

THE PUNJAB STATE COOPERATIVE SUGAR MILLS (SERVICE) RULES, 1991

Title and Scope :

- 1.1 These Rules may be called "The Punjab State Cooperative Sugar Mills (Service) Rules, 1991" (hereinafter referred to as 'These Rules').
- 1.2 These Rules shall come into force from the date of their approval by the Registrar under Rule 28 of the Punjab Cooperative Societies Rules, 1963.
- 1.3 These Rules shall apply to all the employees of a Sugar Mills, unless the terms of their employment are governed by a special agreement or contract in writing to the contrary, or by a special set of rules or are otherwise exempted by These Rules.
- 1.4 These Rules shall in no case be repugnant to the provisions of the Industrial Employment (SO) Act, 1946 & any other law for the time being in force governing the conditions of service or the employees/workers. In the event of any conflict of These Rules with the provisions of that Act or any law, the latter shall prevail.

2. **Definitions :**

In these Rules, unless the context otherwise requires :-

- a) "**Act**" means the Punjab Cooperative Societies Act, 1961 as amended from time to time.
- b) "**Appointing Authority**" means the Managing Director of the Mills.
- c) "**Authorised Medical Officer**" means the qualified Medical Officer of the Mills or an Officer of the Government Civil Hospital or Dispensary not below the rank of Assistant Civil Surgeon.
- d) "**Bye-laws**" means the registered Bye-laws of the Mills for the time being in force.
- e) "**Board**" means the Board of Directors of the Mills.
- f) "**Chairman**" means the Chairman of the Mills, and if there is no Chairman, the Vice Chairman.
- g) "**Committee**" means the authority constituted under Rules 3.3 and 3.4 hereunder.
- h) "**Direct Appointment**" means an appointment made otherwise than by promotion from within the Service or by transfer on deputation from any Department of Government of Government or other Mills.

- i) **"Duty"** includes:-
- i) service as a probationer followed by confirmation.
 - ii) period spent beyond the sphere of duty when so authorised by the competent authority.
- j) **"Employee"** means any person in the Service of the Mills on the day of enforcement of These Rules or appointed thereafter.
- k) **"Equivalent post"** means any two or more posts in the Service carrying indential time scales and having duties of a similar nature.
- l) **"Family"** means an employee's wife or husband, as the case may be, residing with the employee, and legitimate children and step-children, residing with and wholly dependent upon the employee.
- m) **"Financial Year"** means the period from the 1st April in a year to the 31st March following.
- n) **"Government"** means the Government of the State of Punjab.
- o) **"Managing Director"** means the Managing Director of the Mills.
- p) **"Mills"** means a Cooperative Sugar Mills registered under the Act.
- q) **"Off Season"** means the period of each year other than the crushing season.
- r) **"Pay"** means the basic pay in a fixed scale.
- s) **"Registrar"** means the Registrar, Cooperative Societies, Punjab or any officer on whom the powers of the Registrar in respect of Sugar Mills have been conferred by the Government.
- t) **"Reserved Area"** means the area notified for each Mills under the Sugar Cane Control Order 1966.
- u) **"Rules"** means the Punjab Cooperative Societies Rules, 1963 as amended from time to time.
- v) **"Sugarfed"** means the Punjab State Federation of Cooperative Sugar Mills Ltd., Chandigarh.
- w) **"Sugar Wage Board"** means the Board constituted by the Government of India for determining the wage structure of the Sugar Industry and whose report & recommendations are accepted by the Government of India and are in force.

- x) **"Service"** means service of the Mills.
- y) **"Salary"** means the basic monthly pay inclusive of other allowances, treated as pay for the purpose of These Rules.

3. **Recruitment :**

- 3.1 Recruitment to the service may be made by promotion, or by transfer on deputation or otherwise, or by direct appointment.

Provided that not more than three-fourths of the posts in each cadre may be filled by promotion or transfer.

- 3.2 All categories of posts to be filled by direct appointment shall be notified to the local Employment Exchange, and for categories other than "Unskilled Operators" in the scale of Rs. 800-1050 (IIIrd Wage Board), advertisement shall also be made in one or more newspapers having a circulation of 50,000 or above. However, the Administrative Committee may specify, for any post or category of posts, that recruitment shall be restricted to persons domiciled in the reserved area.

