

# THE RAILWAY EMPLOYEE'S CO-OPERATIVE BANKS, SERVICE RULES- 2007

## CHAPTER -I

### PRELIMINARY

(1) **SHORT TITLE COMMENCEMENT AND APPLICATION:**

1. These rules may be called as "**The Railway Employee's Co-op. Bank Ltd., Jaipur, Employees Service Rules, 2007.**"
2. These rules shall come into force from the date of issue of the order by the Registrar. No change will be made in these Rules without prior approval of the Registrar, Cooperative Societies, Rajasthan.
3. These rules shall apply to all the employees of the bank except those employees drawn on casual basis, on deputation or on contract basis.
4. With the coming into force of these Rules, the Service Rules in force in the bank shall automatically cease to operate but action taken or deemed to have been taken or initiated or deemed to have been initiated shall be deemed to have been taken under these Rules provided those are not inconsistent to be provisions of these Rules unless such orders are supported or superseded by specific orders.

(2) **DEFINITION :**

In these Rules unless the context otherwise require:-

- A. 'Act' means the Rajasthan Cooperative Societies Act-2001.
- B. 'Rules' means the Rajasthan Cooperative Societies Rules-2003.
- C. 'Registrar' means a person appointed to perform the functions of the Registrar of Cooperative Societies for the State under the Act.
- D. 'Appointing Authority' in relation to an employee means the Board of Directors of the Bank.
- E. 'Board of Directors' means the Board of Directors of the Banks.
- F. 'Chairman'/'Administrator' means the Chairman/ Administrator of the Bank.
- G. 'Competent Authority' in relation to exercise of any powers means the Board of Directors or any other authority to whom powers are delegated under these Rules or by the of Board of Directors subject to the provisions of the bye-laws of the Bank.
- H. 'Employee' means a persons who is in the whole time service of the Bank but does not include a person employed by the Bank on casual or daily wages or on contract basis.
- I. 'Executive Committee' means the Staff Sub-Committee of the Bank.
- J. 'Bank' means the concerning Urban Cooperative Bank.
- K. 'chief Executive' means the Managing Director or General Manager of Manager or Secretary or such other officer to whom the administration of the Bank is entrusted according to the bye laws of the Bank.
- L. 'State Government' means the Government of Rajasthan.

(3) **CLASSIFICATION & NUMBER OF POSTS :**

The Board of Directors shall from time to time determine the categories of staff and the strength of the staff of various cadres necessary for carrying out the functions of the Bank, which will be as per staffing pattern and staff strength approved by the Registrar, Cooperative Societies, Rajasthan Jaipur for the Bank.

(4) **CATEGORY OF EMPLOYEES :**

1. Permanent employee means an employee who is confirmed against a permanent post or who holds lien on a permanent post had the lien not been suspended.
2. Temporary employee means an employee who is selected and appointed against a post which has been created for a specific period and/or for a specific purpose.
3. Contractual Employee means who has been taken on contract for a specific period on consideration of a consolidated salary agreed upon under agreement.
4. Employee on deputation means an employee whose services have been taken on deputation from some other institution for a specific period and on specific terms and conditions.

## CHAPTER-II

### (5) **General Conditions Relating to Appointment :**

The following general conditions shall apply to all appointments to the service of the Banks :-

#### I. **AGE:**

The minimum and maximum age for each category of employee giving relaxation to reserved class will be as prescribed by Government of Rajasthan.

Age for the purpose of these rules shall be computed in the following order:

- i. Date of birth of birth as recorded in the Matriculation/High School/Secondary Certificate.
- ii. Municipal Birth Certificate.
- iii. Certified by a Competent Authority.

#### II. **EDUCATIONAL AND OTHER QUALIFICATION:**

The minimum educational professional and other qualifications including previous experience etc., where necessary, in respect of each post shall be as per Annexure-A.

#### III. **VERIFICATION OF CHARACTE :**

No person recruited directly shall be appointed to any post under the bank unless his character and antecedents have been verified to the satisfaction of the Appointing Authority by at least two Gazetted officers.

