

Uttarakhand Seeds & Tarai Development Corporation Ltd.
General Service Rules

The Board of Directors hereby make the following Rules, regulating recruitment to posts in and to provide for general conditions of service of persons serving or hereafter appointed in this Corporation. These Rules shall supersede all previous resolutions or orders on the subject.

CHAPTER : 1		Preliminary
SHORT TITLE & COMMENCEMENT	(1)	These Rules shall be called the U.K. Seeds & Tarai Development Corporation Limited General Service Rules.
	(2)	They Shall come in force with effect from 03.12.83
APPLICABILITY :	(1)	These Rules shall apply to every whole time employee of Corporation except those :-
	(i)	Who are subject to the Industrial or Labour Laws and the Rules, Regulations or Standing Orders made pursuant to any enactment on the subject of such laws.
	(ii)	Who are working on deputation from the State Government or from Local Bodies or any other Organisation. The staff under this category will be governed by service rules of their parent department /organisation as well as the terms of deputation.
	(2)	Nothing in those rules shall apply to the Managing Director unless the application to him of all or any of these rules have been approved by the Board of Directors.
DEFINITION :		In these rules unless there is anything repugnant to the subject or context:
	(i)	"Appointing Authority" means the authority empowered to make appointments.
	(ii)	"Average Pay" Except as provided otherwise average pay means the average monthly pay earned during the 10 complete months immediately preceeding the month in which the event which necessitate the calculation of average pay occurs.
	(iii)	"Board" means the Board of Directors of the Corporation.
	(iv)	"Chairman" means the Chairman of the Corporation.
	(v)	"Competent Authority" means an authority whether designated as such or not who is competent to exercise any or all the powers under these Rules or to

whom powers in respect of any or all the Rules have been delegated by the Board, Chairman or the Managing Director, as the case may be.

- (vi) "**Corporation**" means the U.K. Seeds and Tarai Development Corporation Ltd.
- (vii) (A) "**Duty**" Duty includes :-
 - (a) Service as a Probationer.
 - (b) Joining Time.
 (B) "Any & period declared as duty by the competent Authority.
- (viii) "**Employer**" means the Corporation.
- (ix) "**Enquiry Officer**" means an officer so appointed by the competent Authority to conduct inquiry in relation to an act of commission/and /or commission by an employee.
- (x) "**Family**" of employee means and includes single spouse legally adopted and legitimate children, step children, Parents unmarried or widowed lineally descended sisters or brother wholly dependent on him.
- (xi) "**State Government**" means Government of Uttarakhand.
- (xii) "**Head Office**" means the Registered office of the Corporation.
- (xiii) "**Managing Director**" means the Managing Director of the Corporation and in relation to any power exercisable by him.
- (xiv) "**Month**" means a complete calendar month irrespective of the number of days.
- (xv) "**Pay**" means amount drawn monthly by any employee as.
 - (a) basic pay sanctioned for the post;
 - (b) special pay or personal pay;
 - (c) any other emoluments which may be specially classed as pay by the Board. It does not include dearness allowance, bonus, travelling allowance or such other allowance
- (xvi) "**Personal Pay**" means additional remuneration of any employee :-
 - (a) to save him from any loss of substantive pay in respect of regular post other than a temporary post due to revision of pay or to any deduction of such pay otherwise than as a disciplinary mean; or

- (b) In exceptional circumstances or other personal consideration.
- (xvii) **"Regular Employee"** means an employee whose employment by the terms of his engagement is terminable by three months notice or who has been made regular against a sanctioned post without limited of time under the Corporation.
- (xviii) **"Temporary Employee"** means an employee whose appointment in accordance with the letter his engagement is made terminable by one month's notice on either side or pay in lieu thereof.
- (xix) **"Temporary post"** means a post created as temporary measure.
- (xx) **"Probationer"** means an employee who is provisionally employed to fill a vacancy or promoted to any post in the corporation and is under probation i.e. he has not completed the specified period of probation or extended period of probation as the case may be and not issued with a written order of the competent authority for successful completion of probation.
- (xxi) **"Rules"** means and includes the U.K. Seeds and Tarai Development Corporation Limited. General Service Rules and all modifications thereof.
- (xxii) **"Special Pay"** means an addition, of the nature of pay to the emoluments of a post or of an employee granted by the management in consideration of :
- (a) The arduous nature of the duties; or
 - (b) A specific addition to the work or responsibility.
- (xxiii) **"Service"** means service in the Corporation.
- (xxiv) **"Superannuation"** in relation to an employee means the attainment by him of such age as has been fixed in the by-laws as the age on the attainment which the employee shall vacate the employment.

