

**SUBSIDIARY REGULATIONS  
GOVERNING THE SERVICE  
CONDITIONS OF EMPLOYEES  
OF**

## **SUBSIDIARY REGULATIONS GOVERNING THE SERVICE CONDITIONS OF EMPLOYEES OF**

### **CHAPTER I**

#### **PRELIMINARY**

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

- a) **SHORT TITLE:** These regulations may be called “the subsidiary regulations governing the service conditions of employees of (name of the society with No. P.)”.
  
- b) **COMMENCEMENT:** They shall come into force with effect from the date of their approval by the Registrar of Co-operative Societies, Puducherry.
  
- c) **APPLICABILITY:** Save as otherwise provided, these regulations shall apply to all the employees of (name of the society with No.P.).

##### **2. DEFINITIONS: (1)** In these regulations, unless the context otherwise requires-

- a) **“Act”** means the Puducherry Co-operative Societies Act, 1972 (No.7 of 1973).
  
- b) **“Allowances”** means the dearness allowance, house rent allowance, medical allowance and other allowances admissible to the employees at such rates and under such conditions, as may be determined by the committee, from time to time, with the approval of the Registrar.
  
- c) **“Appointing authority”** means the Chief Executive of the society.

Service conditions of employees

- d) **“By law”** means the registered by-laws of the society for the time being in force.
- e) **“Chief Executive”** means an official/officer of the Government holding the post of Managing Director/Secretary/General Manager on deputation or holding additional charge and in charge of day to day administration of the society.
- f) **“Committee”** means the committee of management constituted as per the provisions of the by-laws of the society.
- g) **“Competent authority”** means in relation to the society, the person, who has ultimate control over the affairs of the society whether called as an Administrator/Special Officer/Chief Executive or by any other name, such person.
- h) **“Continuous service”** means uninterrupted service but includes services which have been interrupted by any authorized leave or cessation of work not due to the employee’s fault.
- i) **“Employee”** means a person in whole time service of the society and shall include regular and temporary employee but shall not include a part time employee or an employee employed on contract or daily rated basis or any other person in receipt of honorarium for the services rendered to the society.
- j) **“Family”** means the spouse, children and parents of an employee residing with and wholly dependent upon the employee of the society.
- k) **“Pay”** means the basic pay exclusive of all allowances.
- l) **“Period on duty”** includes service on probation, joining time allowed on transfer and the period of casual leave duly sanctioned by the competent authority and does not include any period spent on any other kind of leave.
- m) **“Period of service”** means the period during which an employee is on duty and on leave authorized in accordance with these regulations.

Service conditions of employees

- n) **“President”** means the President of the society.
  
- o) **“Registrar”** means the Registrar of Co-operative Societies appointed by the Government under section 3(1) of the Puducherry Co-operative Societies Act, 1972 and shall include any other authorities to whom the powers of the Registrar have been delegated by the Government of Puducherry.
  
- p) **“Regulations”** means the employees’ service regulations of the (Name of the society with No.P.)
  
- q) **“Rules”** means the Puducherry Co-operative Societies Rules, 1973, as amended from time to time.
  
- r) **“Society”** means (Name of the society with No.P.)
  
- s) **“Special increment”** means the annual increment granted in the time scale at the time of sterilization operation undergone by an employee under family planning programme and it does not include any allowance.
  
- t) **“Year”** means in relation to leave calculations, the period of twelve months beginning with 1<sup>st</sup> January and ending with 31<sup>st</sup> December.

**NOTE:** (2) All the words and expressions used in these regulations and not defined therein, but defined in the Act or rules or by-laws of the society, shall have the same meaning as assigned to them in that Act or rules or by-laws.

## **CHAPTER II**

### **RECRUITMENT OF PERSONNEL**

#### **3. CADRE STRENGTH, PAY AND ALLOWANCES**

a) Subject to the nature and volume of business, working capital, financial position, profit earning capacity and the budget allotment sanctioned by the general body, the committee shall, with the approval of the Registrar in writing, make regulations fixing the cadre strength of the paid officers and servants of the society. These regulations shall, among other things, specify the different categories of posts in the order of their rank, their strength, method of appointment, feeder categories of posts from which appointment by promotion be made to the immediate next higher category of post.

b) The scale of pay, dearness allowance and all other allowances applicable to different categories of employees shall be as approved by the Registrar from time to time.

#### **4. QUALIFICATIONS FOR APPOINTMENT**

a) No person shall be eligible for appointment whether by direct recruitment or by promotion to any category of posts mentioned in Schedule 'A' annexed herewith, unless he possesses the qualifications specified in the corresponding columns.

b) Knowledge of the regional language: No person shall be eligible for appointment to any service by direct recruitment unless he has an adequate knowledge of the regional language.

#### **5. DISQUALIFICATIONS FOR APPOINTMENT**

a) No person who is a near relation of a member of the committee as specified in rule 44 shall be appointed to any post in the service of the society. If a doubt arises as to whether a person is or is not a near relation of a member of the committee, the committee shall refer it to the Registrar for decision, whose decision shall be final.

## Service conditions of employees

b) No person shall be appointed to the service of the society, if he has been found guilty of any offence involving moral turpitude or if he is a person who is or was dismissed or compulsorily retired or terminated from the service of the society or of any other society.

c) An employee shall cease to be as such if he is:

- i. a near relation as specified in rule 44 of a member of the committee or of an officer of the society; or
- ii. found guilty of any offence involving moral turpitude; or
- iii. is found dismissed from the service of any society.

d) The society shall, by an order in writing remove an employee who has ceased to be as such under clause (c) above from its paid establishment:

Provided that no such order shall be made except after giving an opportunity to the employee to make his representation, if any.

## **6. APPOINTMENT BY DIRECT RECRUITMENT**

a) An appointment by direct recruitment to any post be made in accordance with the provisions contained in the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959 (Central Act No. XXX1 of 1959). The vacancies shall also be advertised in one or more daily newspaper.

b) Every appointment by direct recruitment shall be made by holding written examination and interview except for posts involving unskilled office work and on the basis of the rank given with reference to the marks obtained in the written examination and the marks awarded in the interview.

c) In the case of technical posts, such as stenographer, typist, driver, etc., involving specialized skill, a practical test apart from the written test and interview shall be conducted in the respective trade.

d) For appointment of persons to perform unskilled office work only interview shall be conducted and based on the performance in the interview appointment shall be made.

Service conditions of employees

e) For the purpose of conducting interview there shall be a selection committee consisting of the President, the Chief Executive and a member of the committee as nominated by the committee for this purpose:

Provided that nothing contained in these regulations shall apply to-

- i. Appointment of dependants of the employees of any society who died or medically invalidated while in service, on compassionate grounds, and
- ii. Appointments of regular or confirmed employees of co-operative societies rendered surplus, retrenched etc., otherwise than as a punishment inflicted by way of disciplinary action.

## **7. APPOINTMENT ON COMPASSIONATE GROUNDS**

Notwithstanding anything contained in these regulations, the society may provide appointment to the dependants of the paid officers and servants of the society who died while in service or medically invalidated in accordance with the regulations framed for this purpose.

## **8. RESERVATION OF APPOINTMENT**

The principle of reservation of appointment of Scheduled Castes, Scheduled Tribes, Backward Classes, Most Backward Classes, Physically Challenged persons and such other categories of persons as may be prescribed by the Government of Puducherry from time to time for recruitment to the Government services shall apply to any post meant for direct recruitment by the society.

## **9. AGE AT ENTRY**

In the matter of age for appointment to the service of the society, the rules in force, applicable to the Government servants shall be followed.

## **10. MEDICAL EXAMINATION**

All employees shall on appointment to the service, undergo a medical examination and produce a fitness certificate from a Registered Medical

Service conditions of employees

Practitioner or a recognized hospital or a nursing home, as the appointing authority may specify.

## **11. COMMENCEMENT OF SERVICE**

The service shall commence from the date of joining the service:

Provided that if a person joins in the afternoon of a day, his service shall be deemed to have commenced from the forenoon of the next day.

## **12. PROBATION**

a) **Period of probation:** A person appointed to any post by direct recruitment shall ordinarily be placed on probation for a period of one year from the date on which he joins duty.