- 3.3 To select candidates for appointment to posts, in all categories other than "Unskilled Operators" in the scale of Rs.800-1050 (IIIrd Wage Board), there shall be an Administrative Committee consisting of

- The Chairman
- Two elected Directors, nominated or elected by the Board.
- The Managing Director.
- A nominee of the Managing Director, Sugarfed.
- The concerned Head of Department.

The Managing Director shall be the Convenor of the Committee.

- 3.4 To select candidates for appointment to posts in the category of "Unskilled Operators" in the pay scale of Rs. 800-1050 (IIIrd Wage Board), there shall be an Administrative Committee consisting of –

- The Managing Director.
- Two elected Directors nominated or elected by the Board.

- Two Heads of Department of whom one shall be the concerned Head of Department.

The concerned Head of Department shall be the Convenor of this Committee.

- 3.5 The term of the office of the Administrative Committees shall be coterminous with that of the Board of Directors.

Provided that if a Member of the Committee ceases to be a Director of the Mills for any reason whatsoever, he shall cease to be a member of the Committee and the vacancy so caused shall be filled up by the Board.

Provided further that the Board of Directors may, at any time, change the elected members of the Committee, for reasons to be recorded in writing and conveyed to such members.

- 3.6 Three members shall form the quorum for meetings of Committees and at least 7 days notice shall be given for every meeting. All decisions shall be taken by majority of votes.

- 3.7 The Committees may delegate their powers to a Sub-Committee or the Managing Director.

- 3.8 Where as Administrator has been appointed under Section 26 (ID) of the Act, or the first Committee has been nominated under Section 26 (IF) of the Act, the Administrator or the nominated Chairman, as the case may be, or their nominees, shall replace the Chairman and the elected Directors on the Committees.

- 3.9 Where any vacancy occurs or is about to occur, the Administrative Committee shall determine whether such vacancy shall be filled by promotion, or by transfer on deputation or otherwise, or by direct appointment.

- 3.10 Appointment to the Service by promotion shall be made strictly by selection based on seniority-cum-merit and no member of the Service shall be deemed to have had his promotion withheld by reasons of not being selected for such appointment as of right.

- 3.11 No person shall be appointed to the Service

If he:-

- i) has been convicted for an acts of dishonesty or moral turpitude during the last 5 years, or
- ii) is of unsound mind or lunatic, or
- iii) is a dismissed employee of a Government, a local body, a cooperative society or any body corporate, or

- iv) is a member of any political party, or
- v) is an office bearer of any local body, Panchayat or any other body corporate other than any cooperative society engaged in the service of its members of a public charitable institution.

4. **Nationality and Domicile :**

No person shall be appointed to the Service unless he is:-

- i) a citizen of India: or
- ii) a person in whose case a Certificate of Eligibility of being an Indian Citizen has been issued by the Government of India.

5. **Character and Antecedents :**

No person shall be appointed to the Service by direct recruitment unless he is found to be of good character and his antecedents are found to be satisfactory as a consequence of verification, as may be considered necessary by the Appointing Authority.

6. **Age at the time of entry into service :**

At the time of first entry into the service of the Mills, no person shall be appointed by direct appointment, if he is less than 18 years of age or above 45 years in age as on the date of his selection to the service of the Mills.

Provided that the Administrative Committee, may relax the upper age limit in exceptional and deserving cases, by recording reasons in writing for doing so.

7. **Medical examination :**

No person shall be appointed to the Service unless he is declared medically fit by the Authorised Medical Officer.

8. **Conditions of service :**

8.1 **Pay of Members** : Members of the Service shall be entitled to the pay as shown in Appendix 'A'. The Committee may give a higher start to specially qualified and deserving candidates.

8.2 **Qualifications of Members**: For appointment to the Service, a candidate shall possess the minimum qualification and experience laid down in Appendix 'A'. No relaxation shall be permissible except with the prior consent of the Registrar.

- 8.3 Probation of Members of Service: Members of the Service shall, on appointment to any post specified in Appendix 'A' and granted the scale attached thereto, remain on probation for a period of 240 days.
- 8.4 Members appointed to the Service by transfer or deputation shall not be placed on probation.
- 8.5 On the completion of the period of probation of a member of the Service the appointing authority may:-
- (a) If his work and conduct has, in its opinion, been satisfactory;
 - (i) Confirm such person from the date of completion of the period of probation, if appointed against a permanent vacancy; or
 - (ii) Declare that such person has completed the period of probation satisfactorily, if there is no permanent vacancy.
 - (b) If his work and conduct has, in its opinion, not been satisfactory, dispense with his services, if recruited by direct appointment or if recruited otherwise revert him to his feeder post, or deal with him in such other manner as the terms & conditions of his appointment permit.

