



EMPLOYEE SEPARATION POLICY

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EMPLOYEE SEPARATION POLICY

1) OBJECTIVE:

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

- a) Resignation
- b) Retirement
- c) End of Contract (for fixed term / casual employees)
- d) Termination of services
- e) Redundancy
- f) Unforeseen event

2) APPLICABILITY:

This policy is applicable to all full-time part-time employees, including those appointed on a fixed term and daily wages basis.

3) RESIGNATION:

- a) Resignation is defined as a permanent separation from employment that is initiated by the employee.
- b) An employee should not leave or discontinue her/his service with University without giving a prior notice **in writing** of her/his intention to leave or discontinue the service as per service agreement / contract of employment / principle of engagement.
- c) Any employee leaving University should submit the resignation in writing by hand to the Office of the Vice Chancellor and scanned a copy to the Registrar **by email** - registrar@apexuniversity.edu.in with a copy to hp@apexuniversity.edu.in.
- d) The Registrar shall forward the resignation to the Chancellor Secretariat with the recommendation of the Vice Chancellor.
- e) For teaching staff, the Vice Chancellor or his nominee along with the head of the concerned school / department should interact with the resignee within five days from the date of letter of resignation to understand the reason. For Non - Teaching staff, the Registrar and head of the concern will interact with the resignee as mentioned above. Post this discussion, with mutual consent if,
 - i. The resignee chooses to stay back, s/he shall withdraw her/his resignation in writing (via email / letter) within three days of meeting with the Vice Chancellor / Registrar.
 - ii. The resignee chooses to continue with the decision to resign, acknowledgement of the resignation letter in the form of Resignation Acceptance letter (**Appendix - C**) will be issued to the employee.
- f) **Notice Period:**
 - i. Applicable notice period shall begin on the date when the concerned employee has given the resignation in writing to the Registrar by eMail.
 - ii. **All employees are required to serve full notice period or pay in lieu, the salary for the notice period not served as per Service Agreement or contract of employment or principle of engagement.**



- iii. Under such circumstances, the amount payable for unserved notice period can be adjusted against the amount payable for the balance salary.
- iv. However, University at its discretion can relieve the employee from the services earlier than the above defined notice period in case s/he has fulfilled all work commitments, and/ or the resignation is made at the end of the Academic Session. Under such circumstances the remaining notice period shall be waived off.

g) Last Working Day:

- i. The last working date will be mutually decided between the Reporting Officer, Registrar and the Employee and it will be approved by the Vice-Chancellor.
- ii. If the last day of the notice period falls on a holiday or weekly-off, the employee shall be relieved on the working day prior to the holiday/ weekly off.
- iii. To Whom It may Concern Certificate for Fixed Term Employee and Casual Employee (**Appendix - E**) / Relieving-cum-Service Certificate for Regular Employee (**Appendix - D**) will be issued within 30 days after her/his exit, if the Employee settles all dues prior to her/ his discharge from the University.
- iv. ***The Relieving-cum-Service Certificate will not be issued to Terminated Employees without recorded and justified reason and with prior approval of the Vice chancellor.***

Note: The University will not issue any other certificate to the discontinued employee without approval from the Sponsoring Body.

h) Leaves during Notice Period:

- i. The employee is not allowed to take any leave during the Notice Period.
- ii. **In exceptional cases (medical or other exigency), the employee may be allowed to avail CL, with prior approval from the Vice chancellor or Registrar.**

4) RETIREMENT:

a) Retirement Age:

- i. Faculty members shall retire from University on completion of 65 years. However, they may be reappointed on contract basis till they attain the age of 70 years.
- ii. Non- Faculty members, shall retire from University on completion of 60 years of age. However, an extension on contract basis up to 2 years may be provided at the discretion of the University. In case of statutory officers, the age of retirement shall be as per the APU Act and Statutes.

b) Date of Retirement:

The date of retirement shall be either June 30th or December 31st, whichever falls after the date on which the employee attains the age of

- 65 years in the case of teaching staff
- 60 years in the case of non-teaching staff members.

5) END OF CONTRACT:

- a) A contract if not extended will end on the date mentioned in the contract.
- b) The process for Performance Appraisal and Contract Renewal shall begin 45 days before the end of contract.

