

# **The U.P. Cane Co-Operative Service Regulations, 1975**

UTTAR PRADESH

India

## **The U.P. Cane Co-Operative Service Regulations, 1975**

### **Rule**

### **THE-U-P-CANE-CO-OPERATIVE-SERVICE-REGULATIONS-1975 of 1975**

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## **Chapter I Preliminary**

### **1. Short title, extent and commencement.**

(a)These regulations shall be called the Uttar Pradesh Cane Co-operative Service Regulations, 1975, and shall apply to all the employees of Co-operative Cane Development Unions in Uttar Pradesh and those of the U.P. Co-operative Cane Unions' Federation Ltd., Lucknow subject to the Provisions of sub-regulation (c) below.(b)These regulations shall come into force from the date of their publication in Uttar Pradesh Gazette and shall supersede the existing service regulations.(c)An employee who is in service of the Union or the Federation, as the case may be, on the date these regulations came in to force may opt for the old pay scale and other allowances including dearness allowance, if he so chooses. Such option shall be exercisable within ninety days from the date of commencement of the regulations. The option once exercised shall be final and shall not be changeable. If no option is exercised by an employee within the specified period, the employee will be deemed to have opted for the pay scales and other allowances admissible under these regulations. In all other matters these regulations shall prevail.(d)The option exercised under sub-regulation

above shall be effective only till the incumbent remains on the post for which he exercised the option.

## **2. Definitions.**

- In these regulations, unless there is anything repugnant in the subject or context:(a)"Act" means the U.P. Co-operative Societies Act, 1965 (U.P. Act No. XI of 1966) as amended from time to time.(b)"Rules" means the U.P. Co-operative Societies Rules, 1968, as amended from time to time.(c)"Registrar" means Registrar, Cane Co-operative Societies, U.P.(d)"Cane Union" or "Union" means and includes a Co-operative Society registered under the U.P. Co-operative Societies Act, 1965 or any other law for the time being in force in U.P. relating to co-operative societies, the primary object of which is to arrange for the development and marketing of sugarcane grown by its members.(e)"Cane Unions' Federation" or Federation" means the U.P. Co-operative Cane Unions' Federation Ltd., Lucknow.(f)"Committee of management" with its equivalent in Hindi as "Prabandh Samiti" means the committee constituted in accordance with U.P. Cooperative Societies Act, 1965, rules framed thereunder and the bye-laws of the Cane Union or the Federation, as the case may be.(g)"Month" means calender month;(h)"Chairman" with its equivalent in Hindi as "Sabhapati" means the Chairman of a Cane Union or the Federation, as the case may be, elected or nominated according to the provisions of the Act, Rules and the Bye laws;(i)"Bye laws" means registered bye-laws of the Cane Union or the Federation, as the case may be;(j)"Secretary" with its equivalent in Hindi as "Sachiv" means the person appointed as such in a Cane Union or the Federation, as the case may be, in accordance with the provisions of the Act, Rules and the Bye-laws;(k)"Year" means the Co-operative year commencing from the first day of July and ending on the 30th June next following;(l)"Member of service" means and includes an employee of a Cane Union or the Federation, as the case may be;(m)"Service" means Cane Co-operative Service;(n)"Crushing season" means the period as defined in U.P. Sugarcane (Regulation of Supply and Purchase) Act, 1953 (U.P. Act No. XXIV of 1953);(o)"Cane Commissioner" means an officer appointed as such by the State Government under Section 9 of the U.P. Sugarcane (Regulation of Supply and Purchases) Act, 1953 (U.P. Act No. XXIV of 1953).Definitions regarding pay, post, subsistence grant and time scale as given under rule 92 (1), (22), (23) (24), (25), (27), (28), (30) and (31) in the F.H.B., Vol. II (Parts II to IV) shall also apply.

## **Chapter II**

### **Classification of services, pay scales and allowances**

#### **3. Classification of services.**

- Member of the service shall be classified as under:(a)Supervisory staff such as Secretary and Assistant Secretary, Accounts Officer, Fertilizer Officer, Recovery Officer.(b)Field Staff such as Fertilizer Inspector, Supervisor, and Ganna Gram Sewak.(c)Training Officer and Inspectors.(d)Technical staff such as Engineer, Overseer, Road Supervisor, Tubewell operator, Mechanics, Valid, Hakim, Compounders and Motor Driver and Mechanics.(e)Ministerial staff such as Office Superintendent, Accountant, Section Incharge and Assistant, Accountant, Senior Assistant,

Junior Assistant, Cashier, Clerk, Typist and Steno Typist.(f)Fourth class staff such as Peon, Orderly Peon, Mali, Chaukidar, Armed Guard, Daftri, Basta Bardar and Manure Mate.(g)Seasonal staff such as station or yard Incharge, seasonal clerk, Payment Clerk, Parchi distributor or Cyclist and Jamadar.

#### 4. Pay Scales.

- The Pay scales of the staff mentioned in Regulation No.3 above shall be as under:-(A)For the Staff of Federation:

1	Secretary	Rs. 750-50-950-E. B.-5-1,200-E. B. 50-1,500
2	Joint Secretary	Rs. 300-25-400-E. B.-30-550-E. B.-30-700-E. B.-50-900.
3	Training Officer	Rs. 250-25-400-E. B.-30-550-E. B.-30-700-E. B.-50-900.
4	Accounts Officer	Rs. 550-30-700-E. B.-40-900-E. B.-50-1,200.
5	Engineer	Rs. 300-25-00-E. B.-30-550-E. B.-30-700-E. B.-50-900.
6	Fertilizer Officer	Ditto.
7	Recovery Officer	Ditto.
8	Asst. Fertilizer Officer	Rs. 350-15-500-E. B.-2-600-E. B.-25-700.
9	Instructors	Rs. 200-15-275-E. B.-15-350-E. B.-20-450.
10	Fertilizer Inspector	Rs. 280 8 320 E. B. 9-4-10 E. B. 10-450.
11	Office Superintendent	Rs. 200-10-250-E. B.-15-325-E. B.-20-425.
12	Accountant	Rs. 300 8 340-E. B. 10-440-E. B. 12 500.
13	Section Incharge and Asstt. Accountant	Rs. 280-8-320-E. B.- 9-410- E. B.-10- 450.
14	Senior Asstt.	Rs. 250-7-285-E. B.-9-375-E. B.-10-425.
15	Junior Noter and Drafter	Rs. 230-6-290-E. B.-8-330-E. B.-10-380.
16	Clerk and Typist	Rs. 200-5-250-E. B.-6-280-E. B.-8-320.
17	Cashier	Rs. 250-7-285-E. B.-9-375-E. B.-10-425.
18	Steno Typist	Rs. 120-6-150-E. B.-8-190-E. B.-10-250.
19	Librarian	Rs. 120-6-150-E. B.-8-190-E. B.-10-220.
20	Journalist	Rs. 250-25-400-E. B.-30-700-E. B.-50-750.
21	Driver (Heavy vehicle)	Rs. 185-3-205-E. B.-4-235-E. B.-6-265.
21A.	Driver	Rs. 175-3-205-E. B.-4-225-E. B.-5-250.
22	Armed Guard	Rs. 170-2-190-E. B.-3-205-E. B.-4-225.
23	Daftari and Basta	Rs. 170-2-190-E. B.-3-205-E. B.-4-225.

24	Peon, Chaukidar, Orderly Peon, Mali and Guest HouseAttendant.	Rs. 165-2-185-E. B.-3-215.
(B)For Cane Union Staff:(A)Regular Staff-		
1	Special Secretary	Rs. 350-15-500-E. B.-20-600-E. B.-25-700.
2	Secretary	Rs. 280-8-320-E. B.-9-410-E. B.-10-450.
3	Asstt. Secretary	Rs. 250-7-285-E. B.-9-375-E. B.-10-425.
4	Accountant	Rs. 240-7-275-E.B. - 9-320-E.B.-10-400
5	Cashier	Rs. 230-6-290-E. B.-8-330-E. B.-10-380.
6	Clerk and Typist	Rs. 200-5-250-E. B.-6-280-E. B.-8-320.
7	Armed Guard	Rs. 170-2-190-E. B.-3-205-E. B.-4-225.
8	Peon, Orderly peon and Manure Mate.	Rs. 165-2-185-E. B.-3-215.
9	Driver	Rs. 175-3-250-E. B.-4-225-E. B.-5-250.
10	Supervisor	Rs. 230-5-290-E. B.-8-330-E. B.-10-380.
11	(a) Ganna Gram Sewak	Rs. 175-3-205-E. B.-4-225-E. B.-6-250.
12	Hakim and Vaid	Rs. 120-5-150-E. B.-8-190-E. B.-10-250.
13	Overseer (Qualified)	Rs. 175-7-210-E. B.-8-250-E. B.-10-300.
14	Overseer (Unqualified)	Rs. 120-6-150-E. B.-3-190-E. B.-10-250.
15	Road Super., Tubewell Operator and Compounder	Rs. 65-1-80-E. B.-2-90.

(B)Seasonal Staff-

1	Yard Incharge	Rs. 165 fixed.
2	Seasonal Clerk	Rs. 165 fixed.
3	Payment Clerk	Rs. 165 fixed.
4	Parchi Distributors and Cyclist	Rs. 140 fixed,
5	Jamadar and Lineman.	Rs. 125 fixed.

## 5. Allowances.

- The staff of the Federation ad the Cane Union shall be entitled to get dearness allowance at the following rates which may be revised, modified or rescinded by the Cane Commissioner, U. P. as and when necessary:

Pay	Pay of D. A.
Up to Rs. 209	... Rs. 14.
Between Rs. 201 and Rs. 399	... Rs. 18.
Between Rs. 400 and Rs. 499	... Rs. 20.

Between Rs. 500 and Rs. 1,200 ... Rs. 24.

Above allowances are not allowed to the seasonal staff. The following rates of dearness allowance is admissible to seasonal and all other staff:

- (1) Up to Rs. 300 At the rate of 15 per cent p. m.
- (2) Rs. 301 to Rs. 900 At the rate of 11 per cent p.m. minimum of which shall be Rs.45 and maximum Rs. 100 p. m.
- (3) Rs. 901 to Rs. 926 The amount of dearness allowance shall be so adjusted that the total pay plus allowance shall not exceed Rs. 1,008.

## 6.

Fixed Travelling Allowance shall be admissible to the following staff at the rates noted against each for journeys performed in their circles:

Supervisors	... Rs. 15 p. m.
Ganna Gram Sewak	... Rs. 10 p. m.
Drivers	Rs. 11 p.m. but the oldest, one driver is allowed Rs. 20 p.m.as F.T.A.