#### IV. **DISQUALIFICATION FOR APPOINTMENT:**

- A. No person shall be eligible for appointment who has previously been dismissed from the service of any Co-operative Institution or from service of Central/State Government or from any other Government Institution or Public Sector organisation.
- B. No person shall be eligible for appointment who has been convicted in court of law for any offence involving moral turpitude or any serious offence.
- C. No person shall be eligible for against whom proceedings u/s. 57 of the Rajasthan Cooperative Societies Act, 2001 are pending or and against whom and order u/s 57 of the said act has been passed.
- D. No person shall be eligible who is of-sound mind or lunatic.
- E. No person shall be eligible who is declared insolvent by a court of law.
- F. No person shall be eligible who is member of a political party.
- G. No person shall be eligible who has more than one spouse living or who having spouse marries in any case in which such marriage is void by reason of its taking place during the life time of such spouse.
- H. A person who has two or more issues on 1-06-2002 or thereafter shall be disqualified for appointment but a person has one issue by a delivery before coming into the service of the bank and gets one or more issues by a single delivery them for the purpose of counting the number of children, the children coming forth by this delivery will be taken as unit.

#### V. **MEDICAL EXAMINATION ON FIRST APPOINTMENT :**

No person shall be appointed by direct recruitment unless he has been certified by a Medical Officer duty authorised by the bank and medically found fit to discharge his duties and also having sound mind. The fee, if any, for such medical certificate shall be paid by the employee concerned.

#### VI. **FURNISHING OF SECURITY BY EMPLOYEES :**

Employees shall furnish security and personal guarantee as is prescribed by the Board of Directors.

#### VII. **LETTER OF APPOINTMENT :**

Every person to be appointed under these Rules will be given a letter of appointment stating his post, monthly pay, scale of pay and other emoluments, if any, the period of service (for temporary post) and period of probation etc.

#### VIII. **LETTER OF ACCEPTANCE :**

Any person to whom a letter of appointment has been issued shall confirm in writing his acceptance of the offer within the prescribed time limit as stipulated in the letter of appointment.

**IX. JOINING REPORT :**

Every person to whom a letter of appointment has been issued and who has accepted the employment with Bank as per his letter of acceptance shall report himself for duty at the place and time specified in the letter of appointment and shall give his joining report on his first appointment.

**X. PROBATION :**

The person appointed through direct recruitment shall be on probation for a period of two years. Such period can further be extended for a period of one year at the discretion of the Appointing Authority. The person shall be confirmed or deemed confirmed on satisfactory completion of the probation period.

**XI. AGREEMENT FOR APPOINTMENT ON CONTRACT BASIS :**

A person can be contracted to render service on contract basis for a defined period on specific terms and conditions for which an agreement will be entered upon. The contract will cease on completion of the period of contract.

**XII. RESERVATION :**

In making direct recruitment or by promotion, representation of reserved classes will be given at such percentage of the total number of posts and in such manner as prescribed by the State Government.

**XIII. RATIO FOR APPOINTMENT/PROMOTION :**

The ratio for appointment by direct recruitment and by promotion shall on fifty-fifty basis for the post of 'D' grade (Clerk to Officer) officers only. If there is only one vacancy, it will be filled by promotion. In case of odd number of vacancies, the remainder of fifty-fifty basis will also be filled by promotion. If suitable persons for promotion are not available, the appointing authority may fill the remaining posts by direct recruitment. The post of C, B and A grade officers shall be filled strictly on promotion basis ten percent of total vacancies of clerks created after enactment of these service rules, shall be filled by promotion from class IV employees.

**CHAPTER-III****(6) METHODS & PRINCIPLES OF RECRUITMENT :**

The posts in the Bank shall be filled by following methods :

- i) By direct recruitment
- ii) By promotion
- iii) By deputation Group "A" or "B" officers from Railway Department preferably Accounts.
- iv) On contract service

In case of death of an employee the provisions of : राजस्थान मृत सरकारी कर्मचारियों के आश्रितों के अनुकम्पात्मक नियुक्ति नियम 1996 will apply.

**(7) PROCEDURE FOR DIRECT RECRUITMENT :****I- INVITING OF APPLICATIONS :**

Application for direct recruitment to various posts shall be invited by the Bank by advertising the vacancies to be filled in through the Employment Exchange, publication an advertisement in any State level newspaper giving full information regarding the nature, number of the posts, laying down the qualifications and pay for the posts.

II- The mode of recruitment will be as prescribed in **Annexure-"A"**.

**III- FORM OF APPLICATIONS:**

The applications shall be made in the form prescribed by the Bank on payment of prescribed fee.

IV- Selection shall be strictly on the basis of merit.