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- c) The reporting officer of the employee shall provide performance feedback and recommendation to renew or end the contract.
- d) The Registrar shall recommend to the Vice-Chancellor for extension / termination of contract based on the recommendation of the reporting officer.
- e) The Registrar will issue a Contract Renewal (**Appendix - F**) / Relieving-cum-Service Certificate for Fixed Term and Casual Employee (**Appendix - E**) to the fixed term employee based on the approval of the Vice Chancellor.

6) TERMINATION OF SERVICES:

- a) Subject to the provisions of rules and regulations, the Vice Chancellor may terminate the services of any employee, if it is felt that her / his continuance in the service is not in the interest of the University.
- b) The power to terminate the services of any employee shall be exercised only by the Vice chancellor with the concurrence of the Chancellor.
- c) The option to dismiss the services of an Employee shall generally be exercised under the following circumstances:
 - i. **Violation of Code of Conduct / Policy on Prevention Sexual Harassment**
 - In case of Violation of Code of Conduct or Policy on Prevention of Sexual Harassment, an enquiry shall be initiated by University as per the provisions of APU Ethics, Code of Conduct and Discipline Rules. University will provide reasonable opportunity to the concerned employee to present her/ his case in respect of the allegations set out against her/him.
 - In case of proven misconduct, the University shall have the right to terminate the services of the employee without prior notice.
 - Any notice of resignation given by such an employee (*alleged accused*) shall not take effect unless it is accepted by the Vice-Chancellor and till then, the employee will not be officially relieved from the services of the University.
 - ii. **Unsatisfactory Performance:** Termination of service for reasons of performance, which is consistently unsatisfactory or below expectations, may be resorted to by the University as per APU Ethics, Code of Conduct and Discipline Rule.

7) RETRENCHMENT OR REDUNDANCY:

- a) The University will notify an Employee that their employment will be terminated on the grounds of redundancy.
- b) APU may retrench an Employee for reasons not relating to the Employee's performance or behavior.
- c) This may happen in case of restructuring or phasing out of departments/ functions for strategic reasons at the discretion of the University.
- d) In such cases, the University will provide notice or payment in lieu of notice to the concerned employee, in accordance with the APU Service Rules.

8) UNFORESEEN EVENT:

In the unfortunate event of death while in service, Establishment Section shall render the following assistance:

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- a) The Sponsoring Body in consultation with the Registrar and approval from the Vice-Chancellor will provide the necessary support to the employee's family in terms of any help that may be needed by the family to deal with the emergency.
- b) Advance amount, if required, to the next of kin to take care of immediate expenses may be provided.
- c) Full and final settlement of dues to be done within 15 days, from which the advance will be adjusted.
- d) Process expeditiously the Provident Fund / Insurance-claim Settlements and other statutory benefits granted to the deceased employee as accrued during her/his employment with University.

9) HANDOVER & CLEARANCE OF DUES:

- a) It is expected that the separating employee shall complete his/ her work and commitments before the relieving date.
- b) The employee must settle all amounts due to University prior to her/his separation, including Loans, Advances, etc.
- c) The Employee should also, prior to final settlement, hand over any returnable or leased property of the University to the reporting officer, which includes:
 - i. Laptops, Desktops, Printer, Data Cards, Mobile, SIM etc.
 - ii. Stationery, Cabinet Keys, ID cards, Books issued from Library, etc.
 - iii. Various files / documents etc.(to the Reporting Officer)
- d) The Employee must complete the Exit Clearance Form (**Appendix - B**) and submit it to the Registrar.

10) FULL & FINAL SETTLEMENT:

- a) Last month's salary of the outgoing Employee will be paid through **CHEQUE** only along with the Full and Final Settlement of all dues within 30 days after her/his exit.
- b) Upon separation an employee is entitled to the following salary & benefits. The salary & benefits will be calculated on pro rata basis up to the date of separation:
 - i. Monthly remuneration till the last working day;
 - ii. Unclaimed salary reimbursements;
 - iii. Unclaimed expenses, if applicable;
 - iv. Encashment of Earned Leaves, if applicable;
 - v. Performance incentive for the preceding performance cycle, as per the terms of employment which will be payable only if the employee is on the rolls of University on the date when incentives are paid / disbursed;
- c) The net amount of dues will be paid to the employee after adjusting deductions and recoveries as applicable.
- d) In addition to this, the University will provide assistance for settlement or transfer of Provident Fund.