Purchi distributors or cyclist (seasonal)	Rs. 5. p.m.
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Note.-F.T.A. of supervisors and Ganna Gram Sewak will be subject to revision from time to time according to revision made by Government in case of similar staff.

## 7.

Each member of service of the Cane Union Federation and the cane unions staff shall be entitled to get house allowance at the following rate provided he has not been allowed any housing accommodation by the Cane Union Federation or the cane unions, as the case may be: In Kaval Towns ... 7½ per cent. In towns having a population of more than five lakhs and less than

one lakh ... 5 per cent

In other towns No rent will be paid.

## 8.

All the members of staff of the Federation and the Cane Union shall get a city compensatory allowance at the rates prescribed by the State Government for various categories of their staff.

## 9.

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## **10.**

Subject to proviso (C) to regulation No. 1, allowances other than those mentioned in these regulations, if any, being paid before the commencement of these regulations shall cease to be paid from the date of coming into force of these regulations: Provided that where a separate typist is not maintenance for want of sufficient type work and the work is entrusted to any other clerk in addition to his own allotment, an allowance of Rs. 10 p.m. may be paid with the approval of the Committee of Management.

## **11.**

It shall not be open to any authority to grant any allowance, other than those mentioned in these regulations, to any employee unless an amendment is properly made in these regulations by the authority competent for the purpose.

## **12.**

The Cane Commissioner, U.P. shall be competent to revise, modify or rescind any or all the allowances, mentioned under this sub-head or to add a new allowance and whenever he considers necessary to so, by an order issued under his signatures. The order shall come into operation from the date of publication in the Uttar Pradesh Gazette.

## **Chapter III**

### **Strength of staff, their qualifications and recruitment**

#### **13. Strength of Staff.**

- Strength of different categories of staff will be determined by the Committee of Management of the Cane Unions concerned with the prior approval of the Federation, and in case of the Federation with the prior approval of the Cane Commissioner. In determining the strength, the Committee of Management will keep in view the workload and the financial condition of the institution concerned as well as the following limitations in case of Cane Unions: (a) Secretaries may be provided in the Cane Unions supplying more than 15 lac quintals of cane based on an average of preceding five years. (b) Assistant Secretaries may be provided in the Cane Unions supplying more than 10 lac quintals cane based on an average of preceding 5 years.

#### **14. Qualifications.**

- Educational and other qualifications of the staff shall be as provided in Schedule I attached to these regulations.

## **15. Recruitment.**

- Recruitment to various posts (other than seasonal posts in the Cane Unions) shall be made through direct selection from amongst the qualified persons or by preferment from the lower rank or both as laid down in Schedule I attached to these regulations.

## **16.**

In case where recruitment to any post has been provided through both the sources i.e., through direct selection or by preferment from the lower rank, the ratio fixed in Schedule I for each source shall be followed. Such ratio shall be worked out on the total number of posts of rank or gate and shall be maintained throughout.

## **17.**

In case of recruitment through direct selection the recruitment and appointments authorities mentioned under regulation No. 35 of Chapter V of these regulations shall advertise the post in local newspapers and also by circulating a notice to the Cane Unions and invite applications on-the form prescribed for the purpose by the Cane Commissioner, U.P.

## **18.**

Recruitment in case of direct selection shall ordinarily be made by holding written examination and a personally lest whereas in case of selection by preferment from persons in the lower rank no such examination would be necessary.

## **19.**

In case of recruitment by direct selection as mentioned in regulation 17 above an examination in the following subjects shall be held:

**1. Hindi and English Essay.**

**2. General knowledge and Correspondence.**

**3. Typing with a speed of 30 words per minute (for Ministerial staff only).**

**4. Steno Typing with a speed of 80 words at least (for Steno-typist only).**

## **5. Accountants and Book-keeping (for Assistant Secretaries and Accountants).**

The standard of setting papers in the first two subjects shall be in accordance with the qualifications laid down for each type of post.

### **20.**

In case of recruitment by preferment from the lower rank the criterion in the selection shall be the seniority in the owner rank subject to the rejection of unfit. No application shall be necessary in this case nor the incumbent shall be required to pay any fee. Employees as many as double the number of vacancies shall be called for interviews in the serial order from the gradation list of the eligible lower rank.

## **Chapter IV**

### **Categorisation, recruitment, disciplinary proceedings and appeals, etc. of seasonal staff**

#### **21. Categorisation.**

- At the end of each crushing season the Secretary of the Cane Union shall classify the entire seasonal staff into 'A' and 'B' categories on the basis of their work and worth during the season. Such persons of unquestionable integrity and who have discharged the or duties efficiently during the crushing season shall be placed in 'A' category and the rest in category 'B'. When seasonal employee is placed in a category 'B' he will be informed of the same together with the grounds for his categorisation and an opportunity shall be given to him to explain the charges and deficiencies against him. These proceedings shall be of summary nature and shall be conducted by the Secretary of the Union concerned.

### **22.**

The Secretary shall put that category-wise lists of the seasonal staff before the Committee of Management of the union for approval. In case of the list of the category 'B' staff he shall also put up the charges, explanation of the employees concerned and his findings thereon for consideration of the Committee of Management. If in any case the committee disagrees with the findings of the Secretary it may in that case alter the category from 'B' to 'A'. Thereafter the original lists including the alteration if any, ordered by the Committee of management shall be declared final and posted on the notice board of the union duly signed by the Chairman of the meeting and the Secretary.



## **23. Recruitment.**

- Recruitment for the posts, if any, remaining vacant after earmarking the posts for the staff placed in category 'A' out of the strength fixed by the Committee of Management, shall be notified on the notice board of the Cane Union and other prominent places or offices in the district concerned and applications on the prescribed form shall be invited for the purpose.

## **24.**

The qualifications etc. shall be those laid down for different categories of seasonal staff in Schedule I.

## **25.**

The candidates shall be required to take an examination in Hindi and Aridimetic (each paper containing 50 marks). Those candidates who obtain pass marks in the written examination shall also be required to appear in an interview for personality test. The interview shall carry 50 marks. Marks of written test and interview will be added and a list of selected candidates in order of merit will be drawn and certified by the Secretary and Chairman of the Union of the person presiding, as the case may be. A copy of list will be displayed on the notice board and another copy sent to the District Cane Committee concerned for record. All appointments during the season shall be made from the said list in seriotum.

## **26.**

The staff placed in category 'B' shall be automatically re-employed in the next seasonal unless the strength of the seasonal staff has been reduced in any particular year too such an extent that it may not be possible too re-employ all such staff.

## **27. Disciplinary proceedings.**

- In the event of a complaint against any member of the seasonal staff the Secretary of the Union shall make a preliminary enquiry and if he is satisfied that a prima facie case is established against the person concerned, he shall intimate the same to him in me form of charge and call for his explanation to be submitted with a specified time. The Secretary of the Union shall examine the explanation, documents and connected records and submit his final report along with definite recommendations to the Committee of Management of the Union for passing final order in the case. In case the explanation is not received within the specified time, the Secretary shall submit his final report to the Committee of Management on the basis of material already on the file. These proceedings shall be of a summary nature and the Secretary should not take more than a month to complete the same. The Committee of Management should also arrange to dispose of the case within one month of the final report from the Secretary. In case of default on the part of Secretary of Cane Union or the Committee of Management in not completing the disciplinary proceeding against a

seasonal staff by the end of crushing season, the same shall be deemed to have been automatically dropped.

## **28.**

The procedure narrated in regulation No. 27 shall not apply where the person concerned has absconded or is continuously absent from duty for a week or where for other reasons it is impracticable to communicate with him. In such cases the Secretary shall submit his final report to the Committee of Management stating the reasons for not following the procedure laid down in regulation No. 27 together with his views and recommendation based on records available for passing final orders in the case.

## **29. Suspension.**

- If the nature of the case against any member of the seasonal staff is such as to warrant his suspension, the Secretary of the Union may after holding preliminary inquiries and being satisfied that a prima facie case is established against the seasonal employee concerned suspend him from service. The order of suspension is subject to the approval by the Committee of Management of the Union at its next meeting. In this case also procedure laid down in regulation No. 27 shall be followed after suspension, Care should be taken that suspension should be resorted to as a matter of routine but it should be ordered only when it is absolutely necessary in the circumstances of the case.

## **30. Subsistence allowances.**

- A seasonal employee on being suspended will get a subsistence allowance at the rate of one third of his pay and dearness allowance during the period of suspension (or till the date upto which he would have normally continued on his seasonal post whichever is earlier).

## **31. Appeals.**

- A seasonal employee aggrieved of the decision of the Committee of Management under regulation Nos. 22, 27, 28 may appeal to the authority specified in Schedule II within thirty days from the date of display of the category list of the notice board in case of regulation No. 22 or the date of order under regulation No. 27 or 28 as the case may be.

## **32. Leave to seasonal staff.**

- Seasonal staff shall not be entitled to any type of leave except casual leave upto 13 days during any one crushing season. Grant of leave shall be at the discretion of the Secretary of the Union and no employee could claim it as a matter of right. In special cases leave beyond 10 days may be allowed as leave without pay upto 30 days after which the services of the employee will automatically be deemed to have been terminated.

### 33. Resignation.

- A seasonal employee may resign his job after giving a week's notice in writing or refunding a week's salary in lieu thereof. He will be relieved only after handing over complete charge.

### 34. Termination of Services.

- The services of a seasonal employee may be terminated by recruiting or appointing authority on any time on a week's notice or with a week's salary in lieu thereof. This provision shall not apply in case of termination as a result of disciplinary proceedings or termination at the close of crushing season.

## Chapter V

## Recruiting and Appointing Authorities and their Constitutions

### 35. Recruiting and Appointing authorities.

- The following authorities shall be competent to recruit and appoint the staff indicated against each under these regulations:

1. Committee of Management of the Union concerned.	1.	Fourth class staff of the Union as defined in regulation No.3 (f).
	2.	All categories of seasonal staff as defined in regulation No.3 (g).
	3.	Driver of the vehicle owned by the Union.
	4.	Hakim or Vaid.
	5.	Road Supervisors, Tube-well Operators and Compounders.
2. Committee of Management of the Federation.	1.	Fourth class staff of the Federation as defined in regulation No. 3 (f)).
	2.	Drivers of the vehicles owned by the Federation.
	3.	Ministerial staff of the Federation as defined in regulation No. 3(e) with the approval of the Cane Commissioner.
	4.	Accountants and cashiers of the Cane Unions.
	5.	

All types of supervisory staff of the unions of the State and the Federation as defined in regulation No. 3(a) except where the services of a Govt. officer/official are either lent free of cost or on deputation with the approval of the Cane Commissioner.