Provided that, the period of probation shall be exclusive of the duration of earned leave and extraordinary leave taken by the employee concerned.

b) **Extension of period of probation:** The appointing authority may, for good and sufficient reasons, extend the period of probation of an employee for a further period not exceeding one year in order to determine whether the probationer is fit for regularization or not.

c) **Termination on probation:** It shall be competent for the appointing authority to terminate the service of an employee, at any time during the period of probation, without assigning any reason therefor, on the grounds to be recorded, if his work and/or conduct have not been found satisfactory, by notice in writing given by the appointing authority to the employee. The period of such notice shall be thirty days:

Provided that the service of any such employee may be terminated forthwith and on such termination the employee shall be entitled to claim a sum equivalent to the amount of his pay plus allowances for the period of notice at the same rates at which he was drawing immediately before the termination of his service or, as the case may be, for the period by which such notice, falls short of one month:



## Service conditions of employees

Provided further that no appeal shall lie against an order terminating the service of an employee, who is placed on probation.

d) **Confirmation:** On the completion of the prescribed or extended period of probation, as the case may be, the appointing authority shall confirm his service in the post, if his work and conduct have been found satisfactory.

### 13. AGE OF RETIREMENT

In the matter of age of retirement from the service of the society, the rules applicable to the Government servants shall be followed.

### 14. SECURITY TO BE FURNISHED BY PAID EMPLOYEES

a) A person seeking entry into the service of the society shall furnish security to the following extent and in the form indicated there against and also furnish an undertaking so as to authorize the society to remit the premium due on the fidelity guarantee insurance policy and to recover the amount from his salary before he actually joins duty. The Government servants deputed to societies are exempted from payment of cash security and from taking fidelity guarantee insurance policy.

b) The scale of security prescribed is only the minimum but the society shall at its discretion prescribe a higher scale of security in tune with the volume of its business.

Sl. No.	Name of the Post	Security to be furnished	
		Cash Rs.	Fidelity guarantee Rs.
1.	Secretary/Manager/Accountant/Superintendent	10,000	20,000
2.	Senior clerk/Tester/Cashier/Internal Auditor	10,000	15,000
3.	Godown keeper/Measurer/Salesman	10,000	15,000
4.	Junior Assistant	5,000	10,000
5.	Attender/Peon/Packer/Helper	2,000	2,500

## Service conditions of employees

- c) Security deposit received by the society from its employees shall not form part of the assets of the society and shall be invested separately in the financing bank in term deposit with higher rate of interest.
- d) The cash security furnished by the employees shall carry interest at such rate as the society may receive from the financing bank for the amount deposited.
- e) The society shall have a lien on the security deposit received from its employees and shall adjust the security deposit of an employee towards stock deficits, etc., caused by such employee or towards any other dues from him to the society, after giving an opportunity to the employee to make his representation.
- f) The society shall keep the fidelity guarantee insurance policies alive by paying the annual premium regularly and recovering the amount involved from the monthly salary of the employees concerned.

### CHAPTER III

#### PAY AND INCREMENTS

##### 15. PAY

a) The pay and allowances to an employee shall accrue from the date of commencement of his service in the society.

b) An employee is entitled to draw the salary of the post to which he is appointed from the date on which he assumes the duties of the post if the charge is taken over in the forenoon of that date and from the forenoon of the next day if he assumes the duties of the post in the afternoon of the previous day.

c) Salary shall cease to accrue as soon as an employee ceases to be in service of the society:

Provided that, in case of an employee, who is dismissed or removed from service or dies while in service, the salary shall cease from the date of dismissal, removal or death, as the case may be:

Provided further that, in case of death, salary for the day of death shall be payable irrespective of the time of death.

d) Where an employee is transferred from one post to another post, he shall, during any interval of duty between the date of his handing over charge of the old post and the date of his taking over charge of the new post, draw the salary of the old or new post, whichever is lower.

e) No employee is eligible for any pay advance.

f) If an employee is promoted to a higher post, his initial pay in the higher post shall be fixed at the stage in the new pay scale next above the stage in the pay scale of the lower post from which he is promoted.

g) The salary of the employee shall not be disbursed before the last working day of the month:

## Service conditions of employees

Provided that in exceptional cases, it shall be competent for the committee to disburse the salary of any particular month, on any day during the last week of the month.

### **16. INCREMENTS**

The annual increment in the pay scale shall normally accrue to an employee after he has completed one year of continuous service in the pay scale unless it is withheld by an order passed in a disciplinary proceeding:

Provided that the period spent on extra-ordinary leave, i.e., leave on loss of pay, will not be counted for the purpose of increment.

## **CHAPTER IV**

### **SENIORITY, PROMOTION, TRANSFER AND TRAINING**

#### **17. SENIORITY**

The seniority of employees in each cadre shall be determined on the basis of ranking given to them at the time of selection either by direct recruitment or by promotion and seniority list shall be issued for each cadre separately and without seniority list for any cadre no promotion shall be given:

Provided that an opportunity shall be given to employees before issue of final seniority list for each cadre separately.

#### **18. PROMOTION**

a) The society shall reserve such percentage of vacancies as may be specified by the Government of Puducherry from time to time for the members of scheduled caste and scheduled tribe in the matter of promotion.

b) All promotions from one category of post to the immediate next higher category of post shall be made only from the respective feeder category of post and on the basis of seniority.

#### **19. TRANSFER**

Every employee shall be liable to be transferred from one post to another and/or from one branch to another branch in the interest of the business of the society.

#### **20. TRAINING**

a) Every employee shall be liable to undergo such training course, as may be decided by the Chief Executive and will be entitled to full pay and allowances during the training period including period of journey to and from the training centre. The employee concerned shall be deemed to have been on duty during the training period.

Service conditions of employees

b) It shall be obligatory on the part of the employee selected for training to execute such bond or agreement, before being sponsored for the training, in such format as may be specified by the Chief Executive of the society, requiring the employee concerned to serve in the society for such period as may be specified in the agreement after the completion of the training.

## CHAPTER V

### LEAVE AND ABSENCE FROM DUTY

#### 21. LEAVE

Subject to the provisions of these regulations, the following kinds of leave may be granted to the employees:

- a) Casual leave
- b) Special casual leave
- c) Earned leave
- d) Sick leave
- e) Maternity leave
- f) Compensatory leave.

#### 22. CASUAL LEAVE

- a) Every employee of the society shall be entitled to casual leave not exceeding eight days in a calendar year.
- b) Holidays falling within or before or after the period of casual leave shall be excluded.
- c) Casual leave shall not be combined with any other kind of leave.
- d) An employee who is on leave shall not be treated as absent.
- e) Casual leave shall not be availed for a period exceeding three days at a time and casual leave combined with holidays shall not exceed six days at a time.
- f) The unavailed casual leave at the end of the calendar year shall not be allowed for accumulation.
- g) It can be sanctioned for half a day also.
- h) It can be sanctioned while the employee is on tour, but no daily allowance will be admissible for the leave period.

## Service conditions of employees

i) A temporary employee shall be entitled to casual leave proportionate to the period actually spent on duty.

### **23. SPECIAL CASUAL LEAVE**

a) Every male employee, who undergoes sterilization / vasectomy operation under family planning programme, may be sanctioned special leave of seven days with full pay and allowances, on production of medical certificate from the doctor who performed the operation.

b) Every female employee, whose husband undergoes vasectomy operation, may be sanctioned a special leave of one day with full pay and allowances on the day of the operation.

c) Every female employee, who undergoes tubectomy / laparoscopy operation under family planning programme, may be sanctioned special leave of fourteen (14) days with full pay and allowances, on production of medical certificate from the doctor who performed the operation.

d) The male employee may be sanctioned special leave of seven days with full pay and allowances, in case his wife undergoes non-peripheral tubectomy / laparoscopy operation, on production of medical certificate to the effect that the presence of the employee concerned is essential for the period of leave to look after his wife during her convalescence.

e) The special leave stated above, should include and follow the date of operation and shall not be refused on any account.

f) If Sundays and paid holidays intervenes the period of special leave, the number of days of special leave has to be restricted so that the total period of leave and the holidays does not exceed the number of days admissible. Sundays/paid holidays prefixing and/or suffixing the special leave period will not be computed for this purpose.

g) Special leave will not be credited to leave account of the employees. No encashment of such leave shall be allowed.