V- Appointment against direct recruitment of posts shall be made from amongst the names recommended by the Selection Committee. The name of the selected candidates shall be arranged in order of preference merit and the appointing authority shall make appointments in that order only. If two or more candidates obtain equal marks in merit. The candidate obtaining higher marks in interview will be preferred and if two or more candidates obtain equal marks at written exam and interview as well, the candidate of higher age will be preferred. The Selection Committee may, to the extent of 50% of the advertised vacancies, keep names of suitable candidate on the reserve list, which will remain in force for a period not exceeding six months.

**VI- SELECTION COMMITTEE :**

Selection Committee for each category of service of the Bank shall consist of following :

**a) FOR CHIEF EXECUTIVE OFFICER :**

- 1- Chairman/Vice Chairman/ Administrator.
- 2- Representative of Railway Department. preferably Accounts/ Personal not below the rank of J.A. Grade.
- 3- Banking Expert from Co-opt Director. (Professional)
- 4- Representative nominated by the Registrar Co-op. Societies.

Three members will form the quorum. For the purpose of interview, the marks of interview shall be divided equally among all members.

**b) FOR OFFICERS :**

- 1- Chairman/Vice Chairman/ Administrator.
- 2- Chief Executive Officer of the bank.
- 3- Banking Expert from Co-opt Director. (Professional)
- 4- Representative nominated by the Registrar Co-op. Societies.

Three members will form the quorum. For the purpose of interview, all members will have equal marks at their disposal to allot the candidate.

**c) FOR CLERICAL STAFF & GROUP "D" (PEONS) STAFF :**

- 1- Chairman/Vice Chairman/ Administrator.
- 2- Chief Executive Officer of the bank.
- 3- Banking Expert from Co-opt Director. (Professional)
- 4- Representative nominated by the Registrar Co-op. Societies.

Three members will form the quorum. For the purpose of interview, all members will have equal marks at their disposal to allot the candidate.

**(8) PROCEDURE FOR RECRUITMENT BY PROMOTION :**

**I- CRITERIA FOR PROMOTION :**

For purpose of recruitment by promotion, a selection strictly on seniority cum-merit shall be made from among all the persons eligible for such promotion under the provisions of these Rules. The list of such candidates working on the first day of the financial year will be considered for promotion.

**II- NO EMPLOYEE SHALL BE CONSIDERED FOR PROMOTION UNLESS HE IS :**

- i) Substantively appointed and confirmed on the next lower post and has worked on that post at least for five years and
- ii) Possesses minimum educational and other qualifications prescribed for the post against which promotion is to be considered.
- iii) IF an employee gets more than two children he/she will not be entitled for promotion for a period of five year. But such person has one issue by previous delivery and gets one or more children by single delivery the number of children by this delivery will be taken as a unit.

**III- THE PROMOTION COMMITTEE :**

The selection committees as constituted above shall also function as promotion committee for the same category of staff.

**IV- PROCEDURE FOR PROMOTION :**

- a- As soon as it is decided that a certain number of vacancies in category of employees will be filled by promotion, the chief executive shall prepare a list of all the employees from which promotions are to be made, who are eligible for promotion to the higher post and shall place it before the promotion committee together with the Annual Performance Appraisal Reports for last five years and personal files of the persons included in the list.
  - b- The names enlisted shall not be more than five times of the vacancies arising on year to year basis for filling up by promotion. For SC/ST candidate's category, the zone of consideration will be seven times or as per then existing State Government orders.
- V- The promotion committee shall consider the case of all the persons included in the list and select candidates equal to number of vacancies to be filled by promotion.
- VI- In case of promotion of peons to the post of Clerks, procedure as prescribed in Registrar's Notification F.15(18) CDR/Bank-I/73/Pt-II dt. 16-07-81 made applicable to Urban cooperative Banks vide Registrar Order No- F. 15(10)Savira/Bank-I/83/Pt-III dated 22-05-87 or as amended will be followed subject to the condition that while considering promotion the candidate must possess the minimum qualifications and experiences prescribed for the post against which promotion is to be considered.