9. **Termination (Simpliciter) of Service** :

9.1 The services of a member of the Service may be terminated in the following manner:-

- (a) Retrenchment.
- (b) Infirmary or disability.
- (c) Resignation.
- (d) Superannuation.

9.2 Provided that before terminating the services of an employee on account of retrenchment, or infirmity or disability, the Appointing Authority shall give one month's notice in writing of its intention to do so, specifying the reasons therein, or in the alternative, pay one month's salary in lieu of notice period along with a letter regarding termination of services.

Provided further that if such a notice is served on a seasonal employee or workman during off season, he shall be entitled only to retaining allowance till the end of the notice period.

An employee may resign or leave the Service of the Mills after giving one month's notice to the Mills or by depositing one month's salary in advance in lieu of notice.

Provided that the Appointing Authority may not accept the resignation of any employee during the season and shall have a right to relieve him within two months from the date of close of the season or before the 30th June of the year, whichever is later;

Provided further that in the later case, advance salary deposited by any employee shall be refunded to him.

9.3 Relieving before expiry of notice period : On notice of termination of service being given by the Appointing Authority, if an employee wants to be relieved at any time before expiry of the notice, he may do so provided he can be conveniently relieved. In that case he shall be paid only for the period actually spent on duty; and when notice is given by an employee, the Appointing Authority, at its option, may at any time before the expiry of the notice period relieve him in which case he will be entitled to salary upto the date he actually works on duty.

9.4 Effect of notice on leaves:

i) On notice of termination of Service being given to or by a member of the Service, the accrual of any kind of leave shall stop with effect from the date of service of such notice.

ii) On notice or resignation from service being given by an employee, he will not be entitled to any unavailed portion of his casual and sick leave, but he may be given the privilege leave already earned.

iii) On notice of termination of service being given to an employee, he will not be entitled to any unavailed portion of his sick and casual leave standing at his credit, but the unavailed portion of his privilege leave, if any, including that portion of it which may have been granted to him but remains unavailed on the date of issue of notice, shall be set off against the period of notice to which he is entitled.

In case the privilege leave at his credit exceeds the period covered by the notice he may be given the benefit or privilege leave for such extra period.

9.5 Termination of service due to continued long illness: If any employee is absent for four months continuously owing to illness, or in the event of his absence during illness for broken periods aggregating to 75 days or more during any period of six months, the Appointing Authority may as of right get him medically examined by the Authorised Medical Officer to ascertain his fitness for service, and :-

a) if he is declared temporarily unfit, fill up the vacancy for the period of such unfitness

b) if he is declared permanently unfit, terminate his services with full benefits, or

9.6 Duties of an employee on termination of service: An employee under orders of transfer or termination of his service must return forthwith, in any case within 24 hours of such orders of termination, all books, papers, documents, files, diaries, drawings maps, charts, instruments, tools, cash and all other articles whatsoever belonging to the Mills in his possession and give charge of the same to the person or persons duly authorised to receive them by the Appointing Authority. He shall also within 15 days of termination of service vacate the house, if any, provided by and quit the premises of the Mills unless specifically permitted in writing to stay longer.

9.7 An employee wilfully contravening the provisions of the preceding sub-Rule shall forfeit all claims to privileges such as allowances, bonus, etc. His account will be settled and final payment made to him only on getting a clearance certificate in respect of the above items.

10. **Training and Examination:** Members of the Service, for the efficient discharge of their duties, shall be required to undergo such training and to qualify such tests, as may be prescribed by the appointing Authority from time to time, by a general or special order. A member who fails to qualify the test shall be liable to be terminated, in the case of direct appointee, and reverted in the case of a promotee;

Provided that the Appointing Authority may exempt a member or a class of members from the operation of this Rule, if in its opinion it is necessary to do so, by recording reasons in writing.

11. **Retirement :** Members of the Service shall retire on attaining the age of 60 in the case of employees governed under Sugar Wage Board, and in other cases, on the last date of the month he attains the age of 58 years.