**11) EXIT INTERVIEW:**

- a) The outgoing employee must fill the Exit Interview Form (**Appendix - A**) and handover the same to the Registrar.
- b) It is the responsibility of the Establishment Section to initiate and complete the exit interview process for the Employee.
- c) Each Employee separating from University will go through an exit interview by the Registrar or his nominee and Reporting Officer.
- d) The Vice chancellor would use the inputs to understand the employee's experience at University and reasons for her/his resignation, and to develop action plans for improvement.

12) CONTACT INFORMATION FOR FUTURE CORRESPONDENCE:

- a) Separating employees are required to provide their contact details and addresses for future correspondence, if need arises.
 - b) The Establishment Section is responsible to maintain records of Separated employees.
-



EXIT INTERVIEW FORM

Employee Name:	Employee ID:	Designation:
School/ Section:		Location:
Reporting Officer:	Date of Joining:	Separation Date:

Please select and rank (1 to 3) top three reasons that prompted you to leave employment with APU:

Particulars	Select any Three
Lack of growth & development opportunities	
Medical grounds	
Unattractive remuneration	
To pursue higher studies	
Absence of a challenging responsibility	
Family related problems	
Excess work pressure	
Inadequate recognition of your efforts	
Lack of suitable location	
Absence of a congenial work environment	
Lack of pleasant work relationship with immediate superior	
Any other reason, not listed above (please specify)	
Additional Remarks:	

1) Is there anything the University could have done to retain you?

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2) What did you like most about your job?

3) What did you like least about your job?

4) Are you open to the ideas for re-joining APU at a future date?

Yes () No () Not Sure ()

5) What suggestions do you have to make this organization a better place to work?

INTERVIEWER'S COMMENTS:

Particulars	Name	Signature	Date
Exiting Employee			
Reporting Officer			
Registrar or His Nominee			



Neelika Rao



EXIT CLEARANCE FORM

Employee Name:	Employee ID:	Designation:
School/ Section:		Location:
Date of Joining:	Date of Resignation:	Last Working Day:
Permanent Address:		
City: _____ State: _____ Pin Code: _____		
Personal Email ID:		Mobile Number:

This is to inform all concerned that above said employee has resigned from the services of the University. The University has accepted the resignation and he/she will be relieved from duty on _____ (**Relieving Date**). Hence, please do not issue him/her anything after acknowledging this final clearance. Please write your remarks and sign under the relevant section so that we can process his/her full and final settlement.

DATE:

REGISTRAR

Sr. No.	Particulars (Return of APU Property data and documents)	Status (Cleared/ Not cleared)	Signature & Date
REPORTING OFFICER (at the level of Head of School/ Functional Head)			
1.	Files and Official Documents (Hard Copies)		
2.	Files and Official Documents (Soft Copies)		
3.	Pending Work		
4.	Any external commitments		
5.	Official mails to be forwarded		



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Sr. No.	Particulars (Return of APU Property data and documents)	Status (Cleared/ Not cleared)	Signature & Date
ACCOUNT SECTION			
1.	Imprest Amount		
2.	Advance		
3.	Notice Pay		
4.	Loan		
5.	Any other dues		
LIBRARY SECTION			
1.	Library Books		
2.	Any Dues		
INFORMATION TECHNOLOGY SECTION			
1.	Laptops		
2.	Data Cards, Printer and other accessories		
3.	Pendrive		
4.	Manuals		
5.	Back-up of Data		
ESTABLISHMENT SECTION			
1.	APU ID Card		
2.	Keys of Table/ Cupboard (if any)		
3.	Any other files or document		
CAFETERIA			
1.	Any cafeteria dues		

DECLARATION:

I, _____, hereby confirm the above and certify that I am not carrying any information/ asset of the University nor will share any confidential and proprietary information of any nature in part or full with any external party, directly or indirectly associated with the University. I also confirm that I have collected all my personal belongings.