**(9) PRINCIPAL FOR DETERMINING SENIORITY:**

- I- Seniority shall be determined with reference to the date of substantive appointment to a particular post or grade or in an equivalent post or grades. If an appointment order contains names of more than one person, the , whose name figure first in the order of appointment will be senior to the one whose name appears next to him and so on.
- II- When appointments are made by on the basis of a competitive examination or test or interviews, names of the successful candidates shall be arranged in order of the merit as determined by selection committee and their seniority will be in that order itself.
- III- When appointments are made by promotion, the inters seniority of the persons so appointed shall be in the order of merit as recommended by promotion committee.
- IV- The candidates appointed by promotion shall be senior to those appointed by direct recruitment in the same calendar year.
- V- If any question arises regarding the seniority of an employee, the decision of the Appointing Authority shall be final in the matter.

**CHAPTER-IV****(10) SERVICE RECORD :**

- I- A record of particulars of service of each employee shall be maintained in a prescribed Service Book.
- II- Annual Performance Appraisal Reports for the financial year in respect of each employee shall be drawn up annually by the competent authority as prescribed in Annexure-C.

**(11) TERMINATION OF EMPLOYMENT :**

- (a) The employment of a temporary employee shall be terminated by one month's notice stating reasons in writing or by paying one month's pay in lieu of notice. The bank may similarly deduct one month's pay from the dues of the employee who leaves its employment without giving due notice. The notice period can be relaxed by the Board of Directors.
- (b) In case the notice falls short of the specified period, the employee will be entitled to pay only for the period by which such notice falls short of that period provided it has not been waived or reduced by the appointing authority.
- (c) Service of an employee whose appointment has been made or extended upto a specified period or date only shall automatically stand terminated on the expiry of that period or date.

- (d) An employee on probation will not require to be given by notice for termination of his service if his work at any stage during his probation is found to be unsatisfactory.
- (e) Services of an employee may be terminated if on some account of misappropriation, case is decided against him u/s57 of the Rajasthan Cooperative Societies Act. 2001 and an opportunity for filing an appeal to the competent authority has been given to him and same has been decided against him.
- (f) In case where an employee has done any act, which has adversely affected the credit or goodwill of the bank, the services of such employee shall be terminated.
- (g) The services of an employee shall be terminated if it is found that he is carrying out the same business as is carried out by the Bank or an employee has violated the provisions of the Rajasthan Cooperative Societies Rules.
- (h) An employee shall on invalidation by a Medical Board, as may be constituted for the purpose, cease to be in service on account of complete and permanent incapacitation, determined in accordance with the relevant rules of the State Government in force from time to time.

**(12) RESIGNATION :**

- I- Employee who wish to leave the bank service must give 3 months notice to the bank but in case of employee appointed on purely temporary basis they will have to give 15 days notice only.
- II- If any employee leaves the service of the Bank without the requisite notice, then without prejudice for any other action under his contract of service, the sum equivalent to give under clause (I) should be recovered from his amount wages, deposits etc. and if no such wages are due, the competent authority may take recourse to such legal action as may be necessary.
- III- No employee can contest any election of MP/MLA/Zila Parishad/Panchayat Samiti/ Gram Panchayat/ Nagar Parishad/ Palika and any Cooperative Society without first resigning from the bank service.

**(13) DISQUALIFICATION FOR EMPLOYEES :**

No employee will remain in service if an award is given against him u/s 57 of the Rajasthan Cooperative Societies Act, 2001 for misappropriation of funds or he has violated the provisions of the Rajasthan Cooperative Societies Rules. Any act under section 109(I) of Rajasthan Cooperative Act. 2001, will also incur the disqualification in remaining in service.

As soon as the employee incurs the above disqualification, his services will be terminated forthwith.

**(14) SUPERANNUATION AND RETIREMENT :**

The age of super-annuation shall be 58 years but the age of superannuation for class IV shall be 60 years subject to the proviso that service of and employee who attain the age of 55 years shall be terminable at a notice of 3 months on either side. Where it appears, desirable in the interest of the Bank, the Board shall have the discretion to re-employ a person who retires under this Rule for such period but not beyond the age of 60 years and on such terms and conditions as the Board may determine in each case.

**(15) COMPULSORY RETIREMENT :**

- (i) At any time, after a Bank employee has completed 15 years qualifying service or has attained the age of 50 year, whichever is earlier, the Board of Directors, upon having been satisfied that the concerned employee has on account of his indolence or doubtful integrity or incompetence to discharge official duties or inefficiency in due performance of official duties, has lost his utility, may require the concerned employee to retire in Bank interest giving specific grounds to arrive at the decision. In case of such retirement, the employee shall be entitled to retiring benefits.