## **24. EARNED LEAVE**

- a) Every employee shall be entitled to earned leave of fifteen days with full pay and allowances for every six months of completed service in the society.
- b) If the period of service rendered is less than six months, the number of days of leave earned shall be proportionately reduced.
- c) Earned leave shall be credited on every first January and first July to the leave account of each employee for the service rendered up to December or June, as the case may be.
- d) Earned leave can be accumulated up to three hundred days.
- e) Earned leave shall be calculated at the rate of two and half days per completed calendar month of service in the society.
- f) While affording credit of earned leave, fraction of a day shall be rounded off to the nearest day.
- g) Earned leave shall not be granted to an employee for more than thirty days at a time. The period of earned leave may, however, be granted in excess of thirty days for special reasons:  

Provided that earned leave may be granted at a time up to three hundred days in the case of leave preparatory to retirement.
- h) Earned leave may be permitted to be prefixed and/or suffixed to Sundays and/or paid holidays.
- i) Earned leave due, subject to eligibility, may be granted to an employee before his retirement.
- j) Prior sanction is necessary to avail earned leave. Any application for or extension of earned leave shall be made not less than seven days before the date from which the leave is to commence, except in urgent or unforeseen circumstances or on medical certificate.
- k) The application for extension of earned leave shall be made at least three days before the expiry of leave. A written reply communicating the sanction or rejection of leave shall be sent to the employee.

## **25. COMPENSATORY LEAVE**

Compensatory leave may be granted to employees in the clerical cadre and to those in the lower grade than that, in lieu of attending office on holidays, and they are eligible to avail the maximum of ten days compensatory leave in a calendar year. The credit of compensatory leave will automatically lapse at the end of six months to which it relates unless the leave is availed of. Compensatory leave may be combined with holidays or casual leave subject to the condition that the total of all these availed of at a time shall not exceed ten days.

## **26. SICK LEAVE**

Every employee regularized in the service of the society shall also be entitled to sick leave at the rate of eighteen days for every twelve months of service subject to a maximum of three hundred and sixty five days during the entire service of the employee. The sick leave shall be limited commensurate with the length of service of the paid officer or servant as specified below:

<b>Sl. No.</b>	<b>Total service</b>	<b>Eligibility for maximum sick leave</b>
1.	0-2 years	30 days
2.	2-5 years	90 days
3.	5-10 years	180 days
4.	10-15 years	270 days
5.	Above 15 years	365 days

## **27. MATERNITY LEAVE**

a) Every female employee, may be sanctioned maternity leave of ninety days covering the pre and post natal period, on production of a medical certificate from a registered medical practitioner:

Provided that, such leave shall not be granted for more than two times during the whole period of service of such employee.

b) In the case of miscarriages/abortions including induced abortions, maternity leave may be granted for a period of two weeks. In such cases, the leave application shall be supported with a certificate from a registered medical practitioner.

- c) Regular leave, if any, in credit may be granted in continuance of maternity leave in the case of illness of the employee or the newly born baby, on production of a medical certificate from a registered medical practitioner to the effect that the condition of the employee warrants medical treatment or rest, or the condition of the ailing baby warrants mother's personal attention and the mother's presence by the baby's side is absolutely necessary.
- d) Maternity leave shall not be credited to leave account of the employee. No encashment of such leave shall be allowed.

**Note:** The employees, who are governed by the Employees' State Insurance Act, 1948 shall be entitled for medical leave as applicable under the said Act.

## **28. SANCTION OF LEAVE**

- a) Leave shall ordinarily be applied for and sanction obtained in advance.
- b) No employee shall claim leave as a matter of right.
- c) Every application for sick leave shall ordinarily be accompanied by a medical certificate from a Medical Officer or in exceptional cases medical certificate can be given not later than three days from the date of commencement of leave.
- d) In case of other leave applied on the basis of sickness, medical certificate shall be produced, if required, within twenty four hours of such requisition.
- e) It shall however be competent to the society to refer the employee to a Medical Officer in Puducherry Government Service. If so desired, such a reference to civil surgeon shall be made if the leave sanctioning authority is not satisfied about the genuineness of the reason given by the employee. When the society makes such a reference, it shall be the duty of the employee concerned to appear before the Medical Officer at his own cost on the date, time and place as may be specified by the civil surgeon or the medical board, without fail.
- f) The Chief Executive shall be the authority competent to sanction all kinds of leave to the employees. The President shall sanction all kinds of leave, except medical leave to the Chief Executive.

## Service conditions of employees

g) An employee before proceeding on leave shall intimate to the sanctioning authority his address while on leave and shall keep the said authority informed of the change in address, if any, previously furnished by him.

h) Where leave is availed of on the basis of medical certificate, certificate of physical fitness from a Medical Officer shall be produced at the time of rejoining duty.

i) Extraordinary leave without pay may be granted in special circumstances when no other leave is permissible. Such leave may be combined with any other kind of leave except casual leave but the total period of combined absence shall not exceed one year at any one time. No leave salary is admissible during the period of extraordinary leave:

Provided that the extraordinary leave granted during the entire service of an employee shall not exceed three years in the aggregate.

j) Any application for extension of leave shall be in writing, addressed to the sanctioning authority. Leave shall not be availed until it is sanctioned.

k) When exigencies of service so require, discretion to refuse or to recall an employee from leave of any kind is reserved with the authority competent to sanction leave, except in case of leave on medical grounds supported by a medical certificate from a registered medical practitioner.

l) No employee who is on leave shall during such leave, take service or accept any employment elsewhere either free of cost or for consideration.

m) The society shall maintain a leave account in respect of each employee. The leave account taken or surrendered shall be debited to the leave account of the employee concerned.

## **29. RESTRICTION ON EMPLOYEES FROM LEAVING HEADQUARTERS**

No employee shall absent himself from station or leave his headquarters even during holidays without obtaining previous sanction in writing from the competent authority.

## **CHAPTER VI**

### **REGULATORY CONDITIONS OF EMPLOYMENT**

#### **30. STAYING AWAY FROM DUTY OR OVERSTAYAL OF LEAVE**

a) Staying away from duty or overstaying of leave or absenting from duty without permission is liable to be punished with anyone of the penalties specified in clause 45 of these regulations, besides being treated as extraordinary leave without pay.

b) Any employee absenting without any leave application or overstaying leave beyond a period of fifteen days or absenting himself on extraordinary leave exceeding three years in the aggregate shall be deemed to have resigned from the service of the society and the deemed resignation shall take effect on and from the date of such absence or period of fifteen days or three years as the case may be:

Provided that no order confirming the deemed resignation of an employee shall be passed unless the employee is given an opportunity of making his representation.

#### **31. RESTRICTIONS ON COMMUNICATION**

a) No employee shall, except when generally or specially empowered or permitted in this behalf by the Chief Executive, communicate directly or indirectly any document or information which has come into his possession or knowledge in the course of his official duties or has been prepared or collected by him in the course of such duties, whether from official source or otherwise, to any other person, institution or press.

b) No employee other than the Chief Executive shall make any statement to the public or to the press or contribute articles to the press or magazine or give any talk on the radio or Television or make any publicity by posters or hand bills or notice in connection with the affairs of the society.

#### **32. EMPLOYEES CONTRIBUTORY PROVIDENT FUND**

Every employee shall be required to contribute to the employees contributory provident fund, in accordance with the rules framed by the society

Service conditions of employees

for the purpose as approved by the Registrar or the Employees' Provident Fund Act, 1952.

### **33. OTHER EMPLOYMENT, TRADE OR BUSINESS PROHIBITED**

- a) No employee shall accept any employment or work elsewhere, whether honorary or otherwise.
- b) No employee shall engage himself in any trade or business outside the scope of his duties either in his name or in the name of his family members or relative. An employee shall report to the Chief Executive if any member of his family is engaged in a trade or business.
- c) No employee who is on leave shall during such leave take service or accept any employment elsewhere which involves the receipt of a fee or remuneration either in his name or in the name of his family members or relatives.

### **34. EMPLOYEES LIABILITY TO MAKE GOOD LOSS**

- a) Every employee shall be responsible for and liable to make good any financial loss which the society may sustain on account of his negligence or breach of duty or orders.
- b) For such loss sustained by the society, the employee or his heirs, legal representatives, executors or administrators to the extent of the assets of the deceased employees in their hands and his assets with the society by way of security deposit, etc., shall be liable.

### **35. ACCEPTANCE OF CONTRIBUTIONS, GIFTS, ETC.,**

- a) No employee shall, ask for or accept contribution or associate himself with the raising of any funds or other collections in cash or in kind in pursuance of any objectives having bearing upon political, social or commercial affiliation:

Provided that this restriction shall not apply to collection of subscription or voluntary contribution to service association or service union of the employees of the society.