12. **Seniority :**

12.1 The seniority inter-se of members of the Service shall be maintained category-wise within each Department and determined by the date of confirmation in case of permanent employees, and continuous service in other cases.

Provided that for purposes of appointment by promotion to a higher, or post within a higher category, the inter-se seniority of all eligible candidates in the lower categories may be drawn up, having regard to the same dates.

Provided further that all permanent employees shall rank senior to other employees within the merged seniority list.

12.2 In the case of two or more members appointed on the same date, their seniority shall be determined as follows:-

(i) a member recruited by direct appointment shall be senior to members recruited otherwise.

(ii) a member recruited by promotion shall be senior to a member recruited by transfer.

Provided that in the case of members recruited by direct appointment, the order of merit determined by the Committee shall not be disturbed and persons appointed as a result of an earlier selection shall be senior to those appointed as a result of subsequent selection, subject to the condition that all the members selected on the same date join the Service within the time stipulated in the appointment order.

Provided further that in the case of members recruited by promotion or transfer, seniority shall be determined according to the seniority of such members in the feeder cadre from which they were promoted or transferred, and in the case of members recruited by transfer from different cadres, their seniority shall be determined according to pay, preference being given to a member who was drawing a higher rate of pay in his previous appointment, and if the rates of pay drawn are also the same, then by their length of service in the feeder posts and if the length of service is also the same an older member shall be senior to a younger member.

12.3 In case of member of the Service whose period of probation is extended under Rule 8, the date of appointment for the purpose of this Rule shall be deemed to have been deferred to the extent the period of probation is extended.

12.4 Notwithstanding anything contained in These Rules, the seniority of the members of the service shall be the same, as it existed immediately before the commencement of These Rules.

13. **Pay & Allowances:**

13.1 Members of the service covered by the Sugar wage Board shall draw pay and allowance strictly in accordance with the wage Board in force.

13.2 Members of the service not covered by the Wage Board shall draw pay and allowances in identical or equivalent scale finding place in the Wage Board.

14. **Security:**

14.1 Members of the service when required to handle cash, stores & stocks shall furnish such amount of security in cash and or in the shape of cash and fidelity guarantee or tangible

assets or in cash and tangible assets or both as set forth in Annexure-"B", Provided that the security furnished by an ex-employee of the Mills shall be released on furnishing of a no objection/dues/demand certificate from the Head of the Department under whom he has been working.

- 14.2 The employees wishing to furnish security partly in cash & partly in the form of fidelity bond may opt to deposit 5% of their pay for purpose. This amount of security shall remain in their individual accounts with the Mills and the Mills shall pay ½% interest more than the commercial bank rate on such deposits with half yearly rates. The interest so accrued shall be credited to the account of the employee. The amount of security shall be released to the employees on superannuation/termination of his services or when otherwise discharges from the services of the Mills.

15. **Medical Allowances:**

A fixed Medical Allowance shall be paid to the employee of the Mills 60/- per month

Provided that expenditure incurred by an employees for his own treatment or the member of his family dependent upon him when treated as indoor patient in the Government Civil Hospital/or on reference by such hospital to Government Medical Colleges Hospitals or the PGI shall be reimbursed in full on the verification of the Authorized Medical Officer.

16. **Traveling Allowance**

In the matter of Traveling allowance, the employees of the Mills shall be governed mutatis mutandis by the provision of Punjab Civil Service Rules (Traveling Allowance Rules) Vol.111 as in force from time to time:

Provided that the rates of daily allowance admissible to the employees of the Mills shall be 1-1/2 times of the daily allowance admissible to the Government Employees drawing equivalent pay

17. **Leave**

17.1 Members of the Service shall be entitled to earned leave, casual leave & sick leave, as may be admissible under the statues governing the Sugar Industry. viz:

- a) Privileged/earned leave; as per provisions of the Factories Act 1948.
- b) Casual leave; 12 per annum or one day for every 30 days of duty during one Calendar year.
- c) Sick Leave: one day for every 30 days duty during one calendar year