All types of field staff of the unions of the State and the Federation as defined in regulation No. 3(b) except Ganna Gram Sewak.

6. Engineers and Overseers.
7. Training Officer and Instructors.
- 8.

3. District Committee within its respective jurisdiction.
- 1.

Ministerial staff of the union concerned except union accountants and cashiers as defined in regulation No. 3(e) with the approval of the Cane Commissioner.

### 36. Constitution of the Committees mentioned in regulation No. 35.

- Committee of management of the union or the Federation shall be the same as constituted under the bye laws of union concerned or the Federation, as the case may be, District Committees shall be constituted in the manner laid down below: (a) District Committee- (1) There shall be a district committee at the Head Quarter of each District Cane Officer consisting of at least three members. All the Chairmen of the Union of the area, the member of the Committee of management of the Federation under the jurisdiction of the District Cane Officer concerned and a cane grower to be nominated by the Cane Commissioner shall be members of the respective District Committee. In case the number of members of the Committee under the jurisdiction of a District Cane Officer is less than three, the remaining member or members, as the case may be, shall be nominated by the Cane Commissioner from amongst the members of the Committee of the Management of Union or Unions concerned. The committees will elect their own chairman and vice-chairman in the first meeting which shall be presided over by District Magistrate of the District concerned or his nominee. The cane grower nominated by the Cane Commissioner may be withdrawn by the nomination authority at any time and other person nominated. (2) The membership of the District Committee shall automatically cease when a member ceases to be the (1) Chairman of the committee of management or the committee of Federation of member of the committee of management of Cane Union, as the case may be. In case of the former his successor will fill the vacancy while in the latter case fresh nomination will be required. (3) The District Cane Officer shall be ex-officio Secretary of the District Committee. He shall convene the meetings of the District Committee as and when necessary. Ten days' notice (inclusive of the date of issue and the date of meeting) shall be required to call the meeting. Quorum will be at least 50% of the total number of member of the Committee. In case meeting is adjourned for want of quorum, the adjourned meeting may be held with a reduced quorum of one third, but fresh notice shall be necessary. (4) The Chairman and in his absence the

Vice Chairman will preside over all the meetings of the Committee and in absence of both the members present will elect a Chairman from amongst themselves to preside over the meeting in question.

**37.**

Notice of the meetings of the District Committee shall be sent by post under certificate of posting to the postal address of the member concerned and if even then notice of meeting is not received by any member, the proceedings of the meeting concerned shall not be invalid nor they could be questioned simply for non-receipt of the notice by any member.

**38.**

If there has been any defect or vacancy in the constitution of any District Committee either in the beginning or during their tenure and the same has not been removed, notwithstanding such defect or vacancy all acts done by these committee and their meetings shall be valid and it will be deemed that no such defect or vacancy existed.

**39. T.A. to the Members of the District Committees.**

- The members of the District Committees will get T.A. from the union of the Federation, as the case may be, to which they belong, for attending the meetings of the District Committee. Their T.A. shall be regulated by the provisions in Chapter XXVII of the U.P. Cooperative Societies Rules, 1963.

## **Chapter VI**

### **Appointment and promotions, probation, confirmation and compulsory retirement**

**40. Appointments and Promotions.**

- All appointments or promotions shall be made strictly in accordance with list and in the order prepared by the Recruiting and Appointing Authority concerned at the time of selection either by direct recruitment or by preferment from the lower rank as the case may be. Fifty percent of the seasonal staff shall be taken in regular employment of the cane unions provided they fulfil the prescribed qualification and are otherwise also found suitable for the post, provided further that each member of the seasonal staff must have put in five years or more continuous service.

**41.**

Separate select lists of direct candidates and those by preferment shall be prepared. List of direct candidates shall be prepared on the basis of merit obtained in the selection while that of candidates selected by preferment shall be based on their position in the gradation list of the lower rank.

## **42. Promotion and Confirmation.**

- In the first instance all appointments (except seasonal, temporary and officiating) will be made on probation of two years in case of direct candidates.

## **43.**

The period of probation may be extended to another one year by the Recruiting and Appointing authority concerned if it is found that the candidate has not put a satisfactory record of service during the period of probation prescribed in regulation No. 42.

## **44.**

On putting up a satisfactory record of service during the period of probation an employee will be confirmed on completion of the period of probation by the Recruiting and Appointing authority concerned.

## **45.**

If an employee does not put in a satisfactory record of service during the period of probation prescribed in regulation No. 42 and does not avail of the opportunity to improve his work to the satisfaction of Recruiting and Appointing Authority concerned, even during the period extended under regulation No. 43, the said authority may, without allowing any compensation, dispense with his services.

## **46.**

The period of probation will ordinarily count from the date of taking over charge.

## **47. Compulsory Retirement.**

(a) The date of compulsory retirement of a member of the Cane Co-operative Service other than the fourth class employees shall be the date on which he attains the age of 58 years. He may be retained in service after the date of compulsory retirement only under very special circumstances with the sanction of Cane Commissioner in the interest of the Cane Co-operative to be recorded in writing. Provided (i) the Recruiting and Appointing Authority concerned may at any time, without assigning any reason, require a member of the Cane Co-operative Service to retire on three months, notice or pay in lieu of the whole or part thereof, after he attains the age of 55 years or such lesser age as together with the period of notice in lieu of which the pay is substituted would aggregate to 55 years, so however, that in the case of pay being given in lieu of whole or part of such notice the said period shall stand added to the employees qualifying service for the purpose of calculating federation share of C.P.F. and the death-cum-retirement gratuity due to him and for no other purposes: (ii) the member of the Cane Co-operative Service, may, after attaining the age of 55 years voluntarily retire

after giving three months' notice, to the Recruiting and Appointing Authority concerned.(2)Provided further that:-(i)the notice of voluntary retirement given under part (ii) of the first proviso by an employee against whom a disciplinary proceeding is pending or contemplated, shall be effective only if it is accepted by the Recruiting and Appointing Authority concerned subject to the condition that in case of a contemplated disciplinary proceeding, the employee is informed before the expiry of the period of notice.(ii)the notice once given by member of the Cane Co-operative Service under part (ii) of the first provision shall not be withdrawn by him except with the permission of the Recruiting and Appointing Authority concerned.(b)The date of compulsory retirement of a fourth class servant of the Cane Cooperative Service is the date on which he attains the age of 60 years. He may be retained in service after that date only under very special circumstances and with the approval of the Cane Commissioner.(c)In giving notice under proviso I (i) of sub-regulation (a) above the Recruiting and Appointing Authority shall be guided by the instructions and standards laid down by the State Government for Government servants from time to time.

## **Chapter VII**

### **Pay and Increments**

#### **48. Pay.**

- The initial pay of a person appointed through direct recruitment shall be the minimum of the time scale in which he is appointed unless a higher pay is allowed by the Recruiting and appointing Authority concerned for special reasons to be recorded in writing provided that the higher pay shall not in any case exceed the minimum of the time scale plus three premature increments which will be adjusted in subsequent years next following.

#### **49.**

(a)Where a number of service holding a post in a substantive, temporary or officiating capacity is promoted or appointed either in a substantive, temporary or officiating capacity to another post with duties and responsibilities of greater importance than those attached to the post held by him, his initial pay in time scale of the higher post shall be fixed at stage next above the pay arrived at by rationally increasing his pay in respect of the lower post by one increment at the stage which such pay has accrued:Provided that where a member of the Cane Union Service immediately before his promotion or appointment to a higher post is drawing pay at the maximum of the time scale of the lower post, his initial pay in the time scale of the higher post shall be fixed at the stage in the time scale next above such maximum in the lower post.

#### **50.**

Cases in respect of pay, if any, not covered by the above regulations will be governed by the relevant fundamental rules of the U.P. Government, Sub-rule (2) of the fundamental rules 31 will, however, not apply in view of the provision-under regulation No. 49 (a) above.

## **51. Increment.**

- An increment unless it is withheld, shall ordinarily be sanctioned as a matter of course by the Secretary to the Recruiting and Appointing Authority concerned. An increment may be withheld from a member of the Cane Cooperative Service by the Recruiting and Appointing Authority concerned if his conduct has not been good or his work has not been satisfactory. In order the withholding of an increment, the authority concerned shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments.

## **52.**

When efficiency bar is prescribed in a time scale, the increment next above the bar shall not be given to the employee without the specific sanction of the Recruiting and Appointing Authority concerned.

## **53.**

(a) No employee shall be entitled to an increment unless he has put in one year's service.

## **54.**

The following provisions prescribe the conditions on which service counts for increments in a time scale: (a) All duty in a post on a time scale counts for increments in that time scale. (b) Leave other than extraordinary leave and leave on half average pay, counts for increment, in the time scale of the post. (c) In case of employees officiating on a higher post, the period of leave other than extraordinary leave and leave on half average pay, counts for increment in the time scale of that higher post only when it is certified by the competent authority that the employee would have continued to officiate on that higher post had he not proceeded on leave. The period which counts for increment is however, restricted to the period during which he would have actually officiated on the higher post. (d) Services on deputation count for increments in the time scale of the post on which the employee holds a lien. (e) If a member of the service is appointed to officiate on a higher post or to hold a higher temporary post, his officiating or temporary service in the higher post shall if reverted to the lower post, counts for increments in the time scale applicable to such lower post. The period of officiating service in the higher post which counts for increment in the lower post is, however restricted to the period during which the employee would have served in the lower post but for his appointment to the higher post.

## **55.**

During the period of probation, increment will be allowed only when sanctioned by the Recruiting and Appointing Authority concerned on completion of each year. If the work of any probationer is found unsatisfactory, his increment may be disallowed by the authority concerned. If the period of probation is extended on account of failure to give satisfaction, the period of extension will not count for increments.



## **Chapter VIII**

### **Foreign Service**

#### **56.**

No employee may be transferred to foreign service against his will. The Recruiting and Appointing Authority concerned shall be competent to transfer an employee to foreign service on the standard terms of deputation applicable to the Government servants of the State.

#### **57.**

An employee transferred to foreign service will draw his pay from the foreign employer from the date he relinquishes charge of his post in the Cane Co-operative Service and till he takes over as such again. If, however, he is transferred to foreign service while on leave, he ceases, from the date of such transfer, to be on leave and draw leave salary.

#### **58.**

An employee transferred to foreign service shall remain in the cadre or cadres in which he was included in a substantive officiating capacity immediately before his transfer and may receive proforma promotion while in foreign service but he will not be entitled to draw bonus, if any, from the Cane Union or the Federation as the case may be. He may, however, draw bonus from the foreign employer if admissible therein.