## Service conditions of employees

b) Customary gifts may be accepted from near relatives and personal friends having no official dealings on occasions such as weddings, anniversaries, funerals or religious functions. In such cases, the employee shall report to the Chief Executive, if the value of the gifts exceeds Rs.5,000/-.

c) No employee shall have pecuniary transactions with individuals or institutions coming in contact with him in the course of his official duties or accept directly or indirectly on his own behalf or on behalf of any other person, or permit any member of his family to accept any gift, gratification or reward from any person with whom he is concerned in the performance of his work:

Provided that this clause shall not apply to any borrowings by an employee on the security of his own deposits, gold or silver wares, savings, insurance policy or the like from institutions other than the society.

d) No employee shall have any interest directly or indirectly other than as an employee in:

- i. any contract made with the society; or
- ii. any property sold or purchased by the society; or
- iii. any other transaction of the society.

e) No employee shall purchase, either directly or indirectly, any property of a member of the society against which his dues to the society are sought to be recovered.

f) No employee shall take part in tenders on auctions conducted by the society.

g) An employee shall not approach or prefer an appeal, except as provided in these regulations, or represent personally to any member of the committee on any matter concerning his service:

Provided that nothing contained herein shall be deemed to prohibit an employee from making any legitimate representation concerning his service to the authorities competent to entertain such representation.

h) No employee shall bring or attempt to bring any political or outside influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service under the society.

i) Any act, deed or deeds done by an employee in contravention of the moral code of conduct enumerated anywhere in these regulations shall constitute misconduct on the part of the employee.

### **36. ACQUISITION OF MOVABLE AND IMMOVABLE PROPERTIES**

a) No employee shall enter into any transaction in respect of any movable property exceeding Rs.15,000/- in value at a time or Rs.50,000/- in a year, whether by way of purchase, sale or otherwise except with or through a regular or reputed dealer or agent or with the previous sanction of the Chief Executive:

Provided that any transaction exceeding Rs.15,000/- in value made with or through a regular or reputed dealer or agent shall be reported to the Chief Executive within one month from the date of every such transaction.

b) No employee of a society shall acquire or dispose of any immovable property by lease, mortgage, purchase, sale, gift, exchange or otherwise either in his own name or in the name of any member of his family except with the approval of the Chief Executive.

c) Every employee shall submit a return in Form I annexed to these regulations of his assets and liabilities within a period of three months from the date of commencement of these regulations and thereafter every year on or before thirty first day of March of the year immediately following the year to which the return relates:

Provided that a person, who enters the services of the society during the course of a year, shall submit the return of his assets and liabilities as on the date of his entry into the services within a period of three months from such date and thereafter shall submit the return every year as though he has submitted his first return on the thirty first March preceding the year in which he enters into the service of the society.

d) An annual statement shall be submitted by every employee of acquisition or relinquishment of any immovable property during every calendar year before 31<sup>st</sup> March of the succeeding year. The annual return shall include all immovable properties acquired or registered in the name of the employee of the society either on his own account or as a trustee, executor or administrator, or acquired



or registered in the name of or held or managed by, his wife or any other member of his family living with, or in any way dependent on him.

e) The Registrar or any person authorized by him in his behalf, may at any time by general or special order require an employee of the society to submit within a period specified in the order, a full and complete statement of such movable or immovable property held or acquired by him or by any member of his family as may be specified in the order. Such statement shall include details of the means by which or the sources from which such property was acquired.

f) The society shall maintain a register group wise in respect of all the employees in Form II annexed to this regulation showing all immovable properties held by each of them and shall revise them with reference to the particulars furnished by the employees in subsequent returns as specified in sub clause (d).

g) Any attempt to mislead or any failure to give full and correct information shall render the employee concerned liable to severe disciplinary action.

h) No employee shall purchase or take on lease or otherwise, any land or property or assets of the society in which he is in service.

### **37. BAR AGAINST POLITICS**

No employee shall be a member of or be otherwise associated with any political party or any organization which takes part in politics and shall not take part in, subscribe in aid of or assist in any other manner, any political movement or activity.

### **38. RESTRICTIONS FOR SEEKING ELECTIONS TO LEGISLATURE, LOCAL AUTHORITY, ETC.,**

No employee of the society shall contest or canvass or otherwise interfere or use his influence in connection with or take part in any election to any Legislature, Parliament or Local Authority or any institution constituted under any State or Central Act or any co-operative society other than the society in which he is a member:

Provided that he may record a vote if he is qualified to do so and where he does so he shall give no indication of the manner in which he proposes to vote or has voted.

### **39. RESTRICTIONS TO BECOME A MEMBER OF CERTAIN ORGANISATION**

a) No employee shall be a member of, or be associated with any organization:

- i. which promotes or attempts to promote on grounds of religion, race, place of birth, residence, language, caste or community or any other ground whatsoever, disharmony or feelings or enmity, or ill will between different religious, racial, language or regional groups or castes or communities, or
- ii. whose activities are prejudicial to the maintenance of harmony between different religious, racial, language or regional groups or castes or communities, and which disturbs or is likely to disturb the public tranquility, or
- iii. which organizes any exercise, movement drill or other similar activity intending that the participants in such activity shall use or be trained to use criminal force or violence or knowing it to be likely that the participants in such activity will use or be trained to use criminal force or violence against any religious, racial, language or regional group or caste or community and such activity for any reason whatsoever causes or is likely to cause fear or alarm or a feeling of insecurity among members of religious, racial, language, regional group, caste or community.

b) If any question arises whether any organization falls under clause (a) above or not the matter shall be referred to the Registrar and the decision of the Registrar thereon shall be final.

### **40. OBLIGATION TO MAINTAIN SECRECY**

Every employee shall maintain strict secrecy of the affairs of the society and the affairs of the constituents and shall not divulge, directly or indirectly, any information pertaining to any transaction of the society to any person except to his immediate superior officer, unless required to do so by judicial or other competent authority or unless instructed to do so by a superior officer in the discharge of his duties.

## CHAPTER VII

### EMPLOYEES CONDUCT AND ASSESSMENTS

#### 41. EMPLOYEES CONDUCT

a) Unless otherwise expressly provided in the order of appointment, the whole-time appointment of the employee shall be at the disposal of the society concerned and he shall serve the society in such capacity and during such hours and at such place as he may from time to time be directed.

b) Every employee shall strictly abide by any law relating to consumption of liquor or intoxicating drugs in force to any area in which he may happen to be for the time being. He shall not be found drunk or under the influence of liquor while on duty or appear in a public place in a state of intoxication.

c) No employee shall conduct any procession or hold or address any meeting in any part of any open ground adjoining the office or inside the office premises:-

- i. during office hours on any working day; and
- ii. outside office hours and on holidays save with the permission of the Chief Executive.

d) No employee shall engage himself or participate in any activity which is anti-secular or which leads to create disharmony in society or in any demonstration which is prejudicial to the interests of the sovereignty and integrity of India, the security of State, friendly relations with foreign states, public order, decency or morality, or which involves contempt of Court, defamation or incitement to an offence.

e) No employee shall, enter into or contract a marriage with a person having spouse living or no employee having a spouse living shall enter into or contract a marriage with any person except where such marriage is permissible under the personal law applicable to such employee and the other party to the marriage.

f) Every employee shall maintain absolute integrity and devotion to duty serve the society with honesty and faithfulness and shall use his utmost

## Service conditions of employees

endeavour to promote the interests of the society. He shall also show courtesy and attention in his dealings to all persons having business relations with the society.

g) No employee shall, except after obtaining no objection certificate from the appointing authority apply for grant of passport or undertake trip to foreign country. While applying for such no objection certificate, information regarding the purpose of visit, the duration of stay and the names of countries proposed to be visited should be furnished.

h) No employee shall-

- i. give or take or abet the giving or taking of dowry; or
- ii. demand directly or indirectly from the parents / guardian of a bride or bridegroom, as the case may be, of any dowry.

Explanation: For the purpose of this clause the term 'dowry' shall have the same meaning as in the Dowry Prohibition Act, 1961 (Central Act 28 of 1961).

## **42. MAINTENANCE OF SERVICE REGISTER AND PERSONAL FILE**

a) The society shall maintain a register of services of every employee in its service as also an account of leave earned and availed of by him. All changes, affecting the rank and emoluments, transfers and other allied matters shall be entered in this register then and there and attested by the Chief Executive. In the service register of every employee entry shall be made every year about the verification of service with reference to the pay bills and other records. The society shall maintain personal file as stated below.

b) Personal file of every employee having copies of his appointment order, certificate of good character and fitness as required at the time of joining, copies of appreciation or warnings, leave orders, orders for allowing annual increments, orders of punishment, if any, and other documents relating to service matters.

c) The Chief Executive shall arrange for the safe custody of employees personal files and records of service.

### **43. SENIORITY LIST**

The society shall maintain a list of seniority of employees in each category of post and it shall be brought up to date as on every 1st day of April of each year and shall be communicated to every employee of the society within three months from the 1<sup>st</sup> day of April of each year.

