporary employee on expiry of fourteen days' notice or forfeiture of fourteen days' pay in lieu thereof from either side;
34. Resignation once accepted shall not be withdrawn unless permitted by the competent authority in exceptional circumstances for reasons to be recorded.

35. Unless the competent authority, in view of any special circumstances of the case, otherwise determines, an employee shall cease to be in the employment of the university after three years continuous absence from duty without sanctioned leave.
36. The competent authority may require an employee to appear before the Medical Board of the University for medical examination if, in its opinion the employee is suffering from a disease which renders him unfit for the proper and efficient discharge of his duties or from a disease which is communicable and is likely to endanger the health of other employees.
37. If the Board, after examining the employee, requires the employee to remain absent for a period from duty for the purpose of rest and treatment and that there is reasonable prospect of his recovery, the competent authority may grant him leave, including extraordinary leave, for such period as the Board recommends under the relevant statutes as if the employee had himself applied for the leave.
38. If the Board after examining the employee, certifies that the employee is permanently incapacitated for service, the finding of the Board shall be communicated to the employee immediately.
39. The employee may, within seven days of the receipt by him of the official intimation of the findings of the Board, apply to the competent authority for a review of his cause by a Medical Board and the application shall be accompanied by a fee determined by the Syndicate.
40. The competent authority shall then arrange for the convening of a reviewing Medical Board. The Board shall not include the Medical Officer who issued the certificate in the first instance and if the reviewing Medical Board certifies that the employee is permanently incapacitated for further service of the employee, or fails to apply for review, the competent authority may require him to retire from service.
41. In case the reviewing Medical Board holds that the employee is fit for service he shall be reinstated and the period of his absence will be treated as duty.
42. The services of an employee may be terminated without notice: -
 - (ii) during the initial or extended period of his probation; provided that where the employee is appointed by promotion or, as the case may be, is transferred from one cadre or post to another post or cadre, his service shall not be so terminated so long as he holds lien against his former post in such cadre, but he shall be reverted to his former cadre or post, as the case may be;

(iii) On the expiry of the initial or extended period of his probation.

43. Where on the abolition of a post or reduction in the number of posts in the cadre, the services of an employee are required to be terminated, the person whose service are terminated shall be the most junior in such cadre or post.

44. Where a right to prefer an appeal or review in respect of any order relating to the terms and conditions of his service is provided to an employee under any statutes applicable to him, such appeal or application shall, except as may be otherwise prescribed, be made within thirty days of the date of such order.

45. An employee aggrieved by an order may, within thirty days of the communication to him of such order, make a representation against it to the authority next above the authority which passed the order.

46. Where there is no specific provision in the statutes, regulations, or rules in respect of any matter, such matter shall be governed by corresponding rules or regulations made by the Government.

47. The Syndicate may set up an Anomaly Committee to recommend resolution of difficulties / anomalies arising out of the implementation of the above provisions.

References:

- Dow University of Health Sciences, Statutes 2007; amendment 2014.
- Dow University of Health Sciences, Acts 2004; amendment 2009/2014.