- (ii) In such a case, the Bank shall give a notice in writing to the employee at least three months before the date on which he is required to retire in the bank interest or three month's pay and allowances in lieu of such notice.

**(16) VOLUNTARY PREMATURE RETIREMENT :**

- (1) At any time after a Bank employee has completed fifteen year qualifying service, he may, by giving notice of not less than three months in writing to the appointing authority, retire from service. The Board can relax the period of notice.
- (2) The notice of voluntary retirement given under sub-rule-(1) shall require acceptance by the Bank.
- (3) Benefit admissible, if any, to such an employee will be as per decision of the Board of Directors.

**CHAPTER- V**

**(17) DISCIPLINARY ACTION FOR MISCONDUCT :**

I- Without prejudice to the general meaning of the terms misconduct, it shall be deemed to mean and include the following minor and major misdemeanors:

**(1) MINOR MISDEMEANORS :**

The following acts or omission shall be treated as minor misdemeanors:

- a. Failure to observe safety instructions in circumstances not constituting a major misdemeanor.
- b. Committing nuisance in the Bank's premises.
- c. Careless or negligent, work.
- d. Laziness and inefficiency.
- e. Breach of discipline.
- f. Leaving normal place of work without permission during working hours.
- g. Absence without permission.
- h. Obtaining leave of absence by false pretends.
- i. Not taking proper care of stocks and records entrusted to him.
- j. Not keeping place clean and tidy.
- k. Sleeping on duty.
- l. Disturbing others or making noise and quarrelling with others.
- m. **Habitual late attendance.**

No punishment will be awarded unless the concerned employee is given a charge sheet and afforded an opportunity of explaining the allegations alleged against him. If on enquiry/personal hearing, the employee is found guilty for any of the misconduct mentioned above, he will be awarded punishment in writing and it shall be communicated to him. Punishment may be service rule warning, censure, simple warning or withholding of grade increments without cumulative effect and stoppage of the facility of Passes & PTO's for specified period.

**(2) MAJOR MISDEMEANORS :**

The following acts or omission whether alone or in combination with other shall be treated as major misdemeanors for which and employee is liable to dismissal.

- a. Willful insubordination or insult to superiors or disobedience of any lawful and reasonable order of a superior whether alone or in combination with others.
- b. Participation, instigation or inducing, compelling or intimidating others to strike work, which is not inconsistent with the provisions of law for the time being in force.
- c. Slowing down in-performance of work or inciting or inducing, compelling or intimidating other to resort to deliberate "Go - slow".
- d. Refusal to accept bonafide transfer from one place to another on the job of similar nature.

- e. Fraud, embezzlement, theft or dishonesty, misutilisation of the Bank's property and/or funds.
- f. Demanding, offering or accepting bribes or any illegal gratification.
- g. Habitual absence from the bank.
- h. Engaging in private work or trade while in service of the bank.
- i. Riotous or disorderly behavior during working hours at the establishment or any act subversive of discipline.
- j. Drunkenness, intoxication or indecent behavior inside the office premises.
- k. Habitual negligence or gross neglect of work and unauthorised stay beyond normal working hours with the intention of subversive activity.
- l. Organising or holding any meeting within the premises of bank during office hours without prior permission of the chief Executive.
- m. Disclosing to any person information in regard to the working of financial position or any secret of the Bank without its authority.
- n. Gambling within the Bank's premises.
- o. Giving false information.
- p. Falsification, defacement or destruction of any record or property of the institution.
- q. forging of documents with malafide intentions.
- r. Participation in any political activity.

**(3) PUNISHMENT FOR MAJOR MISCONDUCT.**

An employee of the Bank shall be liable for punishment as given below if found guilty of a major misdemeanor :-

- a. Withholding of grade increment with cumulative effect.
- b. Reduction in pay or demotion to next lower post.
- c. Discharge or dismissal or removal or termination.
- d. Compulsory retirement by giving him notice pay.

An employee dismissed or discharged or removed or terminated for major misdemeanor shall not be entitled to any notice or pay in lieu of notice.