## CHAPTER VIII

### MISCONDUCT

#### 44. MISCONDUCT

All acts of misconduct and other acts or omissions specifically provided under these regulations will be deemed to be offences without prejudice to the general meaning of the term misconduct and it shall be deemed to mean and include the following:

- a) Theft, fraud, dishonesty, misappropriation or misapplication of the funds of the society or any of its constituents or committing any offence under the Indian Penal Code in relation to the society and its constituents.
- b) Engaging in any trade or business, directly or indirectly.
- c) Willful insubordination or disobedience whether alone or in connection with another or others of any lawful and reasonable order of a superior or misbehaviour with any employee of the society.
- d) Drunkenness, riotous or disorderly or indecent behaviour in the premises of the society or any act subversive of discipline.
- e) Willful damage or damages due to negligence or carelessness to work in process or attempt to cause damage to any other property of the society or any of its customers.
- f) Unauthorized disclosure of information regarding the affairs of the society or any of its customers or any other person connected with the business of the society, which is confidential or the disclosure of which is prejudicial to the interest of the society.
- g) Willful slowing down in performance or work or abetment or instigation thereof.
- h) Gambling or betting in the premises of the society.
- i) Taking or giving bribes or any illegal gratification whatsoever from any person.
- j) Punishment or found guilty by any court of law for any criminal offence involving moral turpitude.

## Service conditions of employees

- k) Threatening, abusing, intimidating or assaulting any workman outside the premises of the society, if such threat, abuse, intimidation or assault is in connection with the employment in the society.
- l) Squatting or remaining anywhere within the premises of the society, other than the appointed place.
- m) Interfering with machines or process not connected with the work allocated and or asked to do by a member of the supervisory staff.
- n) Deliberately making false, vicious or malicious statements, public or otherwise against the society or any officer or employee of the society or the Government or Government Officer.
- o) Strike of work or inciting others to strike work in contravention of the provisions of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) or any other enactment or Rule for the time being in force.
- p) Breach of any standing orders.
- q) Collection of any moneys within the premises of the society for purpose not sanctioned by the society.
- r) Breach of any rules or instructions for the maintenance and running of any department or the maintenance of the cleanliness of any portion of the premises of the society.
- s) Negligence in the performance of duties or neglect to work or habitual absence from the appointed place of work during working hours.  
Explanation: For the purpose of this sub-clause negligence means failure to perform duties as per the provisions of the by-laws and these regulations resulting in some loss or damage to the properties and funds of the society or any other person dealing with the society.  
It shall include the degree of care and competence bestowed in the due discharge of such duties and responsibilities; breach of such duty; and loss or detriment being suffered by the society or any person dealing with the society.
- t) Habitual absence without leave of absence for more than ten consecutive days.
- u) Irregular attendance
- v) Sleeping while on duty
- w) Smoking inside the place of work
- x) Undertaking employment under any other employer or company in any capacity.

## Service conditions of employees

- y) Failure to observe duly notified safety instructions or interference with any safety device or equipment installed within the society.
- z) Distribution or exhibition within the premises of the society of any bills or pamphlets or posters without the previous sanction of the employer.
- aa) Loitering, idling or wasting time during working hours or being within the society out of the authorized hours of work without previous written permission of the Chief Executive
- ab) Any act of sexual harassment of women employee.
- ac) Taking part or canvassing or otherwise interfering or using influence in any election to the committee or office bearers of the society or any public or local bodies' election.
- ad) Holding or attempting to hold or attending any meeting in the premises of the society without the previous permission of the society.
- ae) Committing nuisance in the premises of the society.
- af) Marked disregard of ordinary requirements of decency and cleanliness in person or dress.
- ag) Speculation in stocks, shares, securities or any other commodities whatsoever in his account.
- ah) Conviction of any offence involving moral turpitude.
- ai) Refusal to accept any communication or charge sheet from the superiors.
- aj) Irregularity for any reason whatsoever.
- ak) Disrespectful behaviour towards customers or members or to his superiors.
- al) Furnishing false, oral or written statements to the society.
- am) Refusal to work on another job or in any other section or place of business when ordered by the superiors.
- an) Preventing or attempting to prevent the officers or employees of the society from discharging their lawful duties.
- ao) Any other act or omission on the part of the employee considered as misconduct by the competent authority.



## CHAPTER IX

### DISCIPLINARY PROCEDURES

#### 45. KINDS OF PENALTIES

The following penalties may, for good and sufficient reasons for the violation of any of the provisions of the by-laws and subsidiary regulations and for the misconduct illustrated in the regulations be imposed upon any employee namely:-

- a. Censure;
- b. Fine;
- c. Withholding the increments with or without cumulative effect;
- d. Withholding promotion;
- e. Recovery from pay of the whole or part of the pecuniary loss caused out of breach of duty or gross negligence;
- f. Reduction to a lower stage in the time scale of pay for a specified period, with further directions as to whether or not the employee will earn increments of pay during the period of such reduction and whether on the expiry of such period, the reduction will or will not have the effect of postponing the future increments of his pay.
- g. Demotion;
- h. Downsizing of seniority;
- i. Compulsory retirement;
- j. Removal from service which shall not be a disqualification for future employment in the society; and
- k. Dismissal from service which shall ordinarily be a disqualification for future employment in the society.

Explanation I: The penalties specified in terms of sub-clauses (a) to(d) of these clause shall be construed as minor penalties and those in (e) to (k) as major penalties.

Explanation II: For the purpose of this regulation good and sufficient reasons shall include contravention of, or failure to comply with any of the provisions of the regulation by the employees.

Explanation III: The disciplinary proceedings for misconduct and for other reason, if instituted while the employee was in service shall, after the final retirement of the employee, be deemed to be proceedings under this regulation and shall be continued and concluded by the competent authority in the same manner as if the employee had continued in service. In the event of any such disciplinary proceedings having been initiated is likely to result in dismissal from service on the conclusion of disciplinary proceedings, or where any recovery is to be made from him towards the pecuniary loss caused out of breach of duty or gross negligence or otherwise, the society shall not make payment of the terminal benefits like gratuity, encashment of earned leave, etc., payable to the employee until the disciplinary proceedings is finally concluded.

Explanation IV: The following shall not amount to a penalty within the meaning of this regulation, namely:

- i. Withholding of increment of an employee for his failure to pass any qualifying examination in accordance with the rules or orders governing the service to which he belongs or post which he holds or the terms of his appointment;
- ii. Non-promotion of an employee after considering his case, to a service, grade or post for promotion to which he is eligible;
- iii. Reversion of an employee officiating in a higher service, grade or post to a lower service, grade or post, on the ground that he is considered to be unsuitable for such higher service, grade or post or on any administrative ground unconnected with his conduct;

iv. Reversion of an employee appointed on probation to any other service, grade or post, to his permanent service, grade or post during or at the end of the period of probation in accordance with the terms of his appointment or the rules and orders governing such probation.

v. Replacement of the services of an employee whose service had been borrowed from a society or any authority under the control of a society, at the disposal of the society or the authority from which the services of such employee had been borrowed;

vi. Compulsory retirement of an employee in accordance with the provisions relating to his superannuation or retirement;

vii. Termination of the service –

a. of an employee appointed on probation during or at the end of the period of his probation, in accordance with the terms of his appointment or the rules and orders governing such probation, or

b. of any employee employed temporarily or under an agreement, in accordance with the terms of such agreement or at one month's notice, for abolition of the post, or otherwise.

viii. Reversion to lower grade or post of an employee officiating in a higher grade or post for want of vacancy or on administrative grounds unconnected with his conduct.

**46. AUTHORITY COMPETENT TO INITIATE AND DECIDE ON DISCIPLINARY PROCEEDINGS**

a) The authority competent to impose the various penalties on different categories of employees shall be as shown in the Table below:-

Category of employee	Censure or fine	Withhold increment or promotion or recovery from pay	Reduction to a lower stage in the time scale of pay or demote to a lower rank or lower post or down sizing of seniority	Compulsory retirement or removal or dismissal
1	2	3	4	5
All categories of employees other than the Chief Executive	Chief Executive	Chief Executive	Chief Executive	Sub-committee

b) **Constitution of Sub-Committee:** The sub-committee shall consist of the President, the Chief Executive and a member of the committee other than the President as nominated by the committee for this purpose.

c) The disciplinary authority for the Chief Executive shall be the disciplinary authority of the lending Department.