AMENDMENT TO
THESE RULES

- (1) Any amendment by way of addition, alteration or deletion in these rules shall be made only under the authority of or resolution of the Board and shall be modified to the employees either by circulation or by publication on the Notice Board of the Corporation or in any other manner decided by the Board.

- (2) Any irregularity or accidental omission in notifying an amendment in these Rules shall however, not invalidate such amendment.

POWER TO RELAX

Where the Board is satisfied that the operation of any Rules causes under hardship in any particular case; it may not withstanding anything contained in Rules applicable to the case by resolution, dispense with or relax the requirement of that Rule to such extent and subject to such conditions as it may consider necessary for dealing with the case in just and equitable manner consistent or commensurate with the interest of the Corporation.

INTERPRETATION & IMPLEMENTATION

6. (i) The Power to interpret the Rules vests in the Managing Director who may issue such administrative instructions as may be necessary to give effect to and carry out the provisions of these Rules.

(iii) If any employee feels aggrieved as regards the interpretation or implementation of any of these Rules he shall have a right to appeal to the Chairman whose decision shall be final and binding on all concerned.

(iii) The Board or the Managing Director, under proper authority from the Board may delegate any of his powers for the issue of such administrative instruction to an Officer of the Corporation as he may from time to time specify.

CHAPTER –II

GENERAL CONDITIONS OF RECRUITMENT

CLASSIFICATION OF POSTS :

7.(1) The classification of the posts under the Corporation for purposes of appointment control and discipline shall broadly be as in Annexure "A"

(2) The Board may however change the classification in respect of any particular class or classes of posts.

(3) The Board shall also fix from time to time number of posts in all categories and their pay scales.

NATIONALITY :

8. A candidate for recruitment to a post or service under the Corporation must be :-

(a) A Citizen of India , or

(b) A Tibetan refugee, who came over to India

before January 1, 1962 with the intention of permanently settling in India , or

- (c) A person of India Origin who has migrated from Pakistan, Burma, Ceylon and East African Countries of Kenya, Uganda and the United Republic of Tanzania (formerly Tanga nayika and Zentbar) with the intention of permanently settling in India.

Provided that a candidate belonging to category (b) or (c) above shall be a person in whose favour a certificate of eligibility has been issued by the state Government.

Provided further that candidate belonging to category (b) will also be required to obtain a certificate of eligibility granted by the Deputy Inspector General of Police Intelligence Branch, U.K

Provided also that if a candidate belongs to category (c) above no certificate of eligibility will be issued for a period of more than one year and such candidate may be retained in service after a period of one year only if he has acquired Indian Citizenship.

NOTE :

A candidate in whose case a certificate of eligibility is necessary but the same has neither been issued nor refused may be admitted to an examination or called to an interview arrange for selection and may also be provisionally appointed subject to the necessary certificate being obtained by him or issued in his favour and made available to the Corporation within the time stipulated therefor by the Corporation or any person authorised in that behalf.

AGE

- : 9. 1. A Candidate for direct recruitment to a post under the Corporation shall not be less than 18 years of age. The upper age Limit shall be 42 years on 1st July of the year of recruitment to be relaxable up to 5 years in the case of exceptionally experienced candidates.
- 9.2. The maximum age Limit will be relaxable up to 5 years in the case of scheduled caste, scheduled tribes, backward caste etc.
- 9.3. Every employee shall at the time of his initial appointment produce proof of his age to the satisfaction of the Appointing Authority.
- 9.4. The Proof of age to be produced by the employee shall be the certificate of his having passed the High School or equivalent examination or for reason beyond his control. It is not possible for him to produce other proof of age to the satisfaction of the Appointing Authority.

9.5. Date of birth of an employee recorded in the certificate of his having passed the High School or equivalent examination or where an employee has not passed any such examination as aforesaid, the date of birth or the age recorded in his service book at the time of his entry into a service shall be deemed to be his correct date of birth or age as the case may be, and no application or representation shall be entertained for correction of such date of age in any circumstances whatsoever.

QUALIFICATION : 10. The Board or the Appointing Authority shall lay down the minimum essential qualifications, desirable qualification and also specific experience required for various posts.

CHARACTER : 11. The Character of the directly recruited candidates will be got verified through police and appointment will be made, if the report does not render him unsuitable for the success.

NOTE : Person dismissed by the Union Government or a State Government or by any Corporation, undertaking or Body owned or by local Authority shall be deemed to be ineligible. A conviction need not of itself involve the refusal of a certificate of good character. The circumstances of the conviction should be taken in to account and if they involve no moral turpitude or association with crime violence or with a movement which has as its object to overthrow by violent means a Government by law established the more conviction may not be regarded as a disqualification.