#### **59.**

During the period of foreign service the foreign employer shall also pay contribution towards leave salary and death-cum-retirement gratuity for the period of deputation to the authority specified by the Cane Commissioner in this behalf and at the rates fixed by him from time to time.

## **Chapter IX**

### **Transfer**

#### **60.**

The transfer of various categories of staff are classified as below:

##### **1. From one cane Union to another outside the district.**

## 2. From one Cane Union to another within the same district.

### 61.

Except the staff mentioned in regulation No. 35 (2) whose transfer within the district or outside the district shall be made by the Federation, the Recruiting and Appointing Authorities shall be competent to transfer all other staff of the Cane Union within their respective jurisdiction. However, transfers of fourth class staff excluding Ganna Gram Sewaks shall not be made unless there are special reasons justifying their transfer. Transfer of staff outside the jurisdiction of the Recruiting and Appointing Authority will be made by the District Committees or the Cane Unions' Federation as the case may be.

### 62.

Ordinarily transfer may be made on the following grounds:(a)Overstay at a place or in a district.(b)Administrative grounds,(c)Own request.

### 63.

For purposes of regulation No. 62 the period of stay at a place or in a district is prescribed as below for each category of staff:

Category of staff	Maximum period of stay-----	
	At place	In a district
1 Secretaries	... 3 years	6 years
2 Assistant Secretaries of all grades	... 3 years	6 years
3 Accountants	... 3 years	10 years
4 Cashiers	... 3 years	10 years
5 Supervisors	... 5 years	10 years
6 Ganna Gram Sewaks	... 5 years	...
7 Clerks and typiste	... 5 years	10 years

### 64.

The Secretaries, Assistant Secretaries of all grades, Accountant, Cashiers and Supervisors shall not be posted in their home districts and Ganna Gram Sewaks shall not be posted in their home zones.

**65.**

Mutual transfers of the Union staff may also be allowed subject to the provisions of regulations 61, 62, 63 and 64 above at the discretion of the authority concerned, no T. A. will be allowed in such cases as also in the case of transfer on own request.

## **Chapter X**

### **Enquiries, Punishment and Appeals**

**66.**

Authorities competent to conduct inquiries and disciplinary proceeding against each category of the members of the service are mentioned in column 3 of the second schedule attached to these regulations. The Inquiring Officer shall submit his findings to the authority mentioned in column No. 4 for decision and an appeal against the orders of the said authority shall lie to the next higher authority mentioned in column 5 of the said schedule.

**67.**

On receipt of a complaint the Inquiring Officer concerned shall first make a preliminary inquiry against the official concerned and record statements to see if a prima facie case is made out. Where a case is made out against the official he will conduct the disciplinary proceedings in accordance with the procedure prescribed below. If in the opinion of the Inquiring Officer no case is established, he will report the matter to the competent authority as mentioned in column 4 of the second schedule. The competent authority may either drop the case or order further inquiry by any other Officer. Procedure:

**68.**

A complaint into which disciplinary proceedings are considered necessary on the basis of the preliminary inquiry, proceedings shall be recorded in writing in the form of charges which shall be communicated to the official concerned and a copy of the same endorsed to the authority concerned as mentioned in column 4 of the second schedule. The basis of each charge and the evidence proposed to be considered in support of the charge should be given in details against each charges. The official shall be called upon by the Enquiring Officer to submit his explanation in writing for each charge, within a specified time and also to state whether he desires to be heard in person or to produce any evidence (documentary or oral) or to examine or cross-examine any witness in his defence. (He will be allowed to see the relevant records if he so desires. After his explanation has been received a date will be fixed for personal hearing when evidence, both oral and documentary shall be produced. He will be allowed to cross-examine such witnesses as he likes. He will then be given an opportunity to produce his own witness or documents in support of his defence. The Inquiring Officer shall then weigh the entire evidence and given his findings on each charge and

recommended, punishment when, in his opinion should be inflicted on the official, to the authority mentioned in column 4 of the second schedule. A record of the proceedings shall be maintained by the Enquiring Officer. If the official fails to submit his explanations within the time specified in the charge-sheet without sufficient reason, the Inquiring Officer shall be free to give his findings on the basis of the evidence before him and will recommend suitable punishment to the competent authority. In case, on the basis of the report of the Inquiring Officer, the competent authority proposes to dismiss, remove or reduce in rank the official concerned it shall inform the official concerned, of the action proposed to be taken and shall give another opportunity to the official to defend himself. A copy of the report of the Inquiring Officer shall also be supplied to the official concerned along with the show-cause notice. He shall be required within a reasonable time to put in a written statement of his defence and to state whether he desires to be heard in person or to give further evidence for which an opportunity will be allowed to the official if so desired by him. The competent authority conducting the enquiry may, however, for sufficient reasons to be recorded in writing, refuse to call a witness. The proceedings of the inquiry shall contain sufficient record of the evidence and statement of the findings and the grounds thereof. In case the competent authority decides to award a punishment other than dismissal, removal or reduction in rank, it may pass final orders on the basis of the inquiry report of the inquiring officer. The above procedure shall not apply where the charged official has absconded or where it is for other reasons impracticable to communicate within him. In such cases, the inquiring officer will make a complete report to the competent authority for taking suitable action against the official concerned. All or any of the provisions of the above procedure may, in exceptional cases and for special and sufficient reasons to be recorded in writing, be waived by the competent authority with the prior and express approval of the cane commissioner in cases where there is difficulty in observing exactly the requirements of the procedure and if those requirements are waived without injustice to the official charged.

## 69.

At the conclusion of the disciplinary proceedings, the competent authority may impose any or more of the following punishments according to the nature and gravity of the offence: (a) Censure. (b) Withholding the increment or increments including stoppage at in efficiency bar or promotion. (c) Reduction to a lower post or time-scale or to a lower stage in time-scale. (d) Fine. (e) Recovery from the pay of the whole or part of the pecuniary loss caused to the institution or institutions placed under his charge by his negligence or breach of orders. (f) Removal from service. (g) Dismissal from service. N.B.-Dismissal disqualifies an employee from re-employment in the service.

## 70.

The pay and allowances of an employee who dismissed or removed from service, will cease from the date of such dismissal removal.

## **71. Police and Court Cases.**

- In the cases under police investigation departmental inquiry shall also be conducted simultaneously and as soon as sufficient evidence is available during such investigation, disciplinary proceedings may be initiated against the official concerned in accordance with the procedure laid down in regulation No. 68 and orders passed but disciplinary proceedings need not interfere with the police investigation which may be continued. Should the decision of the trial court or the Appellate Court, as the case may be, in cases challaned by the Police on the basis of their investigation, lead to the acquittal of the accused it may be necessary to review the decision taken in the departmental proceedings, if (a) the charge or charges brought against the accused in the court and in the departmental proceedings are one and the same and he is honourably acquitted of these charges by the court. In such at the judgment of the court shall be accepted as final and official concerned will be allowed full pay and allowances or re-instated, if he was under suspension, on full pay and allowances and the period of absence will be treated as duty: Provided that if an employee has been acquitted by the court on technical grounds but the competent authority holds that the employee was guilty of departmental misdemeanour and had not behaved in the manner in which a person of his position was expected to behave the earlier decision need not be revised: Provided also that if any charge or charges other than those on which he has been tried and honourably acquitted, have also been levied against the official, the competent authority may suitably revise its earlier decisions, if necessary, on the basis of the remaining charges and ignore the charges on which he was honourably acquitted by the Court.

## **72.**

Where the conduct of an employee discloses grave offence of criminal nature, criminal prosecution should be the rule without any exception.

## **73. Suspension.**

- Where prima facie charges are so serious as would warrant, dismissal, removal or reduction, the competent authority may, pending further inquiry suspend the official concerned. In such a cases the Enquiring Officer shall, as far as possible, complete the inquiry within a reasonable period not exceeding three months from the date of suspension and the competent authority should dispose of the case within the next one and a half months.

## **74.**

A member of service under suspension shall be entitled to a subsistence grant which should not ordinarily exceed one-third of his pay. In exceptional cases in which the period of suspension is prolonged beyond six months for which the official is not responsible, the subsistence grant may be increase to one-half of his pay by the competent authority: Provided that no payment of subsistence grant shall be made unless the officials furnishes a certificate and the suspending authority is satisfied that the official was not engaged in any employment, business, profession or vacation and

had not earned remuneration therefor during the period of suspension: Provided also that in case of suspension of a temporary employee, the subsistence grant shall not be paid beyond the date till which the employee would have continued on his post in the normal course.

**75.**

During the period of suspension the employee will remain at his Headquarter. The suspending authority may, however, allow the official to leave the place or the circle where he was working at the time of suspension.

**76. Appeals.**

- An employee who considers himself aggrieved of the order passed in his case shall have a right to appeal, within one months of the date of receipt of the order, to the appellate authority mentioned in Column 5 of the II Schedule: Provided that the time taken in obtaining copies of any document required for appeal, shall not count for the limitation mentioned above and the period of one month shall be reckoned from the date of supply of the copy of the document.

**77.**

Copy or copies of document (s) relevant to the case will be supplied free of charge, if requested by the appellant within the period prescribed in regulation No. 76. Copies of confidential or other documents, publication of which could be prejudicial to the administration will not be supplied. Decision of the competent authority in this behalf shall be final but the appellant shall be informed of the decision.

**78.**

Every appeal preferred under these rules shall contain material statements and arguments relied upon by the appellant but no disrespectful or improper language, and should be complete in itself. Every such appeal should be submitted through proper channel.

**79.**

An appeal may be withheld by Head of Office if-(a) it is an appeal in a case in which no action lies; (b) it is not preferred within the time-limits prescribed in Regulation No. 76; (c) It is repetition of a previous appeal and is made to the same appellate authority which has decided the previous appeal. The appellant will be informed of the fact in each case within a month as far as possible.

**80.**

The appellant aggrieved with the decision of the Head of the Office may appeal to the appellate authorities within one month of the date under which the appellant was informed of the withholding

of the appeal.

**81.**

At the end of every year, all the Head of Office shall send a list of the appeals withheld by them to the Cane Commissioner together with the reason for withholding the same.

**82.**

The Cane Commissioner may at any time call for an appeal withheld by any authority and may pass such orders as he may deem fit.

**83.**

While forwarding an appeal, the Head of Office shall give his comments.