**47. PROCEDURE TO IMPOSE MINOR PENALTIES:**

a) The disciplinary authority to impose the penalties as per clause 45 (a) to (d) may, either suo motu or on receipt of report either cause an enquiry or further enquiry to impose the penalty fair and just to meet the ends of justice, satisfying himself that the delinquent was given a reasonable opportunity to defend himself

against the charges. If the authority is of the view that the gravity of the charges is serious enough to warrant a major penalty, then he should initiate action as per clause 48.

b) Every charge memo shall contain in detail the basis of the charge quoting the relevant rules or instructions failed to be followed or specific default committed. Besides, the default should be in the form of specific charge or charges and the delinquent should be given reasonable time and opportunity to offer his explanation against the charges.

c) The explanation, if received in time should be carefully analyzed to take an objective decision as to whether the charges could be held as proved. There shall be separate analysis against each and every charge. If no such explanation is forthcoming within the time stipulated, it shall be presumed that there is no explanation.

d) After taking a decision on the charges, as held proved or not proved, the punishing authority should consider the gravity of the charges that were held proved and then decide the quantum of punishment not more than minor punishment deemed fit to meet the ends of justice. The order shall conclude indicating the time for appeal to the appellate authority as specified in clause 52 infra.

#### **48. Procedure to award major penalties:**

No order imposing on an employee any of the penalties in clause 45(e) to (k) shall be passed except after an enquiry held, as far as may be, in the manner hereinafter provided.

a) The disciplinary authority to impose penalty as per clause 45 (e) to (k), either suo motu or on receipt of report, shall issue a memo recording the basis of charge quoting the relevant rules or instructions omitted to be followed, the consequent result of such omission with specific charges suitably framed and the delinquent should be informed of the list of documents relied upon as the basis of charge, the list of witnesses whose versions also form the basis of the charge.

## Service conditions of employees

- b) The delinquent employee should then be required to furnish the list of witnesses, if any, on his defense within a reasonable time failing which the presumption would be that he has no witnesses on his defense.
  
- c) The delinquent employee shall for the purpose of submitting his explanation, be permitted to peruse and take extracts of any record of the society that are relevant to the charges, if he /she so desires. If for any reason such records desired to be perused are considered to be not relevant to the charges, the disciplinary authority may, by order in writing, refuse to grant such permission.
  
- d) On receipt of the explanation, the disciplinary authority to impose the major penalty thereon shall appoint an enquiry officer, to conduct an objective enquiry into the charges which are not admitted. The enquiry shall be conducted in the presence of the delinquent employee who should have been given due notice thereof.
  
- e) The disciplinary authority may nominate any person to present the case in support of the charges before the enquiry officer.
  
- f) The employee concerned shall be entitled to be represented by a co-employee or a member of the employees union or an employee in any other society in the proceeding before the enquiry officer.
  
- g) The employee concerned shall, ordinarily not be permitted to engage a legal practitioner, for the purpose of representation unless the enquiry officer, for special reasons to be recorded in writing and in consideration of the circumstances of the case, orders otherwise.
  
- h) The enquiry officer shall, in the course of enquiry summon such documentary evidence including records of the society and take such oral evidence in the presence of the employee as may be relevant or material to the charges.

## Service conditions of employees

- i) At the enquiry, the documents relied upon in the charge memo should be made available to the delinquent for perusal. The delinquents may also be permitted to peruse any other record of the society that are relevant to the charges, if he/she so desires. If for any reason such records desired to be perused are considered to be irrelevant to the charges, the enquiry officer shall record so in his findings.
- j) The witnesses whose versions form the basis of the charges should be examined providing opportunity to the delinquent to cross examine such witnesses. Thereon, the witnesses produced by the delinquent, if any, should be examined with due relevance to the charges. The delinquent may also be permitted to file his written statement.
- k) The enquiry officer may, if he considers that the evidence of any witness is not material to the subject matter of enquiry, refuse to examine such witness, recording the grounds for the refusal.
- l) As far as possible, only original shall be admitted in evidence. But in exceptional cases, the enquiry officer may admit secondary evidence in lieu of original documents when it is authenticated and reliable.
- m) The enquiry officer shall record the representation of the employee.
- n) In conducting the enquiry, the enquiry officer shall function as a quasi-judicial authority and shall observe the principles of natural justice.
- o) The enquiry officer shall summarise the proceedings analyse the evidence put forth before him, examine the written statement of the delinquent carefully and give his findings on the charges framed (charge by charge).
- p) At the conclusion of the enquiry, the enquiry officer shall prepare an enquiry report regarding his finding of “guilty” or “not guilty”, as the case may be, on each of the charges together with reasons thereof. It is not for the enquiry officer to recommend the quantum of punishment.

## Service conditions of employees

- q) The records of the enquiry shall include:
- i. The charges framed against the employee and the statement of allegations communicated to him under sub clause(a);
  - ii. The written representation, if any;
  - iii. The oral evidences taken during the course enquiry;
  - iv. The documentary evidences considered in the course of enquiry;
  - v. The orders, if any, made by the enquiry officer; and
  - vi. A report setting out the findings on each charges and reasons therefor.
- r) The enquiry officer shall at the conclusion of enquiry, send his report referred in sub-clause (p) with other records of enquiry, to the disciplinary authority.
- s) The disciplinary authority, may, for reasons to be recorded in writing remit the case to the enquiry officer for further enquiry and report. The enquiry officer shall thereupon proceed to hold further enquiry according to the provisions of the regulations as far as may be.
- t) The disciplinary authority may also order for a de novo enquiry when he is not satisfied with the findings of the enquiry officer.
- u) On receipt of the findings report of the enquiry officer, the disciplinary authority shall forward a copy of the findings report to the delinquent employee together with his reasons for disagreement, if any, on any article of charges and direct the delinquent to file his further explanation within a reasonable time to be specified.
- v) The further explanation, if received in time, shall be examined in detail with reference to every point raised therein and after perusing the entire records including the record of enquiry the analysis of evidence and the findings of the enquiry officer.



## Service conditions of employees

w) The authority competent to impose the penalty shall decide whether each and every charge could be held proved or otherwise.

x) After taking such a decision, the disciplinary authority shall examine the gravity of the charges held as proved and decide on the quantum of punishment commensurate with the gravity of charges to meet the ends of justice.

y) The order shall conclude indicating the time allowed for appeal to the appellate authority as specified in clause 52.

z) If the disciplinary authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in clause 45(e) to (k) should be imposed on the employee, it shall make an order imposing such penalty:

aa) It is not necessary that following the procedure to impose a major punishment should end in inflicting a major punishment. Ends of justice may even be met with by awarding minor punishments in deserving cases depending upon the gravity of the proved charges.

ab) If the disciplinary authority is satisfied on consideration of the findings of the enquiry officer and records of the enquiry, that the case against the employee concerned on any of the charges has not been established, it shall by order in writing, after recording its reasons, absolve the employee from the charges and discharge him.

ac) A copy of the final order passed by the disciplinary authority in an enquiry shall be communicated to the employee concerned.

ad) Procedure to award major penalties: In cases where delinquent was kept under suspension and ultimately removed, dismissed or compulsorily retired from service, the disciplinary authority shall issue an order separately, as to how the period of suspension shall be treated:

i. if it is to be treated as leave and regularize the suspension period as leave and debit the number of days to the leave account;

- ii. if the gravity of the offence committed warrants any severe punishment, the period of suspension may be declared to be treated as DIES-NOM, which constitutes break in service and makes him ineligible for any terminal benefits for that particular period.
- ae) The punishment could even be mere treating the period spent on suspension or a part thereof as a major penalty treating the remaining period as duty.
- af) If on the other hand, the disciplinary authority chooses to inflict any other penalty (i.e other than removal, dismissal, compulsory retirement or period of suspension as substantial punishment) or totally exonerate the delinquent the period spent on suspension shall be treated as duty.

#### **49. SUSPENSION**

1. The appointing authority may place an employee under suspension:

- a) Where a disciplinary proceeding against him is contemplated or is pending for a charge of misconduct enumerated in these regulations and attendance of such employee on duty during the period of investigation into such charges is likely to vitiate the proceeding; or
- b) Where in the opinion of the appointing authority, he has engaged himself in activities prejudicial to the interest of the society; or
- c) Where a case against him in respect of any criminal offence is under investigation, enquiry or trial and if so, such suspension is necessary in the public interest:

Provided that the order of suspension shall not take retrospective effect.

- d) An employee shall be deemed to have been placed under suspension by an order of the appointing authority:-
  - i. with effect from the date of his detention, if he is detained in custody, whether on a criminal charge or otherwise, for a period exceeding forty eight hours;
  - ii. with effect from the date of his conviction, if, in the event of a conviction for an offence, he is sentenced to a term of imprisonment

exceeding forty eight hours and is not forthwith dismissed or removed or compulsorily retired consequent to such conviction.