PHYSICAL FITNESS 12. No person shall be appointed to a post unless he is in good mental and bodily health and free from any physical defects likely to interfere with the efficient performance of his duties. For this purpose, every candidate will be required to appear before such medical authority as may be specified by the Appointing Authority. The Appointing Authority may direct medical examination of an employee at any time, during the period of his service, if he is satisfied that doing so will be in the interest of the Corporation or terminated without any notice.

MARTIAL STATUS : 13. 1. No Male candidate who has more than one wife living and no female candidate who has married a man already having a wife living shall be eligible for appointment to posts under the Corporation.

13. 2. The Appointing Authority may if satisfied that there are special grounds for exempting any person from the operation of this rule refer the matter to the Board whose decision shall be final.

**RESERVATION OF
POSTS**

14. Reservation for candidates belonging to Scheduled Cstes, Scheduled Tribes, Backward Classes in respect of posts under the Corporation shall be in accordance with such orders of the State Government for their reservation as may from time to time be issued or made applicable through the issue of guidelines and /or directives.

CHAPTER –III

RECRUITMENT AND APPOINTMENT

**CREATION OF
POSTS**

15. 1. The Board may from time to time create such posts at it may consider necessary. The Board shall from time to time determine the number of posts of each description in the service of the Corporation.

15.2. Powers to create posts shall not be delegated by the Board. However, the Board may delegate the Powers to create posts on an adhoc basis to meet any emergent situation up to a maximum period of six months.

**APPOINTING
AUTHORITY**

16. The Board shall prescribe the various appointing authorities from time to time and until so prescribed the Managing Director shall be the Appointing Authority.

**SOURCE OF
RECRUITMENT**

17.1. Appointment may be made either :

- (a) by direct recruitment;
- (b) by promotion from amongst the Corporation employees through a departmental test or an interview or selection or by any other manner, prescribed by the appointing authority from time to time.
- (c) by deputation or reemployment or on contract basis.
- (d) from any other source as approved by the Board.

17.2. Group –A Posts Except Managing Director and General Manager in the Corporation will be selection posts and will be filled by written test by open market. 88% marks will be assigned for written and Examining 12% may be assigned for performance in interview. Other fifty percent reserved for being filled up by promotion from eligible employees within the Corporation.

17. 3. Fifty percent of the Group–B posts will be filled by open market selection and other fifty percent reserved for being filled up by promotion from eligible employees within the corporation. If however, at any time it is found that sufficient number of employees are not available for filling in the quota by promotion the Corporation may fill

those posts also by open market selection. There will thus be no rigidity about quota for direct recruitment or by promotion and there will not be any carry over of vacancies to subsequent years. Promotions within the various posts falling under Group-C will be made 50% from amongst the Corporation's employees on the basis of seniority subject to the rejection of the unfit and 50% by direct recruitment. Group-C posts at the lowest stage will be filled to the extent of 25% by promotion from Group-D provided suitable candidates with requisite qualification are available and 75% percent by open market recruitment.

17.4. **Not with standing** anything contained in the above Rules regarding source of recruitment the Board will have full powers to modify the sources of recruitment or the stipulated percentage for direct recruitment/promotion and the Board's decision shall in each case be final so however, that the Board shall in taking its decisions adhoc strictly to the directions if any issued by the state Government from time to time.

SELECTION

18. Subject to the Provisions of Rule 14 and Rule 17 the Board may decide from time to time the mode of selection for filling up various posts in the Corporation either by direct recruitment or by promotion within its cadre. The selection Committee consisting of not less than three persons, duly constituted by the appointing authority draw up a panel of names of candidates for selection arranged in order of performance and furnish it to the Appointing Authority together with its recommendation in the order of merit. Any panel prepared in this manner will remain alive for one year, from the date of its finalisation and in the case of vacancy during the said period of one year the Appointing Authority may without calling for fresh applications, appoint the candidate/candidates in the order in which their names are arranged on the panel.

COMMENCEMENT OF SERVICE

19. Except otherwise provided by or under these Rules, service of an employee shall be deemed to commence from the working day in the forenoon of which he reports for duty at the place and time intimated to him by the competent authority. In case of candidate joins in the afternoon the service shall be deemed to commence from the next following day.

PROBATION

20. Any employee whether appointed directly for the first time against a regular post or so promoted to regular post in the Corporation shall be placed in probation for a period of one year from the date of joining the new post. Provided that the Board may in exceptional cases such as

the appointment of experts and the like waive the requirement of probation.

20. 2. The performance of the employee in the new post will be watched during the period of probation and the appointing authority may extend the period not exceeding one year without assigning any reason therefor.

DISCHARGE
DURING
PROBATION

21. 1. Any employees directly recruited to a post may at any time, during or at the end of the period of probation or during the extended period of probation as the case may be discharged from the service of the Corporation under the orders of the Appointing Authority without assigning any reason or giving the notice or pay in lieu therefor.