**84.**

While deciding an appeal, the appellate authority shall consider-(a)whether the facts on which an order of punishment was based, have been established.(b)whether the facts established afford sufficient ground for taking action, and(c)whether the penalty is excessive, adequate or inadequate.After such consideration, the appellate authority shall pass such orders as he may deem just, proper and equitable. He may (1) allow the appeal in whole or in part, (2) dismiss the appeal, or (3) remand the case to the lower authority against whose order the appeal has been preferred, with such directions as it may deem fit.

**85.**

The appellate authority may enhance the punishment initially awarded to the appellant if in his opinion it is not commensurate with the gravity of the offence but before passing such orders, the appellant shall be given an opportunity to have his say against the proposed order.

**86.**

(1)When an employee who has been dismissed, removed or suspended is reinstated, the authority competent to order the reinstatement shall consider and make a specific order-(a)regarding the pay and allowance to be paid to the employee for the period of his absence from duty, and(b)whether or not the said period shall be treated as a period spent on duty.(2)Where the authority mentioned in sub-regulation (1) is of the opinion that the employee has been fully exonerated or, in the case of suspension, that, it was wholly unjustified, the employee shall be given the full pay and allowances to which he would have been entitled, had he not been dismissed, removed, or suspended, as the case may be.(3)In other cases the employee shall be given such proportion of pay and allowances as the competent authority may prescribe:Provided that the payment of allowances under

sub-regulations (2) and (3) shall be subject to all other conditions under which such allowances are admissible.(4)In a case falling under sub-regulation (2), the period of absence from duty shall be treated as a period spent on duty for all purposes.(5)In a case falling under sub-regulation (3), the period of absence from duty shall not be treated as a period spent on duty, unless such competent authority specifically directs that it shall be so treated for any specified purpose.

**87.**

Any authority against whose order an appeal is preferred under these regulations shall give effect to any order made by the appellate authority.

**88.**

In case an appeal is heard by a committee, the opinion of the majority shall prevail, if there is any difference of opinion amongst the member. In case the votes are equally divided the Chairman of the meeting will have a casting vote. This shall also apply to the Committee competent to award punishment initially.

**89.**

An appeal or the initial disciplinary proceedings pending at the time when these regulations come into force, shall be deemed to be an appeal or the proceedings under these regulations.

**90.**

An employee may approach the competent authority which passed orders in his case to review its own orders within thirty days from the date of the receipt of the order provided that he has some new material in his reference which he could not produce earlier due to unavoidable reasons. The order may be reviewed by the competent authority, if he is satisfied that some material injustice has been done to the employee. In such a case, the limitation of one month provided for filing an appeal in Regulation No. 76 will count from the date of orders on the application for review.

**91.**

In case where Cane Commissioner himself is not the appellate authority, he may call for the records of any decided case within six months of the date of order in appeal, suo moto or on application of the employee concerned and if he is satisfied that any material injustice has been done to the employee, he may revise the order of the appellate authority.

**92.**

The Cane Commissioner may call for record of any decided case within six months for the date of order if it comes to his notice that the competent or the appellate authority has misused his power to



unduly favour an employee against the interest of the institution to which the employee belongs he may call for records of the case and revise the orders of the competent or the appellate authority, as the case may be.

## **Chapter XI**

### **Combination of Appointments**

#### **93.**

The recruiting and Appointing Authority concerned may appoint an employee to hold substantively, as temporary measure or to officiate in, two independent posts at one time. In such cases his pay will be regulated as below-(a)the highest pay, to which he could be entitled if his appointment to one of the post stood alone may be drawn on account of tenure of that post,(b)for other posts he shall draw such reasonable pay, in no case exceeding one-fifth of the presumptive pay of the post as the Recruiting and Appointing Authority concerned may fix.Explanations. - (1) Presumptive pay for the purposes of clause (b) of the regulation should be taken to be what the employee who is placed in additional charge, will draw as initial pay in the time-scale of the additional post under regulation No. 49 where he formally transferred to it. Where the maximum pay of the lower post is less than the pay of the employee in his substantive post, the maximum of the pay of the lower post should be taken as the presumptive pay for the purpose of clause (b) of the regulation.(2)This regulation will not apply when an employee is not formally appointed to the additional post.(3)The Recruiting and Appointing Authorities shall not ordinarily fill up vacancies of less than one month's duration unless there are special to do so and such appointment is wholly justified.

## **Chapter XII**

### **Service Records**

#### **94. Service Book.**

- A service book of each member of service shall be maintained on the form prescribed for Government servant in the office of the Secretary to the Recruiting and Appointing authority concerned and shall contain entries relating to every step in his service life, each being attested by such Secretary. Besides, all kinds of leave other than casual leave shall also be recorded in the service book. It shall be supplied by each employee at his own post on his first appointment.

#### **95. Character Rolls.**

- Likewise a character roll of each employee shall also maintained by the Secretary to the Recruiting and Appointing Authority concerned. The Character Roll is a confidential record and entries shall, in ordinary course, be made at the end of each Co-operative Year in each employee's Character Roll by the Secretary to the Recruiting and Appointing Authority concerned on the basis of his work and worth and recommendations of the immediate officers. However, entries in respect of Secretaries,

Assistant Secretaries will be recorded by the Cane Commissioner.

**96.**

Special entries, as a matter of reward or punishment, may also be made at any time during the year for special reasons.

**97.**

Copies of adverse entries made in the Character Roll of employee, shall be supplied to the employee within one month of such entry and the employee may appeal against it to the appellate authority concerned as mentioned in Col. 5 of the Schedule II within one month of the date of communication of the adverse entry.

**98.**

If the appellate authority decides to expunge or modify the entry a copy of the order shall be communicated to the authority who had made the entry and he shall carry out that direction so given.

**99. Gradation list.**

- A separate gradation list of all classes of services shall be maintained. Subject to the provisions of the regulation Nos. 15 and 41 seniority of the candidate shall be fixed according to the date of their approval by the Recruiting and Appointing Authority concerned and the inter se seniority of the directly recruited candidates and those belonging to preferment quota, if approved on the same date by the Recruiting and Appointing Authority concerned, shall be fixed alternately beginning from the list of candidates selected by preferment quota i.e., first from the preferment list and to the second from the direct list and so on by rotation.

**100. Resignation and Termination.**

- An employee may resign from service after giving one month's notice. The resignation shall be effective when it is accepted and the employee hands over complete charge of his officer. Similarly the Recruiting and Appointing Authority concerned may also terminate the services of a temporary employee after giving one month's notice or pay in lieu thereof. The provisions regarding the notice would not apply to officiating and stop gap arrangements in which cases the termination shall be effective from the date of order.

## **Chapter XIII**

### **Training**

## **101.**

Secretaries. Assistant Secretaries and Accountants shall have to undergo training of six months after selection for any of the above posts before appointment. It will consist of four months theoretical and two months practical training. The Cane Commissioner, U.P. may, however, exempt or reduce the period of training in case of candidates who have already undergone the required training for any of the posts mentioned above.

## **102.**

During the period of training directly recruited candidates will get stipend at a rate given below:

- 1 Secretaries ... Rs. 75 per month.
- 2 Asst. Secretaries ... Rs. 70 per month.
- 3 Accountants ... Rs. 60 per month.

Candidates already in the service of any Cane Union or the Cane Union's Federation will not get any stipend during the period of training even if they are recruited directly for any of the above posts. Such candidates and those promoted from the lower rank, if called for training, may take leave if due, and draw leave salary as admissible under leave rules, during the period of training. If no leave be due to any such candidate extraordinary leave on half average pay may be allowed to him for the period of training which will count towards his service.

## **103.**

Candidates entitled for stipend during the period of training shall have to execute a bond for three years service after the training and if they leave the service during the period they shall be liable to refund the entire cost of training at the pay allowances drawn by them and also the amount of contribution towards their provident fund allowed, during the period of training if any, by the Cane Unions' Federation.

## **104.**

Training will be imparted in the following subjects:

- 1. Principles of co-operation and growth of co-operative movement in India.**
- 2. Accounts.**
- 3. Co-operative and other concerning laws.**

#### **4. Department rules and regulations.**

#### **5. Organisation, management and working of Cane Union with particular reference to Cane Supply and maintenance of seasonal forms and accounts.**

For practical training they will be attached to Cane Union at their own cost. They will not get any T. A for this purpose.

#### **105.**

On the completion of the training the candidates will have to pass an examination in the subjects mentioned in Rule 104 above and if any candidate fails, he will be appointed subject to the condition of passing in the subject or subjects in which he failed in the previous examination and if he again fails, his service shall be terminated without any notice.

#### **106.**

Trainees will be provided free lodging during the period of theoretical training but they will have to make their own arrangement for their food, etc. at their own cost. They may, however, be supplied cooking utensils, if available.

#### **107.**

For imparting the Cane Unions' Federation will establish a regular training institute and provide necessary teaching and other staff. The appointment, service conditions, and emoluments of such staff shall be subject to the approval of the Cane Commissioner.

### **Chapter XIV**

#### **Leave**

#### **108.**

The following kind of leaves will be allowed to all the permanent and temporary staff excluding the seasonal staff: (a) Casual leave. (b) Earned leave. (c) Medical leave. (d) Leave on private affairs. (e) Extraordinary leave.

#### **109. Casual leave.**

- Fourteen days' casual leave will be admissible during a calendar year to the staff indicated in regulation no. 108.

**110.**

Casual leave cannot be combined with any other kind of leave. It can, however, be prefixed or suffixed with Sundays and other holidays.

**111.**

Casual leave will not generally be allowed for more than 10 days at any one time. During the crushing season such leave will not be allowed for more than 5 days at a time, except in special circumstances.

**112.**

Casual leave will be sanctioned by the head of office or the immediate officer and a record of the casual leave sanctioned will be mentioned in the office of the authority sanctioning the casual leave sanctioned will be mentioned in the office of the authority sanctioning the casual leave in the form given below: Serial no., name, designation and leave availed.

**113.**

Casual leave not taken during any calendar year will lapse after 31st December.

**114. Leave other than Casual leave.**

- Extent of leave mentioned under parts (b), (c), (d) and (e) of regulation no. 103 admissible to permanent and temporary staff along with the designation of the officers competent to sanction it, is mentioned in Schedules III and IV attached to these regulations.

**115. Leave cannot be claimed as a matter of right.**

- When the exigencies of the work of the institution so require, discretion to refuse or revoke leave of any kind is reserved to the authority empowered to grant it.

**116. Leave is earned by duty only.**

- For the purpose of this regulation period spent in foreign service counts as duty if contribution towards leave salary is paid on account of such period.

**117.**

An employee who is dismissed or removed from service, but is reinstated on appeal or revision, is entitled to count his former service for leave.

**118.**

No employee shall ordinarily proceed on leave without obtaining the previous sanction from the competent authority.