Explanation: The period of forty eight hours referred to above shall be

computed from the commencement of the imprisonment after the conviction and for this purpose, intermittent periods of imprisonment, if any, shall be taken into account.

- e) The authority competent to suspend an employee shall sanction to the employee suspended, a subsistence allowance.
- f) The period of suspension already undergone may also be awarded as a penalty to an employee to the extent considered necessary by the authority imposing the penalty.
- g) An order of suspension made or deemed to have been made under this regulation shall continue to remain in force until it is modified or revoked by the authority competent to do so.
- h) An employee who has been suspended shall not be entitled to absent himself from his original place of residence during the period of suspension except with the prior permission of the disciplinary authority.

2. An employee under suspension on a charge of misconduct, or for any other reason, is likely to be dismissed from service on the conclusion of disciplinary proceedings, or where any recovery is to be made from him towards the pecuniary loss caused out of breach of duty or gross negligence or otherwise, he shall be allowed to retire provisionally and the terminal benefits, such as gratuity, encashment of earned leave, etc., shall not be paid to him until the final order is passed at the conclusion of the disciplinary proceedings. In such a case, it shall be competent for the disciplinary authority to continue the disciplinary proceedings against such an employee.

**3. Review of suspension:**

a) An order of suspension made in sub-clause (1) of clause 49, shall be reviewed by the competent authority to modify or revoke the suspension before expiry of 90 days from the date of order of suspension and pass orders either extending or revoking the suspension. Subsequent reviews shall be made

before expiry of the extended period of suspension. Extension of suspension shall not be for a period exceeding 180 days at a time.

b). An order of suspension made shall not be valid after a period of 90 days unless it is extended after review for a further period before the expiry of 90 days.

## **50. SUBSISTENCE ALLOWANCE**

An employee under suspension is entitled to subsistence allowance from the date and during the period of suspension at the rate of:-

- a) Fifty percent of his pay for the first ninety days from the date of suspension; and
- b) Seventy five percent of his pay for the remaining period of suspension, if the period of suspension has been prolonged for reasons not directly attributable to the conduct of such employee:

Provided that the claim for subsistence allowance should be supported by a certificate by the employee concerned to the effect that he was not engaged in any employment, business, profession or vocation, during the period to which the claim relates.

Explanation: For the purpose of this sub-clause the term “pay” means the basic pay plus dearness and house rent allowances, at the rate at which it was drawn by such employee on the date of suspension.

- c) No payment of any kind, other than the authorized subsistence allowance, is to be made to an employee during the period of suspension.

## **51. REINSTATEMENT**

a) The competent authority may reinstate the employee and while passing such order he shall specifically make order regarding the pay and allowances to be paid for the period of suspension and whether or not the said period shall be treated as period spent on duty.

b) Where the employee is fully exonerated of the charges or his suspension was wholly unjustified, he shall be given full pay and allowances to which he

would have been entitled, if he had not been suspended after deducting the subsistence allowance paid for the period of suspension:

Provided that in any case falling under this sub-clause, the period of suspension will be treated as period spent on duty.

c) Where the employee is not fully exonerated of the charges, he shall be given such portion of pay and allowances, as the disciplinary authority may decide:

Provided that in any case falling under this sub-clause, the period may be treated as on duty or on leave. But it will not be so treated unless the disciplinary authority directs accordingly.

d) When an order of dismissal or removal is passed, the employee shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period and subsistence allowance already paid to him shall not be recovered.

## **52. APPEAL**

a) An employee shall be entitled to appeal against every order imposing penalty on him to the committee of management.

b) The appeal shall be addressed to the President of the society.

c) Every appeal shall comply with the following conditions:

i. the appeal memorandum shall contain all material statements and arguments relied on and shall be complete in itself,

ii. the appeal shall specify the relief desired,

iii. the appeal shall be submitted to the appellate authority in duplicate and shall be accompanied by an attested copy of the impugned order,

iv. it shall be couched in polite and respectful language.

d) The appellate authority shall ordinarily decide the appeal within sixty days from the date of submission of the appeal memorandum. No appeal shall be entertained, if it is not preferred within a period of sixty days from the date of communication of order imposing the penalty:

Provided that the appellate authority may entertain the appeal after the expiry of the said period, if he is satisfied that the appellant had good and sufficient reason for not preferring the appeal in time.

## Service conditions of employees

- e) On receipt of the appeal, the President shall call for the views of the Chief Executive or the sub-committee, as the case may be, who or which shall furnish his or its views on the appeal memorandum within 15 days.
- f) On receipt of the views from the Chief Executive or the sub-committee, as the case may be, the President shall call for a meeting of the committee within 15 days in which the Chief Executive or the members of the sub-committee, as the case may be, shall be entitled to participate.
- g) In the said meeting, the Chief Executive or the members of the sub-committee, as the case may be, shall not be entitled to vote.
- h) The appeal shall be decided on merits and the views of the majority shall prevail.

2. If the order imposing a penalty upon an employee is made by the Chief Executive who is also the Special Officer appointed under section 83 of the Act or the Administrator under section 33 of the Act, no appeal shall lie to the Special Officer or the Administrator of the society.

## **CHAPETR X**

### **TERMINATION OF SERVICE**

#### **53. RESIGNATION**

- a) If an employee intends to resign his post, he shall give at least one month's notice, in writing, addressed to the Chief Executive of the society. However, the resignation shall come into effect from the date of its approval by the appointing authority.
- b) If an employee on tendering resignation intends to leave the service earlier than one month period specified above, then he shall pay to the society an amount equal to his pay and allowances for the period by which his notice falls short of, and such amount is liable to be deducted from the amounts payable to the employee, provided he is so permitted by the Chief Executive.
- c) The Chief Executive shall be the competent authority to accept the resignation.

#### **54. SUPERANNUATION AND RETIREMENT**

- a) Every employee shall retire from service on attaining the age as specified in clause 13 of the regulation.
- b) The retirement shall take effect on the afternoon of the last day of the month in which the superannuation falls.

#### **55. COMPULSORY RETIREMENT**

Notwithstanding anything contained in these regulations, the sub-committee constituted under sub-clause (6) of clause 46 of these regulations is competent to compulsorily retire such of those employees, who have completed either twenty five years of service in the society or attained the age of fifty whichever is earlier, by giving them a notice of not less than three months in writing, or paying them an amount equal to the pay and allowances for the period by which the notice falls short of, if they are found to have outlived their utility or are of doubtful integrity.

## Service conditions of employees

2. An employee is entitled to appeal against the compulsory retirement in accordance with the provisions laid down under clause 52.

### **56. RETRENCHMENT**

a) The society may, after duly observing the procedure prescribed for this purpose under the Industrial Disputes Act, 1947, retrench any of its employees, if the post held by him is rendered surplus.

b) The retrenched employee shall be entitled to such compensation as may be permissible under the Industrial Disputes Act, 1947.

c) The principle of such retrenchment shall be last come first go, which means that junior most employee of the cadre shall be retrenched first.



## CHAPTER XI

### PRIVILEGES, CONCESSIONS AND MONETARY BENEFITS OF EMPLOYEES

#### 57. ENCASHMENT OF EARNED LEAVE

a) Every employee of the society, who has put in at least twelve months continuous service in the society, is eligible to surrender and encash the earned leave to his credit, once in a calendar year, subject to a maximum of thirty days at a time and on such surrender the society shall pay to him the pay equivalent to the earned leave surrendered:

Provided that it should be ensured that the employee shall have a minimum of fifteen days of earned leave at his credit after such surrender:

Provided further that at the commencement of the scheme, the employees will be eligible to encash fifty percent of the earned leave to their credit, only once.

Explanation I: For the purpose of this sub clause the term pay means the basic pay plus dearness allowance.

Explanation II: The last pay drawn by the employee concerned shall be taken into account for calculating the pay equivalent to the earned leave surrendered.

b) The earned leave account of the employee shall be debited with the period of leave encashed and attested by the Chief Executive of the society.

c) Necessary entries regarding the encashment of earned leave shall be recorded in the service register of the employee concerned.

d) The authority competent to sanction the encashment of earned leave shall be the Chief Executive of the society.

e) The competent authority shall permit the employee to encash the earned leave at his credit on the date of superannuation / resignation, subject to a maximum of three hundred days.

f) The legal heir(s) of an employee who dies in service, shall be eligible for the encashment of earned leave left over at the credit of the employee on the date of his death.