21.2. An employee promoted to a higher post on probation may be reverted by the competent authority to his original post any time during or at the end of probation or the extended period of probation, as the case may be, without assigning any reason therefor.

REGULARISATION

22. A Probationer may be given a regular appointment by an order in writing at the end of the period of probation or the extended period of probation as the case may be if his work and conduct are reported to be satisfactory, his integrity is certified and the appointing authority considers him to be otherwise fit for appointment.

23.1 Unless otherwise agreed upon in writing between the Corporation and the regular employee, an employee may resign from the services of the Corporation at any time or giving to the corporation at least 3 months notice in writing of his intention to do so or on payment of sum equivalent to the amount of salary for the period of notice or as the case may be for the period of three months.

23.2. Unless otherwise agreed upon in writing between the corporation and the regular employee, the corporation shall be entitled to terminate the services of an employee without assigning any reason of giving him not less than 3 month notice in writing or on payment of a sum equivalent to the amount of salary for the period of notice or as the case may be for the period by which such notice falls short of the said period of 3 months.

23.3. The Services of employees other than regular employees can be terminated at any time without assigning any reason by giving him one month notice or pay and allowances in lieu thereof.

23.4. No such notice or pay in lieu thereof as aforesaid will be required to be paid when the service of an

employee is terminated by way of punishment for an act of misconduct or where an employee retires on attaining the age of retirement or superannuation.

ACCEPTANCE OF RESIGNATION

24. The resignation of an employee shall not be effective unless it is accepted by the competent authority. The Competent Authority may refuse to accept the resignation if :-

- (i) The employee is under an obligation to serve the Corporation for a specified period which has not yet expired, or
- (ii) The employee owes the Corporation any sums of money and /or other liabilities till such time as the said amount is paid or the liabilities is discharges; or
- (iii) For any other sufficient grounds to be recorded in writing.
- (iv) The employee resigning from the service of the Corporation will be required to give due notice as required in the terms of appointment.

SENIORITY

25. A categories gradation list of all the regular employee of the Corporation shall be maintained for determining the interse seniority of an employee within the category. The Managing Director may order that the gradation list for any particular category shall be prepared for the Corporation as a whole or separately for each of its units.

NOTE :

- (i) Where the seniority of an employee has not been specially fixed by an order of the appointing authority it will ordinarily be fixed on the basis of the date of his initial regular appointment in the category. Whenever more than one person have been appointed in a category on the same date their interse seniority shall be approved by the Competent Authority.
- (ii) Where Appointment has been made as a result of promotion and no merit list has been prepared in terse seniority of the employee in the next grade in one selection shall be fixed in accordance with their seniority in the lower grade from which they were promoted.
- (iii) Where an Appointment in the same category and in the same grade is made on the same date by promotion and by direct recruitment an employee appointed by promotion shall be deemed to be senior to the employee recruited directly.

RETIREMENT

26. An employee shall ordinarily retire at the age of 60 years.

CHAPTER –IV**PAY ALLOWANCE AND OTHER SERVICE CONDITION****PAY ON
RECRUITMENT**

27. An employee directly recruited shall draw pay and allowances applicable to the post, provided that, in deserving cases, a higher, starting salary may be allowed by the Board or the appointing authority.

27.2 Unless the Board otherwise prescribe the fixation of pay is to be carried out in the cases of promotion, keeping in view the relevant Government Rules contained in Financial Hand Book, vol. II to IV on the subject

**FIXATION OF PAY
ON DEPUTATION
AND ON CONTRACT**

28.1 In case of employees recruited from Government service or from other services on deputation the terms and conditions shall be as agreed between the Corporation and the lending employer.

(2) In case of employees on contract, the fixation of pay will be in accordance with the conditions of contract between the Corporation and employee concerned.

ANNUAL INCREMENT

29.1 An annual increment may be allowed to an employee in accordance with the provisions of sub-rule (2) and at the rate as shown in the scale of pay on the employee concerned unless the increment has been withheld as disciplinary measure or at the Efficiency Bar.

(2) All the employee (except those who are governed by the pay scales of the relevant Wage Board), whose increments are due in the present system on the different dates of calendar month will be granted increment on the first day of the month in which the increment fall due.

(3) If probation is extended such extension will not count for increment unless the Appointing Authority directs otherwise.

(4) An employee who has remained off duty on extra ordinary leave, study leave or any other such similar leave, the date of increment shall correspondingly be shifted and the period of such leave shall not be counted for the purpose of increment. An employee who officiates in a higher post or in a higher scale of pay shall be eligible to count for increment the period spent by him on such higher post or higher time scale of pay in his lower post when reverted to that post of time scale of pay.