**119.**

Leave ordinarily begins on the day on which the transfer of charge is affected and ends on the day preceding that on which charge is resumed. Sundays and other recognised holidays may be prefixed or suffixed to leave.

**120.**

An employee leave shall not take any service or accept any employment except in the case of leave preparatory to retirement in which case he will not be allowed to withdraw his request for permission to retire and to return to duty.

**121. An employee may be recalled from leave before its expiry.**

- All orders recalling an employee to duty before the expiry of his leave should state whether the return to duty is optional or compulsory. If the return is optional the employee is not entitled to any concession. If it is compulsory, he is entitled to be treated as on duty from the date on which he starts for the station to which he is ordered and to draw travelling allowance under Government rules made in this behalf in F.H.B. Vol. III for the journey.

**122.**

No employee who has been granted leave on medical certificate may return on duty without first producing a medical certificate or fitness from a registered medical practitioner or the medical officer, if any, of the institution concerned. The sanctioning authority may require a similar certificate in the case of any employee who has been granted leave for reasons of health, even though such leave was not actually granted on medical certificate.

**123.**

Any kind of leave mentioned under parts (b) to (e) of regulation no. 108 may be granted in combination with or in continuation of any other kind of leave.

**124.**

Unless he is permitted to do so by the authority which granted leave, an official on leave may not return to duty more than 14 days before the expiry of his leave.

**125.**

An employee who remains absent after the expiry of his leave is not entitled to leave salary for the period of such absence and that such absence will be treated as break in service, unless his leave is extended by the sanctioning authority by the period of absence from duty after the expiry of leave may also be treated as misbehaviour and action may be taken against him under Chapter X of the service Regulations.

**126.**

No medical leave may be granted unless the authority competent to sanction leave is satisfied that there is a reasonable probability that the employee will fit to return to duty on the expiry of the leave applied for.

**127.**

No leave on private affairs to permanent staff may be granted unless authority competent to sanction leave has reasons to believe that the employee will return to duty on its expiry or unless it is included in leave preparatory to retirement.

**128.**

Leave to temporary and officiating employees not holding any permanent post will be granted when the post from which he proceeds on leave, is likely to last till his return to his duty.

**129.**

Where a temporary and officiating employee, not holding lien on any permanent post, fails to resume duty on the expiry of the maximum period of extraordinary leave granted to him or here he is grant a lesser amount of extraordinary leave than the maximum amount admissible, remains absent from duty for any period which together with the extraordinary leave granted, exceeds the limit up to which he could have been granted, such leave, he shall, unless the Recruiting and Appointing Authority concerned in view of the exceptional circumstances otherwise determines, be deemed to have resigned his appointment and shall accordingly cease to be an employee of the Cane Union or the Cane Union Federation, as the case may be.

**130.**

A leave account of all employees shall be maintained in the form prescribed for Government servants to which all leave except extraordinary taken by him will be debited. The balance of leave outstanding at his credit or the leave already taken, as the case may be, before the commencement of these regulations shall also be taken into account while calculating further leave under these regulations.

### **131.**

Average pay means the average monthly pay earned during the ten complete months immediately preceding the month in which the leave commences and where such ten complete months have not elapsed since the date of joining the service, average pay means the average monthly pay earned during the complete months immediately preceding, the month in which the leave commences. But in the case of an employee who proceeds on leave before completion of one complete month of service, his average pay shall be equal to his pay on the day preceding the date on which he proceeds on leave: Provided that in case of a post the maximum of which does not exceed Rs. 90 per mensem, average pay means the pay drawn immediately before proceeding on leave.

### **132.**

If any case is not covered by the regulations framed in this Chapter, it will be dealt with in accordance with the Fundamental Rules and Subsidiary Rules relating to leave as contained in F.H.B. Volume II (Parts II to IV).

### **133. Joining time.**

- In case involving necessary change of station of an employee he will be allowed six days for preparation and, in addition, one day for each 400 kms. or part thereof to cover the actual journey by common or shortest route.

### **134.**

The authority sanctioning the transfer may, however, reduce the joining time or extend it up to thirty days in the following circumstances: (a) When in special circumstances the employee has been unable to use the ordinary mode of travelling and has spent more time on the journey than is allowed under regulation no. 133. (b) When the employee has fallen sick on the journey.

### **135.**

If any employee has fallen sick on the journey while in transit, the period which has elapsed since he handed over charge must be included in his leave, unless the leave is taken on medical certificate. In the latter case the period may be treated as joining time.

### **136.**

No joining time will be allowed when the transfer does not involve a change of residence from one station to another.



**137.**

All holidays and Sunday will be counted for purpose of calculating the period of joining time.

**138.**

During the period of joining time an employee will be treated as on duty and shall be entitled to the pay which he would have drawn, had he not been transferred of the pay which he will draw on taking over charge of his new post, whichever is less.

**139.**

An employee who does not join his posts within his joining time, is entitled to no pay or leave salary after the end of the joining time. Wilful absence from duty after the expiry of joining time may be treated as misbehaviour for purposes of Chapter X of these regulations.

## **Chapter XV**

### **Travelling Allowances**

**140.**

Travelling allowances to the staff of the Cane Unions and the Cane Unions Federation shall be regulated by the U.P. State Government Rules as contained in F.H.B., Vol. III.

## **Chapter XVI**

### **Gratuity**

**141.**

Employees who retire on completing the age of 58 years or are retired under regulation no. 47 after 55 years or who dies while in service of a Cane Union or the Federation, the case may be, or who have put in five years' continuous, good, efficient and faithful service but are rendered incapable for carrying on further service for health and are certified as such by the Civil Surgeon, or who are retrenched, for reasons of economy, after putting in 5 years' efficient and faithful service, will be paid a gratuity at the following rate for every completed year of service or any part thereof in excess of six months. Half month's pay on each year's service for 5 years or over subject to the limit of fifteen months' pay.

**142.**

Pay for the purposes of calculating gratuity shall mean the substantive pay and compensatory dearness allowance, if any, admissible thereon on the date of employee ceases to be in service of a Cane Union or the Federation, as the case may be. It does not include any other allowance.

**143.**

No gratuity will be payable to the employee who has been dismissed or removed from service as a result of disciplinary proceedings conducted against him under Chapter X of these regulations.

**144.**

Every member of the staff shall nominate an heir to receive gratuity, bonus and security payable to the employee in the event of his death and also the person or persons to whom the right of the first nominee, shall pass, should the first nominee predeceases the employee. In case more than one heir are nominated by the employee he will indicate the amount of share of each heir.

**145.**

Nomination under regulation no. 144 will be made on the form prescribed as Schedule VI to these regulations before a gazetted officer of the department or a 1st Class Magistrate who will attest it under his seal and signatures. Separate nominations may be made for each type of payment. Nominations may be revoked or changed by making fresh nominations.

**146.**

Nomination forms will be filed in the office of the Cane Unions Federations.

**147.**

In case of death of an employee the Cane Union or the Federation, as the case may be, will make the payment of the amount of gratuity bonus and security to the person or persons nominated by the employee.

**148.**

The Cane Unions Federation shall establish a 'Employee Gratuity Fund' to which each Cane Union and the Federation itself shall contribute at the rate fixed for each by the Cane Commissioner from time to time. The fund will be shown as liability in the books of the Federation and the amount held in the fund shall be invested separately according to the directions of the Secretary to Cane Unions Federations. Interest earned on such investment will be credited to the fund and shall not form part of profit of the Federation.

**149.**

All payment of gratuity to the staff of the Cane Unions and Federations shall be made from the "Employees Gratuity Fund" on the determination and sanction of the amount of gratuity by the Federation.

## **Chapter XVII**

### **Bonus**

**150.**

A reasonable part of the profits earned during a year by a Cane Union or the Cane Unions Federation shall be distributed as bonus to the staff in proportion to the service put in during that year. Rate of bonus shall be determined by the Committee of Management of the Cane Union concerned or the Federation, as the case may be, but it shall not be less than 8.33 per cent of the total profits earned during any year by an employee or Rs. 80.00 whichever is higher. The total amount of bonus to be distributed during any year will be earmarked out of the profits at the time of sanctioning profits distribution by the Annual General Meeting of the institution concerned.

**151.**

Bonus shall be calculated on the average pay and compensatory dearness allowance, if any, earned by the members of the staff during the year to which the bonus relates.

**152.**

Bonus will be paid to an employee whether in service or not at the time of disbursement provided that he has not been discharged from service for misconduct and provided also that he has not put in less than three months' service in the year concerned.

## **Chapter XVIII**

### **Contributory Provident Fund**

**153.**

Every Cane Union and the Cane Union Federation which has in its service five or more employees holding whole time substantive appointment, shall establish a contributory provident fund for the benefit of the employee. For Cane Unions and Federation where E.P.F. Act 1952 is applicable

**154.**

The contributory provident fund referred to in regulation no. 153 will be regulated by the provisions of the Employee's Provident Fund Act, 1952 and the Scheme formulated under it by the Government of India.

**155.**

The rate of monthly contribution by an employee shall be such as he may desire or as fixed by the Provident Fund Commissioner but it shall not be less than 5 per cent and not more than 15 per cent of the salary of the employee per month while the rate of contribution by the Cane Union or the Federation, as the case may be, shall not exceed the present rate of contribution without the previous approval of the Registrar: Provided that the contribution of any Cane Union or the Federation, as the case may be, shall in no case exceed the contribution made by the employee. At present 8 per cent of any dearness allowance and additional dearness allowance for C.P.F. is being realised from each member of the service. For cane unions where the P.F. Act, 1952 is not applicable

**156.**

(a) The rate of monthly contribution by an employee shall be such as he may desire but it shall not be less than 5 per cent and not more than 15 per cent of the salary of the employee per month. (b) The rate of contribution by the Cane Union at the end of each co-operative year shall not be less than the present one approved by the Registrar. This rate shall not be increased without the previous approval of the Registrar: Provided that if any Cane Union was, before coming into force of these regulations, contributing more than 6½ per cent of the salary of any employee it shall continue to contribute at that rate even without the approval of the Registrar unless such percentage is proposed to be raised further in which case approval of the Registrar shall be necessary: Provided further that the contribution of the Cane Union shall in no case exceed the contribution made by the employee.

**157.**

The word 'Salary' occurring in regulation No. 156 includes pay, and only compensatory dearness allowance, if any, and not any other amount.

**158.**

The Contributory Provident Fund shall be invested in any one or more of the modes given below: (1) in any of the securities specified in section 20 of the Indian Trust Act (Act No. 2 of 1882) or, (2) with any bank approved for the purpose by the Registrar, or (3) in Post Office Savings Bank or, (4) in any savings scheme launched by the Central Government or the State Government.