## **58. GRATUITY**

Every employee, who has put in five years of continuous service in the society, shall be entitled for gratuity, subject to the rules framed by the society for the purpose, as approved by the Registrar for implementation.

## **59. BONUS**

Every employee who is covered under the Payment of Bonus Act, 1965 shall be eligible for bonus as per the above said Act.

## CHAPTER XII

### MISCELLANEOUS

#### 60. GRANT OF VARIOUS ADVANCES

The Chief Executive shall have power to sanction various advances, such as festival advance, conveyance advance, etc., to the employee, subject to the norms and ceilings specified in the subsidiary regulations framed for the purpose with the approval of the Registrar.

#### 61. NOMINATION:

- a). Every employee may nominate any person or persons to succeed him in the event of his death, to his interest in the society.
  - b). The nomination shall be given effect provided:
    - i. The nomination was in writing, signed by the employee making it and attested by two witnesses, and
    - ii. The nomination has been registered in the books of the society, kept for this purpose.
  - c). Nomination may be revoked at any time by an employee and a fresh nomination be made by him.
- Subject to the said conditions, the society may pay all moneys due to the deceased employee from the society to such nominee or heir or legal representative, as the case may be.
- d). All transfers and payments made by the society, in accordance with these regulations, shall be valid and effectual against any demand made upon the society by any other person.

#### 62. WORKING HOURS

- a). The working hours of the society shall be eight hours a day and six days in a week excluding recess for lunch.
- b). The Chief Executive shall have the power to fix, alter or re-fix the working hours of the society in respect of any individual employee or class or group of employees on administrative grounds for such period as may become necessary.

Service conditions of employees

Provided that such fixation, alteration or re-fixation does not enhance the total period of working hours.

### **63. HOLIDAYS**

The employees shall be allowed to avail one day holiday every week, besides national holidays, festival holidays, as may be decided by the committee of management from time to time.

### **64. INTERPRETATION**

Should any doubt or dispute arise in the construction or meaning of any of these regulations, the committee shall refer the matter to the Registrar, whose opinion shall be final and binding.

### **65. POWER TO AMEND**

Notwithstanding anything contained in these regulations, it shall be competent for the committee to modify, relax, alter or amend any of these regulations, with the prior approval of the Registrar.

## Service conditions of employees

Service conditions of employees

**NAME OF THE SOCIETY:**

**SCHEDULE "A" TO CLAUSE 4 (a) OF THE SUBSIDIARY  
REGULATIONS GOVERNING THE SERVICE CONDITIONS OF EMPLOYEES**

<b>Sl. No.</b>	<b>Name of the Post</b>	<b>Method of Recruitment</b>	<b>Qualification and Experience</b>	
			<b>Direct Recruitment</b>	<b>Promotion</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>

**FORM I  
PART -A**

**STATEMENT OF IMMOVABLE PROPERTY HELD BY AN EMPLOYEE OR A CO-OPERATIVE SOCIETY AS ON -----  
(e.g. Land, house, shops, other buildings etc.)**

Name of the Society:

Name and designation of the employee

Serial Number	Description of property	Precise location (Name of District Division, Taluk, and Village in which property is situated and also its distinctive number, etc.)	Area of land (in case of land and building)	Nature of land (in case of landed property)	Extent of interest	If not in own name state in whose name held and his/her relationship, if any to the employee	Date of acquisition	How acquired (Whether purchase, mortgage, lease, inheritance, gift or other-wise) and name with details of person/persons (Address and connection of the employee if any with the person/persons concerned). (Please see note 1 below)	Value of the property (See Note 2 below)	Particulars of sanction of the Chief Executive or the President as the case may be of the society	Total annual income from the property	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	Rs. (10)	(11)	Rs. (12)	(13)

Date:

Signature.

## Service conditions of employees

Note: For the purpose of column (9) the term 'lease' would mean a lease of immovable property from year to year or for any term exceeding one year or reserving a yearly rent. Where however, the lease of immovable property is obtained from a person having official dealings with the employee such a lease should be shown in this column irrespective of the term of the lease, whether it is short term or long term and the periodicity of the payment of rent.

(2) In column (10) should be shown:-

- (a) Where the property has been acquired by purchase, mortgage or lease, the price or premium paid for such acquisition.
- (b) Where it has been acquired by lease, the total annual rent thereof also; and
- (c) Where the acquisition is by inheritance, gift or exchange, the approximate value of the property so acquired.



**PART B**

**STATEMENT OF LIQUID ASSETS HELD BY AN EMPLOYEE OF A CO-OPERATIVE SOCIETY AS ON .....**

- (1) Cash and bank balance exceeding three months emoluments.
- (2) Deposits, loans advanced and investments (such as shares, securities, debentures etc.).

Name and designation of the employee:

Sl. No.	Description	Name and address of company, bank etc.	Amount if not in own name, names and address of person in whose name held and his/her relationship with the employees	Annual income derived	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Date:

Signature.

- Note: (1) In column (7) particulars regarding sanctions obtained or report made in respect of the various transactions may be given  
 (2) The term “emoluments” means, the pay and allowances received by the employee

**PART C**

**STATEMENT OF MOVABLE PROPERTY HELD BY AN EMPLOYEE OF A CO-OPERATIVE SOCIETY AS ON .....**

Name of the society:

Name and designation of the employee:

Sl. No.	Description of items	Price or value at the time acquisition and or the total payment made up to the date of return, as the case may be in case of articles purchased on hire purchase or instalment basis	If not, in own names, names and address of the person in whose name and his/her relationship with the employee	How acquired with approximate date of acquisition	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Date:

Signature.

Note: (1) In this form information may be given regarding items like (a) jewelry owned by him (total value); (b) silver and other precious metals and precious stones owned by him not forming part of jewelry (total value); (c) (i) Motor cars, (ii) Scooters/Motor cycles (iii) Refrigerators/Air-conditioners, (iv) Radios/Radiograms/Television sets and any other articles, the value of which individually exceeds Rs. 1,000; (d) value of items of movable property individually worth less than Rs. 1,000 other than articles of daily use such as clothes, utensils, books, crockery etc., added together as lump sum.

Note: (2) In column (5) may be indicated whether the property was acquired by purchase, inheritance, gift or otherwise

Note (3) In column (6) particulars regarding sanction obtained or report made in respect of various transactions may be given.

## PART D

### STATEMENT OF PROVIDENT FUND AND LIFE INSURANCE POLICY HELD BY AN EMPLOYEE OF A CO-OPERATIVE SOCIETY AS ON .....

Name of the Society:

Name and Designation of the employee:

#### *Insurance Policies*

Sl. No.	Policy number and date of policy	Name of Insurance company	Sum insured Date of maturity	Amount of annual Premium Rs.                  P.	Account number
(1)	(2)	(3)	(4)	(5)	(6)

#### *Employees' Provident Funds*

Closing balance as last reported by the Commissioner of Provident Fund or the society as the case may be along with date of such balance	Contributions made subsequently Rs.	Total Rs.	Remarks (if there is dispute regarding closing balance the figure according to the employees should be mentioned in the column)
(7)	(8)	(9)	(10)

Service conditions of employees

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Date:

Signature.

**PART E**

**STATEMENT OF DEBTS AND OTHER LIABILITIES OF EMPLOYEE OF A CO-OPERATIVE SOCIETY AS ON .....**

Name of the society:

Name and Designation of the employee:

Sl. No.	Amount Rs. P.	Name and address of creditor	Date of incurring liability	Details of transactions	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Date:

Signature:

Note: (1) Individual items of loans not exceeding three months emoluments or Rs. 1,000 whichever is less, need not be included.

(2) In column (5), the information regarding permission, if any, obtained from or report made to the Chief Executive or the President, as the case may also be given

(3) The term "emoluments" means pay and allowances received by the employee

(4) The statement should also include various loans and advances available to employee like advance for purchase of conveyance, house building advance etc., from the provident fund and loans on Life Insurance Policies, fixed deposits.

**FORM NO. 2**

**REGISTER OF IMMOVABLE PROPERTY AND INTEREST IN THE IMMOVABLE PROPERTY HELD BY EMPLOYEES OF .....SOCIETY**

Name of the employee	Date of entry in the service of the society	Designation of the employee	District and Division in which property situated	Particulars regarding property				When acquired/inherited etc.	By what means and for what purpose acquired	Nature of interest possessed by the officer concerned in such property	Remarks
				Nature of property	Extent Acres	Assessment Rs.	In whose name registered				
				(a)	(b)	(c)	(d)				
(1)	(2)	(3)	(4)	(5)		(6)		(7)	(8)	(9)	

Date:

Signature