PREMATURE INCREMENT

28(B) To reward an employee for excellent performance and in order to motivate him for continuous excellent performance the appointing authority may grant premature increment subject to a maximum of three to an employee in the time scale of pay.

CROSSING OF EFFICIENCY BAR

30.1 No employee shall be allowed to cross an efficiency bar unless the Appointing Authority is satisfied that he has been working efficiently and to the best of his ability and that his integrity has been certified.

30.2. An employee may be allowed to cross the efficiency bar in the time scale of his pay on the basis of his character rolls and the overall satisfaction of appointing authority and /or passing of any departmental examination (s) prescribed in this behalf.

DEARNESS ALLOWANCES

31. The Board may decide, from time to time the rate and amount of dearness allowance that may be admissible to the different classes and categories of employees subject to the guidelines/directives issued by the State Government from time to time. They may also prescribe the terms and conditions relating to the grant of such allowances.

OTHER ALLOWANCES

32. The Board may decide and regulate the grant of other allowance and amenities e.g. city compensatory allowance, house rent allowance conveyance allowance, medical facilities etc. This list is only illustrative and a mention in these Rules does not entitle an employee to the grant of these allowances unless granted by the Board. At the time of granting such allowances, the Board shall be guided by the guidelines/ directives issued by the state Government from time to time.

BONUS

33. Payment of Bonus to the employees, wherever will be regulated by the payment of Bonus Act, 1965 as amended from time to time and also by the decisions of the Board taken from time to time.

WORKING HOURS

34. The employees shall observe the working hours as may be prescribed from time to time by the Managing Director or by any competent authority authorised by him.

HOLIDAYS

35. The holidays to be observed by the employees of the Corporation in each calendar year shall be as prescribed by the Managing Director who shall take in to account the Statutory Regulations that are in force.

TRANSFERS

36. An employee may be posted or transferred to any place in India. When an employee is transferred or promoted from one post or the other involving a change of headquarters he will be entitled to joining time, transfer allowances etc., as may be determined by the Board from time to time and until so determined the Rules and Regulations applicable to similar classes of State Government employees shall be applicable.

Provided that the Board may in special circumstances relax the provisions of this Rule and permit such allowances etc. as it may consider necessary in any particular case.

TOURS

37. An employee may be sent on tour in the course of his official duties any where in India by the competent Authority.

GRATUITY

38. Employees covered by the payment of Gratuity Act. 1972 will be paid gratuity according to the provisions of the Act. For employees who are not covered by the Act. payment of gratuity shall be regulated by the decisions of the Board taken from time to time subject to the general directions/ guidelines issued by the State Government.

SUPERANNUATION BENEFITS OR GENERAL PROVIDENT FUND & OR FAMILY PENSION SCHEME

39. The Board may decide as to the type of Provident Fund to be established for the welfare of the employees, e.g. contributory Provident Fund, Employees Provident Fund and Family Pension Scheme etc. The employees contribution, the employers contribution, the method of deduction Rules and regulations regarding withdrawals etc. will be those as may be provided in the specific Rules prepared and approved by the Board for the establishment and operation of such Provident Fund Scheme.

SCOPE OF SERVICE

40.1. Unless otherwise distinctly provided the whole time of an employee shall be at the disposal of the Corporation and he shall serve the Corporation in such capacity and at such places as he may be directed from time to time.

40.2. Rules, Regulations and Instructions of the Corporation and all arrangements, systems methods and procedures in force and those promulgated by the Corporation in the future for the purposes of regulating work, safety, discipline, cleanliness, good conduct, avoidance of waste of time, materials and money shall be binding and shall be observed by the employees; he shall comply with and obey all orders

and directions that may from time to time be given to him by and person under whose control or superintendence he may be.

40.3. An employee shall serve the Corporation honestly and faithfully and shall do his utmost to promote the interests of the corporation and shall show courtesy, attention and diligence in all transactions with any and every person with whom he may come in to contact in his official capacity.

ATTENDANCE :

41. An employee shall comply with instructions issued from time to time relating to the recording of time and arrival for work and departure from the place of work period of duty hours of work etc. which will be noted.

ABSENCE FROM STATIONS

42. No employee shall leave the station of duty without obtaining prior permission from the competent authority.

APPLICATION FOR EMPLOYMENT ELSEWHERE

43. An employee seeking employment elsewhere outside the Corporation shall not send his application except through the Corporation. The Corporation reserves the right to with hold any such application without assigning any reason therefor.