Dated: _____

Signature: _____

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Appendix - C

RESIGNATION ACCEPTANCE LETTER

Date: _____

(Name of the employee)
(Designation)
(Employee ID)

Subject: Acceptance of ResignationDear **(name)**,

This is with reference to your resignation letter dated **(Date)**, the University has accepted your resignation.

You will be relieved from the services of the University on **(Date)**, after closing hours as communicated to you. Your relieving will be subject to submission of clearance form, return of all University property and information in your possession and completion of handing over formalities. A copy of the **Exit Clearance Form** is enclosed for your perusal.

If you are residing in the official accommodation, kindly settle and hand over accommodation to Estate Section as per APU House Allotment Rules on or before your last date of working as mentioned above.

We wish you all the best in your future endeavors.

Regards,

For APEX Professional University**Authorized Signatory**



Appendix - D
(Regular Employee)

Ref.No. APU/RO/___/___/___

Date: _____

RELIEVING CUM SERVICE CERTIFICATE

Dear _____

With reference to your letter of resignation dated (Date), the University has accepted your Resignation and accordingly you are being relieved from the Services of the University. He/ she has performed his/ her duties and responsibilities sincerely.

Your service record is as follows:

Employee ID :

Name :

Designation :

Date of Joining :

Date of Leaving :

Reasons for Discontinuation : Retired / Resigned with/ without notice / Terminated.

Herewith, please find enclosed the Cheque amounting to Rs. _____/- (_____ only), along with the computation sheet towards your Full and Final Settlement.

We wish you all the best and success for your future endeavors.

Yours sincerely

Registrar
APEX Professional University
Pasighat, Arunachal Pradesh



Nenkiba Rao



Appendix - E
(Fixed Term Employee)

Ref.No. APU/RO/___/___/___

Date: _____

TO WHOM IT MAY CONCERN

Dear _____

This is to certify that the following employee has worked on Contractual Basis and has performed his/ her duties sincerely. His/ her service record is as under:

Employee ID :

Name :

Designation :

Date of Joining :

Date of Leaving :

Reasons for Discontinuation : Contract Expired / Resigned with/ without notice / Terminated

Herewith, please find enclosed the Cheque amounting to Rs. _____/- (_____ only), along with the computation sheet towards your Full and Final Settlement.

We wish you all the best and success for your future endeavors.

Yours sincerely

Registrar
APEX Professional University
Pasighat, Arunachal Pradesh



Venkatesh Rao



Appendix - F

CONTRACT RENEWAL LETTER

Date: _____

(Name of the Employee)
(Designation)
(Employee ID)

Subject: Renewal of Contract of EmploymentDear **(name)**

This is with reference to your Application for Renewal of Contract dated **(Date)**. This is to inform you that the University is pleased to renew your contract upto 30th June **(Year)**. Your Contract has been renewed with the same terms and conditions of the Service Agreement executed by you with University on **(Date)**, in accordance with Section 40(1) of the APEX Professional University Act, 2012 (No. 7 of 2013).

Your honorarium has also been revised and enclosed in the **Annexure**.

On behalf of APU, we thank you once again for your contribution to the University and look forward to your continued commitment in achieving and surpassing our goals.

Kindly sign the duplicate copy of this letter as a token of your acceptance.

With Best Wishes,

Yours Sincerely,

For APEX Professional University

Authorized Signatory



Nenki Baran



HOUSE ALLOTMENT CLEARANCE FORM

Name: _____ Designation: _____

Type of Accommodation: _____ Date of Vacating: _____

Details:

Amount Receivable	Amount
Painting, Cleaning and Maintenance Charges:	
Damage to University Property, if any	
License Fee upto	
Amenities and Utility Charges upto	
Amount Payable	Amount
Refundable Caution Deposit	
Net Amount Receivable	

Declaration by the Employee:

I hereby declare that I am agreeable to receive from Apex Professional University, an amount of _____ as settlement towards Accommodation allotted to me by the University. I have no further claims of receiving any further amount in this regard. The University may however, recover any amount, if due, at a later date.

Signature of the Employee

Certification by University Representative

Certified that the Accommodation is handed over with keys, furniture and fittings in good condition.

Authorized Signatory

Recommended
Head – Estate Section

Approved
Registrar

Accounts Section

Amount Paid by: _____



Venkatesh Rao