- 17.2 During earned leave an employee shall be eligible for pay last drawn preceding the date he proceeds on leave.
- 17.3 Sick leave shall be sanctioned on the production of a Certificate of the Authorised Medical Officer.
- 17.4 Casual Leave can not be combined with any other kind of leave
- 17.5 No leave other than casual leave shall be granted to an employee who is under suspension. If an employee is absent during suspension, no subsistence allowance will be admissible for that period of absence.
- 17.6 A member of the service shall not accept any other service during the period of leave.
- 17.7 A member of the service shall not avail of leave in anticipation of sanction except in case of illness
- 17.8 The sanctioning authorities shall grant leave to a member of the service only if the exigencies of the work permit, and leave cannot be claimed as matter of right.
- 17.9 Members of the service who do not avail leave during the crushing season shall be entitled to extra wages in lieu there of at the close of the season
- 17.10 A member of the service shall not accumulate earned leave or sick leave beyond the limit of 90 and 30 days respectively.
- 17.11 A member of the service may be granted leave without pay for a period not exceeding four month at any one time by the Appointing Authority.
- 17.12. It shall be competent for the sanctioning authority to cancel the leave before it expires
- 17.13 It shall be competent for the Appointing Authority to fill up a leave vacancy on usual pay which shall cease to be existence from the date the old incumbent resumes duty.
- 17.14 For the purpose of leave, the authority competent to grant leave shall be as specified in Annexure "C"
- 17.15 While proceeding on leave, or absenting himself from duty in anticipation of the grant of leave, the employees shall intimate the address at which he can be contacted, failing which all communication from the Mills shall be served on him at the address available in his personal file.

18. **Record of Service**

The service record shall include confidential Reports and such Reports shall be maintained for such employee. The authority specified in Annexure "D" shall record the Annual Confidential Reports. The Appointing Authority shall allow the Regular increment in normal course. In the matter of Efficiency Bar, the Appointing Authority shall seek a special report from the Head of Department apart from Annual Confidential Reports.

19. Gratuity:

Members of Service shall be paid gratuity on the total salary (basic pay + D.A.) and there will be no limitation of salary as well as total amount of gratuity. All other terms and conditions will be as per the payment of Gratuity Act, 1972 as amended from time to time.

20. Penalties:

20.1 The following penalties may be imposed, as hereinafter provided, on the member of the service:-

A) Minor Penalties:

i) Censure

ii) Withholding of his promotion/increments

iii) Recovery from his pay of the whole or part of any pecuniary loss caused by him to the Mills by the negligence or breach of trust

B) Major Penalties:

iv) Reduction to a lower stage in the time scale of pay for a specific period with further directions as to whether or not the employee will earn increments of pay during the period of such reduction and whether on the expiry of such period, the reduction will or will not have the effect of postponing the future increments of his pay.

v) Reduction to a lower time scale of pay, grade, post, or service which shall ordinarily be a bar to the promotion of the employee to the time scale of pay, grade, post or service from which he was reduced with or without further directions regarding conditions of restoration to the grade or post or service from which the employee was reduced and his seniority and pay on such restoration to that grade, post or service.

vi) Compulsory Retirement

vii) Dismissal from the Services of the Mills which shall ordinarily be a dis-qualification for future employment in the Mills.

20.2 No punishment shall be imposed on any employee unless he is issued a show cause notice by the Punishing Authority indicating:-

(a) the allegation against him,

(b) the evidence in support of the allegation,

(c) the nature of punishment proposed to be imposed & the employee is afforded a reasonable opportunity to submit his explanation.

20.3 The appointing authority may, if it feels necessary, either himself conduct or cause to be conducted an enquiry against the employee in respect of such of the charges as or not admitted by him.

20.4 The Enquiry Officer shall conduct the enquiry in the presence of the employee, unless after due service of notice ex-parte proceedings are ordered to be taken against the employee, who will be afforded a reasonable opportunity for cross examining the witnesses produced in support of allegation against him and produce to necessary evidence in his defence.

20.5 The punishing authority shall consider the explanation submitted by the employee and the report of the enquiry officer, if any, and may imposed any of the punishment mentioned in this Rules

Provided that the punishment imposed shall not be more than the punishment proposed in the show cause notice.