PUBLICATION OF WRITEN ARTICLES

44. Subject to his legal right no employee shall publish or cause to be published an article written by him on any matter whatsoever in any newspaper, journal or other publication without the written permission of the competent authority. Such permission shall however, not be necessary for the publication of articles which have no bearing on the affairs of the Corporation and which do not directly or indirectly affect the interests of the Corporation in any manner whatsoever.

PUBLIC SERVANT

45. All the employees of the Corporation are public Servants under Section 21 of I.P.C. part 12 B.

EFFECT OF ENFORCEMENT OF THESE RULES

46. These rules shall apply to all the employees of the Corporation who are in service on the date of enforcement of these Rules and to those who join the service subsequently.

The employees who are in the service of the Corporation shall give an undertaking within a month of the date of enforcement of these Rules that they have read and understood the Rules and accept the same. On refusal to accept these Rules the appointing

authority may consider termination of their employment on the basis of the terms and conditions of employment. All the employees, who join service subsequent to the enforcement of these Rules shall be required to give the above undertaking before joining their post in the Corporation.

DELEGATION OF POWER

47. Except as herein specifically provided these Rules are subject to the delegation of powers sanctioned by the Board from time to time.

CHAPTER – V

LEAVE RULES

RIGHT OF LEAVE

48. Leave cannot be claimed as of right. When the exigencies of the service so require, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant it.

EARNING OF LEAVE

49. Leave is earned by duty only. Willful absence from duty after the expiry of leave may be treated as misconduct.

LEAVE SANCTIONING AUTHORITY

50. Except as expressly prescribed otherwise, leave other than leave extending beyond the date of retirement may be granted by such authorities of the Corporation as the Board may by Rules or orders specify.

COMMENCEMENT AND TERMINATION OF LEAVE

51. Leave ordinarily begins on the day on which transfer of charge is effected and ends on the day preceeding that on which the charge is resumed. Sunday or other recognised holidays may be prefixed or suffixed to leave or joining time subject to such conditions and under such circumstances as the Board may, by rules or by order prescribe.

CONDITION OF LEAVE

52. Except as provided under the rules any kind of leave under these rules may be granted in continuation of or in combination with any other kind of leave.

EMPLOYMENT DURING THE LEAVE

53. An employee on leave shall not take up any service or accept any employment without obtaining the previous sanction of the competent authority.

RECALL FROM LEAVE

54. (i) All orders recalling an employee to duty before the expiry of his leave should state whether to return to duty is optional or compulsory.
(ii) 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 Rules made in this behalf by the Board for the Journey but until he joins his post he shall draw leave salary only.

**RETURN ON DUTY
ON EXPIRY OF
LEAVE**

55. Unless he is permitted to do so by the authority which granted his leave, an employee on leave may not return to duty before the expiry of the period of leave granted to him.

CASUAL LEAVE

56. An employee shall be entitled to casual leave not exceeding 14 days in a calendar year and not more than 3 days at any one time provided that if an employee joins the service of the Corporation during the currency of the calendar year, the sanctioning authority may at its discretion, grant casual leave proportionately.

**COMBINATION OF
CASUAL/ SPECIAL
LEAVE WITH ANY
OTHER LEAVE
PROHIBITED.
EARNED LEAVE**

57. Casual leave will not be combined with any other leave and shall lapse with the close of the calendar year.

58. The rate of earned leave by an employee during his span of service. the maximum amount that can be accumulated before further accumulation starts lapsing, the amount of leave that could be granted to an employee at a time shall all be similar to the relevant rules and regulations applicable to the state Government employees. Employees on deputation and employees on contract shall also be governed by the prevalent leave rules in the Corporation unless provided otherwise at time of their appointment / deputation.

**LEAVE ON HALF
AVERAGE PAY ON
PRIVATE AFFAIRS.**

59. An employee to whom these rules apply may also be granted leave on private affairs not exceeding one hundred and eighty days in all during his entire service. Such leave shall be earned by him at the rate of one eleventh of the period spent on duty and shall not on any one occasion be granted for more than ninety days.

Provided that no leave may be granted under this rules unless the authority competent to sanction leave has reason to believe that the employee will return to duty on its expiry.

**EXTRAORDINARY
LEAVE**

60. (1) Where no other is admissible under the rules, Extraordinary leave, calculated at the rate of 15 days for each completed year of service, ordinarily not exceeding 120 days on any one occasion and not exceeding 365 days during the entire period of his service may be granted to an employee.

(2) Authority which has power to sanction leave may grant extraordinary leave under this rule in combination with or in continuation of any leave that is admissible and may commute retrospectively the

period of absence without leave into extra ordinary leave.