**159.**

The interest accrued on the investment of the Contributory Provident Fund shall be credited to the account of the individual employee concerned in proportion to the balance standing to his credit at the close of the preceding co-operative year.

**160.**

Each subscriber shall be supplied, as soon as possible after July 1, a copy of his Contributory Provident Fund account for the past year.

**161.**

Temporary loans from the amount of credit an employee may be made to the subscriber under the following conditions:(1)Ordinarily not more than six months pay or half the amount at his credit, whichever is less, may be advanced by the sanction of the Secretary to the recruiting and appointing authority concerned. Such an advance shall not be made until a period of at least 6 months has expired from the date of recovery of the last advance. The advance so granted shall be recoverable in not more than 24 equal monthly instalments, but(2)in special circumstances the conditions laid down in sub-regulation (1) above may be waived by the Recruiting and Appointing Authority concerned which may sanction as advance up to the extent of three-fourth of the amount at credit of and employee recoverable in not more than thirty-six equal monthly instalments even when a previous advance has not been fully paid up:..Provided that in either case the monthly instalment shall be deducted regularly from each month's pay of the employee, and no relaxation in any month shall be allowed by the authority:(3)No advance from the Contributory Provident Fund shall be made except when the pecuniary circumstances of the subscriber are such that the indulgence is absolutely necessary and the purposes of the advance is an urgent domestic need such as-(a)to pay expenses in connection with protracted illness of the subscriber or a member of his family:(b)to pay expenses in connection with marriage, funerals or Ceremonies, which, by the religion of the subscriber, are incumbent upon him to perform and in connection with which it is obligatory that the expenditure should be made;(c)to pay expenses in connection with the birth of a child;(d)to pay educational expenses of children above the High School standard. In this case, the amount of advance shall not exceed the cost of books, school fees and boarding house charge if any, for one year;(e)for repairs of the house owned by the subscriber or his dependent parents or for buying or building a house;(f)for purpose of a cycle, motor cycle or scooter according to status.

**162.**

The following are cited as examples for which grant of an advance from the Contributory Provident Fund is not recognised as legitimate;(a)Purchase of furniture to set up a house.(b)Discharge of ordinary indebtedness.(c)Travelling.(d)Luxury conveyance.(e)Pilgrimage to holy places.(f)Cost of defending a suit.

**163.**

Interest at the rate 5 per cent p.a. will be payable by the employee on each advance to be calculated on the basis of the following formula: Amount of advance at the rate of No. of instalments upon Rate of interest at the rate of 100. Rate of interest may be revised by the Cane Commissioner as and when necessary.

**164.**

The amount of credit in the C.P.F. account of an employee at the time of his retirement, death or resignation shall be refunded along with up-to date interest to the employee or his nominee, as the case may be, after the expiry of six months from the date of retirement, death or acceptance of resignation.

**165.**

A subscriber who is dismissed or removed from the service shall, on the expiry of six months of his dismissal or removal be entitled to receive the total amount at his credit in the C.P.F. account along with the up-to date interest subject to deduction of the amount embezzled or of the pecuniary loss caused by him to the institution, if so ordered by the competent authority while ordering such dismissal or removal, as the case may be, but the full charge shall be against the security of the employee and any sum in excess of the security will only be recovered from the amount of C.P.F.

**166.**

If it is found within six months of the retirement, death, resignation, dismissal or removal of an employee that he had been guilty of any misappropriation or willful neglect resulting in a loss to the institution or to the Cane Development Department or to any other Cane Union with which he was connected or if any amount of the institutions mentioned above is otherwise due from him, all such sums shall be deducted at the time of refunding the amount of C.P.F. to the subscriber.

**167.**

The amount of C.P.F. and the up-to date interest will be refunded only on the sanction of the Cane Unions' Federation.

**168.**

Each subscriber will nominate an heir as is the case of Bonus, Gratuity and Security on the form prescribe as Schedule VI so that in the event of his death the amount at his credit in the C.P.F. account may be paid to the nominee subject to the conditions laid down in regulation Nos. 164 to 176. General-

**169.**

When the services of an employee are lent to institution other than the Cane Union's Federation or the Cane Union, he will continue to enjoy the benefits of the Contributory Provident Fund but the employers contribution in such a case shall be paid by the institution to which the services are lent, at the same rate as would have been paid by the Cane Union or the Cane Union's Federation as the case may be.

## Chapter XIX

### Security

**170.**

Employees of the Cane Co-operative service shall furnish security as prescribed in the Schedule given below for the faithful, honest, diligent and efficient discharge of their duties in favour of the Cane Union or the Federation as the case may be:

Serial No.	Name of the post	Details of security Prescribed
1	Secretaries, Asstt. Secretaries of all grades and Fertilizer Inspectors	... Rs. 2,000
2	Accountants of all grades and Accountants of Federation	... 2000
3	Supervisors	... 1000
4	Cashier of the Unions and the Federation	... 5,000-5,000 personal security
5	Clerks dealing with store and cash	... 4000
6	Other clerks and typists	... 260
7	Ganna Gram Sewaks	... 250
8	Peons and Chaukidars	... 100
9	Seed Store Mates Second Staff	... 100
10	Payment Clerks or Seasonal Cashier	1,000 and a fidelity guarantee of ... Rs. 5,000
11	Clerks	... 200
12	Purzi distributors	... 100
13	Jamadars and Peons	... 25

**171.**

The security money shall be furnished by the employee in cash at the time of joining but in case of regular employees' except the cashier, security amount may be deducted from their pay every month regularly at the rate of one-tenth of pay till the full amount of cash security prescribed in regulation

No. 170 is completed.

**172.**

Cashiers other than payment clerks and seasonal cashiers may also be allowed to furnish the security by deduction from their pay as in cash of other regular employees provided they furnish Rs. 1,000 in cash at the time of appointment alongwith a fidelity guarantee for Rs. 5,000 till the latter amount is completed through monthly deductions from their pay.

**173.**

In case any part of the security amount is furnished through fidelity guarantee of any insurance Company the premium shall be born by the employee himself.

**174.**

The federation and the Cane Union will have a right to reimburse itself of the security money if any employee is held liable by the competent authority to pay the amount. Any fine imposed on the employee nay also be recovered from the security amount.

**175.**

The security deposited by an employee shall not be refundable till the expiry of six months from the date he vacates his office in all except the seasonal staff.

**176.**

In case of seasonal Staff, security amount of such employees as do not deal in cash during the season, will be refunded after the expiry of three months of the termination of their services, whereas in other cases it will be refundable only after the audit of the accounts concerned has been completed which may not ordinarily take more than a year.

**177.**

In case of transfer of staff from one Cane Union to another, his security amount shall be transferred alongwith up-to-date interest to the Cane Union to which he is transferred.

**178.**

Where the security is furnished in cash, interest at the rate of 5 per cent per annum shall be allowed, yearly, on the opening balance on first July in the security account of the employee, in case the money remains with the employer. Rate of interest may be revised by the Cane Commissioner, as and when necessary.



## **Chapter XX**

### **Conduct Rules**

#### **179.**

No employee of the Cane Co-operative Service shall accept directly or indirectly on his own behalf or on behalf of any other person or permit any member of his family to accept gift, gratuity or reward from any person who is not related to him, without the previous permission of the appointing authority.

#### **180.**

No employee shall ask for or accept any subscription or any other pecuniary assistance in pursuance of any subject, whatsoever, without the previous sanction of the appointing authority.

#### **181.**

No employee shall lend money to any member of the Cane Union of which he is an employee.

#### **182.**

No employee shall borrow money or otherwise place himself under a pecuniary obligation to any person subject to his official authority residing possessing immovable property or carrying on business within the local limits of such authority: Provided that the employees are permitted to have their dealings with the Cooperative Societies registered under the U.P. Co-operative Societies Act, 1965 (Act XI of 1966) or deemed to be registered under it.

#### **183.**

If an employee is appointed or transferred to such a place that a person from whom he has borrowed money or to whom he has otherwise placed himself under a pecuniary obligation, will be subject to his official capacity, or will reside, possess immovable property, or carry on business within the local limits of such authority, he shall forthwith report the circumstances to the appointing authority and act in accordance with such order as may be passed by the appointing authority.

#### **184.**

No employee shall engage himself in any trade or undertake any employment or work other than official duties except with the previous permission of the appointing authority.

**185.**

The employees shall avoid indebtedness. If an employee is declared insolvent, he must immediately report to the Head of Office where he is working.

**186.**

No employee shall communicate, directly or indirectly any official document or information to any person not authorised to receive the same or to the press.

**187.**

No employee shall, through anonymous published statement, criticise the policy of the Government or the policy laid down by the Cane Union/Can Unions Federation or the Cane Development Department.

**188.**

No employee shall give evidence before a public Committee unless so authorised previously.

**189.**

No employee shall take part to subscribe in and/or to assist in any way any political movement.

**190.**

No employee shall canvass or otherwise interfere or use his influence in connection with or take part in any election to any legislative body, the Committee of Management of any Cane Union or the Federation or any committee of Management of any Cane Union or the Federation or any committee constituted under these regulations: Provided that any person who is qualified to vote at such election, may exercise his right of vote.

**191.**

For breach of any of these rules disciplinary action may be taken against the employee by the competent authority.

## **Chapter XXI**

### **Relief to Employees**

## **192. Medical.**

- In case of serious illness of an employee (or members of his family) who has put in at least three years continuous and satisfactory service in the Federation or in a Cane Union, he may be allowed a reasonable monetary aid by the Federation or the Cane Union as the case may be, from its own funds if he satisfies the authority competent to sanction such payment according to the bye-laws or under a resolution of the Committee of Management of the institution concerned that he or members of his family wholly dependent upon him were patients on account of serious nature of illness duly supported by a certificate from the Civil Surgeon or Medical Authority of a recognised hospital or the Institution. Payment under this regulation shall be subject to the detailed rules framed by the Cane Commissioner, U.P. in this behalf.

## **193. Retrenchment in case of regular staff only.**

- Efforts will be made to provide a permanent employee proposed to be retrenched owing to the abolition or termination of his post, with some alternative post in the service. If, however, this is not possible, he shall be entitled to the following relief in addition to the gratuity admissible to him and salary including allowances admissible for the period of earned leave, if any standing at his credit on the day of retrenchment. The retrenchment shall effect the junior most.

## **194. Advances.**

- In case of distress an employee holding lien on a permanent post, may be allow by the Committee of Management of the institution concerned an advance not exceeding two months salary of the employee. Such an advance shall be recoverable in not more than 24 equal monthly instalments from the pay of the employee, as the sanctioning authority may fix.