20.6 The following acts or omissions shall be treated as his conduct comprehending the punishment as specified in the rules:-

a. Willful insubordination or disobedience, whether alone or in combination with others, of any lawful and reasonable order of the superior.

b. Illegally striking work either singly or with others or inciting others to do the same

- c. Theft, fraud, breach of trust or dishonesty in connection with the Mills business or property.
- d. Taking or giving bribe or any illegal gratifications.
- e. Habitual absence without leave for more than three separate occasions in the same wage period
- f. Habitual late attendance
- g. The collection or canvassing for the collection of any money for purposes not authorised to do so within the premises.
- h. Engaging in trade within the factory premises.
- i. Drunkenness or gambling or riotous or disorderly behavior while on duty in the mills premises
- j. Gross negligence or neglect of work.
- k. Habitual repetition of any act or omission for which fine may be imposed under the Payment of Wages Act, 1936
- l. Smoking in the factory premises in prohibited places.
- m. Willful damage to work in process or to any other property of the Mills
- n. Failure to observe safety regulations contained in the schedule and other safety instructions, unauthorised removal, interference with or damage to machinery guards, fencing and other safety devices installed in the Mills.
- o. Distributing or exhibiting or reading inside the factory premises any newspapers, hand bills, pamphlets or posters, without the previous sanction of the Managing Director.
- p. Refusal to work on another machine of the same type or work of similar nature not affecting the salary or status.
- q. Holding meeting & inside the factory premises and without the previous sanction of the Managing Director. Mills premises includes its administrative offices and residential quarters.
- r. Disclosing to any unauthorized person or persons any information in regard to the working or process of the Mills which comes into the possession during the course of work, the disclosure of which causes or is likely to cause harm to the business or reputation of the Mills.

- s. Sleeping while on duty
- t. Malingering or deliberate delaying of production.
- u. Not reporting to the Mill's doctor of the contagious disease, particularly venereal diseases from which the work man might be suffering and of which the workman is aware.
- v. Spitting within the places of work.
- w. Threatening or intimidating any workman or other employees of the Mills within its premises.

20.7 Any employee in the service of the Mills may be placed under suspension by the appointing authority in such cases where prima-facie dismissal or removal from services is the appropriate ultimate punishment.

The power of punishment of an employee in the service of the Mills shall vest in the appointing authority

Provided that the authorities specified in column 4 of Annexure "D" may impose any of the Minor penalties.

20.8 All orders awarding any punishment shall be communicated to the employees concerned in the writing, stating therein the grounds on which the punishment has been awarded.

20.9 No employee shall ordinarily be kept under suspension for a period exceeding six months at a time. The committee may in special circumstances extend the suspension period for a further period of 6 months. Subject to the provision of Labour Law, an employee who is under suspension shall be paid subsistence allowance equal to 50% of his pay unless he willfully absent himself from or delays the disciplinary proceedings.

21 **Appeal :**

An employee may prefer an appeal to the committee against any order passed by the Managing Director, and to the Managing Director against any order passed by an officer subordinate to him under Rule 20, within 30 days of the communication of the order of punishment. The appeal shall be presented to the Managing Director or convener of the committee, as the case may be, in person or by registered post, with a spare copy for the punishing authority and shall contain material statements and arguments on which the appellant realize but shall not contain any disrespectful or improper language and shall be complete in its self. The Punishing authority shall send its comments on the appeal together with relevant record to the Appellant Authority without any avoidable delay and even without waiting for any direction from the Appellant Authority.

The Appellant Authority after hearing the employee and examining the record of the case may pass orders and the order so passed shall be final.

22. Review:

- 22.1 Note withstanding anything contained in These Rules, the Board of Directors may Suo moto or otherwise, within 3 months of the date of the order proposed to be reviewed, confirm, modify, or annul such order or remit the case to the authority who passed the order, directing such authority to make further enquiry as it may consider proper in the circumstances of the case.

Provided that no order imposing or enhancing any penalty shall be made by the Reviewing Authority unless the affected employee(s) has (have) been given a reasonable opportunity of being heard.

- 22.2 Not with standing anything contained in These Rules, the Managing Director, Sugarfed, may suo moto or otherwise, at any time, with a view to reducing staff strength of the Mills so as to bring the staff strength in conformity with the approved staffing pattern (Appedix A) prepare or cause to be prepared reports of the same indicating interalia the inter-se seniority of the employees concerned., and direct the Managing Director of the Mills to lay the same before the Board of Directors of the Mills for review, modification or annulment as in the proceeding sub-rules.