(3) Where an employee to whom this rule applies, fails to resume duty on the expiry of the maximum period of extraordinary leave granted to him under this Rule or where such an employee is granted a lesser period of extraordinary leave than the maximum period admissible remains absent from duty for any period which together with extraordinary leave granted, exceeds the limit up to which he could have been granted such leave under this rule he shall unless the competent authority in view of the exceptional circumstances of the case decides otherwise, be deemed to have resigned his appointment and shall accordingly, cease to be in corporation's employment, Provided that in all cases where it is proposed to consider the services of an employee to have ceased under sub-clause (3), the Competent Authority shall give a notice in writing to that effect to the said employee.

LEAVE ON THE MEDICAL CERTIFICATE

61.1 All the Officer and Employee of the Corporation shall be allowed 10 (Ten) days medical leave in the year. The nature of Medical leave shall be alike earned leave meaning thereby that the employee will earn 10 days medical leave every year and the same, if not availed of during the year, will be carried over to the next financial year.

The Managing Director of the recommendation of Officer of the concerning hospital not below the rank of Medical Superintendent shall sanction leave maximum for 60 days in cases of serious disease or admission in the hospital. If medical leave is needed from more than 60 days approval of the board of the Director Shall be necessary. The excess medical leave, if availed of over 10 days, shall be adjust during the next years at the rate of 10 days every year.

The directives which will be given by the State Bureau of Public Enterprises, Uttarakhand in respect of medical leave provisions from time to time shall also be followed by the Corporation.

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

61.3 No employee who has been granted leave on medical certificate may return on duty without first

producing the medical certificate for fitness in such form as the Board may prescribe.

SPECIAL LEAVE

62. Special leave is applicable to an employee who has undergone treatment for Tuberculosis or Cancer or any other such disease provided the application for such special leave is supported by a certificate from a qualified specialist and the employee does not leave to his credit any other leave. The sanction of special leave regulation of pay and allowances during the period of special leave etc. shall, however, be decided by the Board in each case.

MATERNITY LEAVE

63. (a) Maternity leave on full pay which a female employee, whether regular or temporary may be drawing on the date of proceeding on such leave may be granted to her by the competent authority for a period 135 days supported by certificate from the Authorised medical attendant which may not extend. :-

(i) In case of confinement up to the three months from the date of commencement of the leave.

(ii) In cases of miscarriage, including abortion upto a total period of six weeks on each occasion provided that the application for leave is supported by a certificate from the authorised medical attendant.

Provided that such leave shall not be granted for more than three times during the entire service including temporary service.

Provided further that no such leave shall be admissible until a period of atleast two years has elapsed from the date of expiry of the last maternity leave granted under this Rule.

NOTE :-

In the case of person to whom the provisions of Employees State Insurance Act. 1946 apply leave salary payable under this Rule shall be reduced by the amount of benefit admissible under the said Act for the corresponding period.

63. (B) Maternity leave shall not be debited against the leave account and may be combined with leave of any other kind.

NOTE :-

(1) Regular leave on continuation of maternity leave may also be granted in case of illness of newly born baby subject to the female employee producing a medical certificate from the Authorised Medical Attendant to the effect that the ailing baby warrants the mothers personal attention and that her presence at the baby's side is absolutely necessary.

(2) In the case of temporary employee, the leave

granted under the rules shall not extend beyond the period the appointment is likely to last.

STUDY LEAVE :

64. Study leave may be granted by the Board to an employee for the purpose of undertaking studies of a scientific, technical or of a specialised nature in or outside India, where the Board is satisfied that it would be in the interest of the Corporation to do so. An employee granted study leave by the Board shall have to execute a Bond as in Appendix 'B' for serving the corporation on his return from leave.

LEAVE SALARY

65.1 Except as provided otherwise in these Rules, an employee, who is on leave shall during the leave draw leave salary as mentioned in sub-Rules (2), (3), (4) and (5) of this Rule.

65.2 If an employee proceeds on earned leave, or on leave on medical certificate against the limit of twelve months laid down in Rule 62, he shall subject to sub-rule(3) be entitled to leave salary equal to pay or the substantive pay to which the employee is entitled immediately before the commencement of the leave whichever is greater.

65.3 If he proceeds on leave on private affair or on leave on medical certificate under provision to sub-rule(1) of Rule 62 to leave salary equal to half the amount specified in sub- Rule(2) or sub-rule (3) above as the case may be subject to a maximum of Rs. 750/- Provided that the limit of Rs. 750/- shall not apply if the leave is for pursuing and approved course of study otherwise than on study leave terms.

65.4 If he proceeds on extra ordinary leave he shall not be entitled to any leave salary.

OBLIGATION TO FURNISH ADDRESS DURING LEAVE

66. Every employee shall before proceeding on leave intimate to the authority granting the leave the address during the period of leave and any change in place during the leave shall also be intimated likewise to the said authority.