## **195.**

The Secretary of the Cane Union of the Federation, as the case may be, may also allow an advance to the employee (other than seasonal and officiating) to celebrate Holi, Diwali or Idd festivals. Such an advance shall in no case exceed one month's pay (including all allowances) of the employee and shall be recoverable in the equal instalment beginning from the subsequent month.

## **196.**

Advance mentioned in regulation No. 195 will be made free of interest.

## **Chapter XXII Miscellaneous**

**197.**

The Federation will provide necessary staff and office equipment and accessories to the District Committees constituted under these regulations. It may, however, recoup the cost out of the supervision fee to be received at the rate fixed by the Registrar under Rule No. 391 (a) of the U.P. Co-operative Societies Rules, 1968.

**198.**

The Cane Commissioner, U.P., may frame rules for the fixation of pay of the employees of the Cane Co-operative Service in the pay scale revised in Chapter II of these regulations.

**199.**

An amendment including deletion and addition in these regulations shall be effective from the date it is notified in the State Gazette.

## **Chapter XXIII**

### **Emergency Powers**

**200.**

If at any time the Cane Commissioner, U.P., is satisfied that circumstances exist which render it necessary for him to take immediate action in respect of any matter dealt with under these regulations, he may issue such orders as he considers necessary. Such orders shall be binding on all concerned and shall be complied with.

## **Chapter XXIV**

### **Interpretation of Service Regulations**

**201.**

The decision of the Cane Commissioner, U.P., regarding interpretation of these regulations shall be final and binding on all concerned.

## **I**

Qualifications, Different Categories of staff and their source of Recruitment

Serial	Name of the post	Source of recruitment-----	Qualification for direct recruitment	Preferential	Remarks
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No	Prefermentwith%	Directwith%	-----Essential	
1	2	3	4	5
	(a) Cane Unions Federation Staff:			6
1	Joint Secretary	...	...	100
				Law Graduate
2	Accounts officer	...	...	100
				B. Com with 10 years experience of Audit & Account
3	Fertilizer Officer	...	...	100
				M. Sc Ag. M. Sc. in Chemistry
3-A	Assistant Fertilizer Officer	...	...	
4	Fertilizer Inspector	...	...	100
				B.Sc Ag.
5	Officer Superintendent	...		100

6	Account	...	50	50	Graduate with 5 years experience of Audit and Accounts
7	Section and	In charge Assistant	100	...	...
8	Senior Assistant	100	...	....	
9	Assistant and Typist	...	100		Intermediate with Hindi
10	Cashier	...	...	100	...

11	Steno Typist	...	...	100	Inter, with Shorthand and Typing in Hindi As prescribed by the recruiting authority
12	Fourth class staff	...	...	100	Ditto
13	Driver (b) Cane Unions Staffs (Regular)	...	...	100	
1	Secretary		100		
2	Engineer		10.00%	90.00%	BE (civil)
3	Assistant Secretary	25% from Accountant Grade I and 25% from supervisors.	50		Bachelors Degree of a recognised University B. Sc. Agr. or B. Com
4	Account	50.00%	50		Degree of a University B. Com

5	Cashier	...	100	Bachelors degree of a recognised University	B. Com.
6	Clerk and Typist	...	100	Intermediate with Hindi	1. Hindi type writing with speed of 30 words, 2. Five years service as seasonal clerk
7	Fourth class staff (except Ganna Gram Sewak).	...	100	As prescribed by the Recruiting authority.	...
8	Hakim or Vaid	...	100	B.I.M.S. or equivalent degree	Practical experience
9	Overseer	...	100	Diploma in Civil Engg of a recognised institution	Some practical experience



10	Road Supr., T-well Operator ... and compounder	100	...	As prescribed by the recruiting authority.
	(c) Cane Unions staff (Second)			
1	Yard I/C	10% direct	...	...
2	Seasonal Clerks ...	100	High School	...
3	Payment Clerks ...	100	High School	...
4	Parchi distributors and ... Cyclists.	100	Jr. High School with ... Hindi	As prescribed by the ... Recruiting Authority.
5	Jamadars ...	100		

## II

### Relating to Enquiries Punishment and Appeals

Serial No.	Designation of the person against whom enquiries are to be held	Designation of the officer who will hold the enquiries in the capacity of	Authority to whom the report will be submitted for decision	Authority to whom appeal will be
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		enquiring officer				
1	2	3	4	5		
	Union Staff					
1	Seasonal Staff of the Union	Secretary of the Union con-corned.	Committee of Management of the Union concerned.	District Committee concerned.		
2	Fourth class staff except Ganna Gram Sewak.	Ditto	Ditto	Ditto		
3	Driver of jeep of the Union	Ditto	Ditto	Ditto		
4	Hakim or Vaid	...	...	..... Secretary of the Union concerned	Committee of Management of the Union concerned	District Committee concerned.
5	Road Supervisor, Tube operator and compounders	Ditto	Ditto	Ditto		
6	Ministerial staff except Accountant and Cashiers	Ditto	District Committee	Cane Union Federation		
7	Ganna Gram Sewak	Ditto	Ditto	Ditto		
8	Accountants of all grades and Cashiers	Secretary District Committee concerned or any other officer of the higher rank specially appointed for the purpose by C.C.	Committee of management of Cane Union Federation	Cane Commissioner.		
9		Ditto	Ditto	Ditto		

	Assistant Secretaries				
10	Secretaries	Ditto	Ditto	Ditto	
11	Overseers	...	Senior Cane Dev. Inspectors D. C. o. and Engineers concerned, if any	Committee of management of Cane Union Federation	Cane Commissioner.
12	Supervisors	Secretary, District Committee concerned or any other officer of higher rank specially appointed for the purpose by C.C.	Ditto	Ditto	
13	Engineers	...	Reg. Dy. Cane Commissioner concerned and Executive Engineer posted at the H. Qrs. of the Cane Commissioner.	Ditto	Cane Commissioner
14	Fourth Class Staff	...	Joint Secretary, Federation	Committee of management of the Federation	Cane Commissioner.
15	Drivers of the Vehicles	Ditto	Ditto	Ditto	
16	Ministerial staff except office 'Supdt. & Acctt.	Secretary	Ditto	Ditto	
17	Asstt Secretary	Secretary,	Committee of management of the Federation	Cane Commissioner.	
18	Account Officer	Secretary	Secretary	Secretary	

19	Fertilizer Officer and (& Asstt. F.O.)	Ditto	Ditto	Ditto	
20	Office Superintendent	Ditto	Ditto	Ditto	
	Accountant	...	Ditto	Ditto	Ditto
22	Fertilizer Inspector	Ditto	Ditto	Ditto	

### III

(Showing different kind of leave admissible to permanent staff) Leave Admissible

Name of the post	Earned Leave	Medical leave on full average pay	Leave on private affairs on half average pay	Extraordinary leave without pay	Sanctioning authority
1	2	3	4	5	6
Cane Union Staff.					
1. Secretaries, Assistant Secretaries of all grades, Accountants of all grades, Cashiers, Overseers, Supervisors and Engineers	One eleventh of the period spent on duty subject to the condition that the maximum period of the leave that may be granted at a time shall be 120 days and that when the total of earned leave	12th months in all during the entire service on Medical certificate from a registered Medical Practitioner or the Medical Officer if any of the institution concerned limited to the period recommended in the medical certificates, further leave not exceeding six months during the entire service in exceptional cases on the	Not exceeding 365 days in all during the entire services subject to the conditions that such leave shall be earned by the employee at one-eleventh of the period spent on duty and shall be granted for not more than 90 days at any time	In special circumstances to enable the employee to Scientific, technical or similar problems or to undergo special course of instructions beneficial to the interest of the institution conceived to be sanctioned only when no other leave is admissible or when the employee concerned	Secretary of the Cane Union Federation

	amounts to 120 days the employee shall cause to earn leave.	recommendation of the Civil Surgeon		applies for grant of leave.	
2. Ministerial staff except Accountant and Cashier and Ganna Gram Sewak	Ditto	...	Ditto	...	Ditto
3. Fourth Class staff except Ganna Gram Sewak, Driver, Vaid, Hakim, Road Inspector, Tube-well Operator and Compounder Cane Unions Federations Staff:	As above	As above	As above	As above	Secretary of the Cane Unions
1 Joint Secretary, Accounts officer, Fertilizer Officer, Office Superintendent, Accountant and Fertilizer Inspector	Ditto	...	Ditto	...	Ditto
2 Other Staff	...	Ditto	...	Ditto	...

## IV

Showing different kinds of leave admissible to temporary and officiating staff not holding lien on any permanent part

Earned leave on full average pay	Medical leave on full average pay	Leave on private affairs on average pay	Extraordinary leave without pay
1	2	3	4
Same as in case of permanent staff.	Four months in all during the entire temporary service on Medical certificate from a registered medical practitioner or the Medical Officer if any of the institution concerned limited to period recommended in the medical certificate.	Not exceeding 120 days in all during the entire temporary service to be sale issue after putting 2 years continuous services. Such leave shall be earned 1/11 of the period spent on duty provided that employee shall cease to earn such leave when it amounts to sixty days.	As in the case of parmanent staff subject to the following limits for grant of such leave only any one occasion. (1) Three months. (2) Six month in cases where the employee has completed three years continuous service on the date of expiry of leave of any kind due and admissible including 3 months extraordinary leave and his application is supported by a medical certificate. (3) Eighteen months when the employee has completed one years continuous service and is undergoing treatment for tuberculosis in a hospital, sanetorium or at its residence by the Civil Surgeon or a recognised tuberculosis expert, or for leprosy in a recognised leprosy institution or by a recognised expert on production of a medical certificate and to the extent recommended in the certificate. (4) Twenty-four months subject to a maximum of 36 months in all during the entire temporary service where the leave is required for the purposes of prosecuting studies certified to be in the interest of the institution provided that: (a) the employee has completed three years of continuous service on the date of expiry of leave of any kind admissible including three month extraordinary leave. (b) before grant of the extraordinary leave the employee concerned gives an Undertaking by executing a bond to be prescribed by Cane Commissioners to the effect that after returning from leave he would serve for a least three years on the same post or on any other post and in default pay to the institution concerned

an amount equal to ten times, the monthly pay which he was drawing at the time of proceeding on leave, and other expenses, if any, incurred on him together with interest thereon from the day following the expiry of the sanctioned leave at the rate in force on the first day of April of the financial year in which the leave may commence.

N.B.-Leave to temporary and officiating staff of different categories' will be sanctioned by the same authority mentioned against each in Schedule III as in case of a permanent staff.