23. Miscellaneous:

- 23.1 No employee shall except when generally or especially empowered or permitted in this behalf by the Board, communicate directly or indirectly any information which has come into his possession in the course of his official duties or has been prepared or collected by him in the course of such duties, whether from official sources or otherwise, to any other person, institution or to the Press.
- 23.2 No employee shall have any pecuniary transactions with individuals or institutions coming into contact with him in the course of his official duties or accept directly or indirectly on his own behalf or on behalf of any other person, or permit any member of his family to accept any gift, gratuity or reward from any person with whom he is concerned in the performance of his duties.
- 23.3 No employee shall canvass or otherwise use his influence in any way in an election to a public body constituted under the constitution of India or to any institution constituted under any Act of the Punjab, provided that he may cast his vote if he is eligible to do so. In the latter case, he shall so far as possible avoid giving any indication before hand of the manner in which he intends to vote.
- 23.4 No employee shall engage in any commercial business or pursue either on his own account or as agent for others not act as agent for an insurance company.

24. **Power of Interpretation:**

In case any dispute arises with respect to the proper interpretation & meanings of any of the provision of These Rules, the matter shall be referred to the Managing Director, Sugarfed, whose decision shall be final and binding.

25. **Power of Relaxation**

The Board of Directors of the Mills may, with the prior approval of the Managing Director, Sugarfed, relax any of the provisions of These Rules for reasons to be recorded and for eliminating any hardship to any member or class of members of the service.

26. **Savings:**

Matters not covered by These Rules shall be covered under the provisions of general law and/or the Rules applicable to the Punjab Government employees.

27. **Repeal :**

Any rules applicable to the members of the service immediately before the commencement of These Rules shall stand repealed.

Provided that any order or action taken under the rule so repealed shall be deemed to have been made or taken under the corresponding provisions of These Rules.

Provided further that These Rules shall be without prejudice to the provisions of any statute & rules framed there under.

S.NO.	Category of Employees	Amount of Security in the Shape of		
		Cash or	Tangible Assets or	Fidelity Bond
1.	Head Cashier/Cashier Incharge	30000.	Tangible Rs.50000 from two permanent members of which one must be an office Bearer/ Director of the Mills	Rs.15000 in cash fidelity bond for Rs.15000.00
2.	Cane Payment Clerk	10000	Tangible for Rs.20000 from one permanent member of the service	Rs.5000 in cash and fidelity Rs.5000
3.	Head Store Keeper/ Stores Incharge	25000	50000	-
4.	Asstt. Store Keeper	25000	50000	-
5.	Store Clerk/Boys	500	-	-
6.	Sugar Godown Keeper	1000	-	-
7.	Asstt. Sugar Godown Keeper	500	-	-
8.	Purchase Clerk	5000	10000	-

9.	Cane Centre Incharge	5000	10000	-
10	Railway Clerks/ Purchase Clerks	5000	10000	-
Reasonable for collection of material from Railway Station Yard/Goods Transport Office				
11.	Compunder	1000	-	-
12.	Guest House Attendent	1000	-	-

Annexure-C

For the purpose of leave competent authorities which can grant leave and upto what extent

S.No.	Kind of Leave	Competent Authority to Grant Leave	To Whom	Extent upto which Leave can be Granted
1.	Casual/ Sick Leave	i) Chairman/ Administrator	i) Managing Director	Full powers in respect of casual leave and upto 4 days in respect of sick leave.
		ii) Managing Director	i) All employees working in supervisory capacity and other employees	Beyond 4 days
		iii) Head of the Department	iii) All employees working in respective Department	Up to 4 days.
2.	Earned Leave	Managing Director	Employees covered by these rules.	

AUTHORITY COMPETENT TO WRITE ANNUAL CONFIDENTIAL REPORT

S.No.	Name of the Department	Ist Reporting Authority	IInd Reportig Authority	Final Authority
1	Accounts Department	Assistant Accounts Officer	Chief Accounts Officer	Managing Director
2	Cane Department	Asst. Cane Development Officer /Deputy Cane Development Officer	Chief . Cane Development Officer	-do-
3	Engineering Department	Assistant Engineer/Deputy Chief Engineer	Chief Engineer	-do-
4	Manufacturing Department	Manufacturing Chemist/Deputy Chemist	Chief Chemist	-do-
5	Laboratory	Lab Incharge	Manager Quality Control *'	-do-
6	Office	Office Superintendent	Managing Director	
7	Watch and Ward Department	Security Officer	Managing Director	
8	Sugar Sales Purchase and Stores	Chief Accounts Officer	Managing Director	

* if the post exists, otherwise Managing Director