POWER TO REMOVE

67.1 If any difficulty arises in giving effect to the provisions of these Rules the Board may by a general or special order do any thing not in consistent with the provisions of Financial Hand Book Volume II to IV of the Government of Uttararakhand which appears to be necessary or expedient for the purpose of removing the difficulty.

67.2 In particular and without prejudice to the generality of the foregoing powers any such order may provide for the adaptation or modification of these Rules.

DISABILITY LEAVE

68.1 An employee who is disabled due to injury by accident in the discharge of his duty and the disability manifests itself within three months of the occurrence to which it is attributed will be granted leave of the type due to him for the period of his forced absence as may be certified by the authorised medical attendant and will be paid the leave salary due under these Rules.

68.2 If the disability is so exceptional in character or the circumstances of its occurrence are such as to justify prolonged and /or unusual treatment, the employees may, with the sanction of the Managing Director be granted special disability leave on full pay for a period not more than 4 months at a time. This leave will not be debited to the employees leave account and can be combined with any other kind of leave except casual leave.

68.3 The period of special disability leave should be certified by a Medical Board to be constituted by the Managing Director.

68.4 Special disability leave will be treated as duty for all purposes and will not be sanctioned till all other leave admissible with leave salary been exhausted.

68.5 Not more than twelve months special disability leave shall be sanctioned during the employee's entire period of service.

ANNEXURE 'A'

- 1. OFFICERS** : Post carrying a scale of pay with a maximum of which is Rs. 1,450/- (Revised Grade Pay Rs. 6600/-) or more. Group 'A'
- 2. OFFICERS** : Post carrying a scale of pay maximum of which is Rs. 1000/- (Revised Grade Pay Rs. 5400/-) or more but less than Rs. 1450/- (Revised Grade Pay Rs. 6600/-) Group 'B'
- 3. ASSISTANT SUBORDINATE MINISTERIAL ETC.** : Post carrying a scale of pay with a minimum of Rs. 200/- (Revised Grade Pay Rs. 1900/-) or above and with a maximum up to Rs. 999/- (Revised Grade Pay Rs. 4200/-) apprentices irrespective of stipend (even if is less than Rs. 200/- per month) will also be classified under this group) Group 'C'
- 4. OTHERS** : All other remaining posts Group 'D'
- Note : The Board may however change the classification in respect of any particular class or classes of posts.

APPENDIX 'B'

(See Rules 65)

THIS INDENTURE IS MADE ON THEday
of and Two thousand
..... BETWEEN THE.....
.....hereinafter
mentioned as " the First party" of the First part and
.....Son of resident
of.....
.....
hereinafter called as "the Second Party" of the second part and Sri.....
.....resident
of.....(1st surety) and
Sri.....son of.....
.....resident
of(second surety) (hereinafter
collectively referred to as the sureties) of the third part:

WHEREAS THE SECOND PARTY WHO IS SERVING THE FIRST PARTY
asdesired to proceed
on study leave for a period
of.....
in and the First Party has agreed to grant
such leave on such salary and allowances as may be admissible under the
rules on the terms and conditions hereinafter appearing.

* Here write name of the Corporation.
NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. That the second party shall strictly follow the programme of his study at a recognised institution as approved by the first party and no subsequent change in the course of his study shall be made without the prior approval of the first party.
2. That the first party will be entitled at any time to terminate the study leave of the second party without assigning any reason therefor.
3. That on the completion of the course of his study second party shall submit to the First party a certificate on the proper form together with certificates of examination passed or the special duty showing the dates of commencement and termination of the course with remarks if any by the instructors.
4. That the second party agrees and binds himself to serve the First party if so recruited for a period of at least three years form the expiry of his leave and after completing his course of study in accordance with the instructions of the First Party and on a salary considered adequate by the First Party.

Provided always and it is hereby agreed that in the event of a breach of this agreement the second party or the sureties aforesaid

shall be jointly and severally liable to refund and pay in full to the first party all the expenses actually incurred in full to the first party on the second party in connection with and consequent upon study leave herein before mentioned.

Provided further and always that the liability of the sureties hereunder shall not be impaired or discharged by the reasons of time being granted or for any forbearance act or omission of the first party or any person authorised by him (whether with or without the consent or knowledge of the said sureties) nor shall it be necessary for the first party to sue the second party before suing the sureties for amount due hereunder.

And it is hereby declared that without prejudice to any other remedy the first party may recover all dues hereunder including recovery charges as arrears of land revenue.

IN WITNESS THEREOF the second party and the sureties have executed this indenture in favour of the first party on the day and year first above written.

In the presence of **1.** Signed by the second party
 2. Signed by the 1st surety

In the presence of **1.**
 2. Signed by 2nd surety.