**(4) PROCEDURE FOR DEALING WITH MAJOR PUNISHMENT CASES :**

- 1} If a major misdemeanor is alleged against an employee, the Management before taking any action against the employee will hold an enquiry by an officer appointed for the purpose. He shall be given a charge sheet, clearly setting forth the allegations alleged against him and requiring explanation within a specified period. He shall be informed in writing about the time and place at which enquiry into his alleged misconduct is to be held. He shall be given an opportunity to answer the charge and permitted to be assisted by an employee of any bank of his choice. If he refuses or fails to present himself for enquiry, the enquiry shall be conducted ex-parte. For reasons to be recorded in writing by the officer holding the enquiry, the employee shall be permitted to produce witnesses in his defense and cross examine any witnesses on whose evidence the charge rests. A concise summary of the evidence led on either side and the employee's plea shall be recorded.
- 2} An employee charged with major misdemeanor may be suspended from duty for the alleged misconduct pending enquiry or final disposal of his case. Such an order shall be in writing and take effect immediately from the date of issue.
- 3} The employee, who is placed under suspension, shall during the period of such subsistence allowance at the following rates :-
  - a. The subsistence allowance shall be equal to  $\frac{1}{2}$  of his wages as defined in the Payment of Wages Act, 1936 (Central Act 4 of 1936) for the first six months. If the departmental enquiry gets prolonged and the employee continues to be under suspension for a period exceeding six months, the subsistence allowance shall be increased maximum at the rate of  $\frac{3}{4}$  of the wages but if the enquiry is delayed due to reasons directly attributable to the employee, the subsistence allowance shall be reduced to  $\frac{1}{4}$  of the wages.



- b. If on the conclusion of the enquiry, or as the case may be, of the criminal proceedings, the employee has been found guilty of the charge and it is considered that order of suspension may meet the end of justice, the competent authority shall pass orders accordingly. Where the period between the date on which the employee was suspended from duty pending the enquiry on the investigation and the date on which the final order suspension was passed, exceeds 10 days, the employee shall be deemed to have been suspended only for 10 days or for such shorter period as is specified in the final order of suspension and for the remaining period he shall be entitled to the same wages he would have received if he had not been placed under suspension after deducting the subsistence allowance paid to him for such period.
- c. In on the conclusion of the enquiry, or as the case may be of the criminal proceedings, the delinquent has been found guilty of the charge and it is considered that an order of dismissal may meet the ends of justice, the employer shall pass orders accordingly. When such orders are passed, the delinquent shall be deemed to have been absent from duty during the period of such suspension and shall not be entitled to any remuneration for such period, but the subsistence allowance paid to him shall not be recovered.  
Provided that in the case of an employee to whom the provisions of clause (2) of Article 311 of the constitution applies, the provisions of the Article shall be complied with.
- d. In on the conclusion of the enquiry or as the case may be of the criminal proceedings, the employee has not been found guilty of the charge, he shall be deemed to have been on duty during of such suspension and shall be entitled to the same wages as he would have received, if he had not been suspended, after deducting the subsistence allowance paid to him for such period.
- e. The payment of subsistence allowance shall, however, be subject to the employee concerned not taking any employment during the period of his suspension.
- 4} In awarding punishment under these Rules, the Competent Authority shall take into account the gravity of misconduct, the previous record if any, of the employee and other extenuating or aggravating circumstance that may exist. A copy of the order passed by the competent authority shall be supplied to the employee.
- 5} The orders regarding suspension, discharge, or dismissal of the employee will be effective from the date of issue of such orders even in case these orders could not be served. In case of suspected denial of service, these will be placed on Notice Board of the bank and will be notified in any local newspaper, and then those will be treated as served.

## II. DISCIPLINARY AUTHORITY :

For the purpose of these rules unless specifically provided in the byelaws of the Bank, the Chief Executive of the Bank will be the disciplinary authority for all categories of employees except those on deputation. For the employees taken on deputation, the powers of disciplinary action will be vested in the parent department. The Board of directors will be disciplinary authority for CEO appointed by the Bank.

## III. APPELLATE AUTHORITY :

- i- The Vice Chairman will be the appellant authority for the decisions given by the C.E.O.
- ii- The Chairman will be the appellant authority for the decisions given by the Vice Chairman.
- iii- In case of decisions given by the Board of Directors of the Bank the Appellant Authority will be Registrar Co-op. Societies Rajasthan.

## IV. An appeal may be made within 60 days of the issue of orders to the concerned Appellate Authority.

## CHAPTER-VI

- (18) **CONDITIONS RELATING To Pay Allowances, Dearness Pay, Dearness Allowance, House Rent Allowance, Medical Benefits and Traveling Allowance & Other Allowance as per Railway Accounts Department Adopted by the Board of Directors from time to time.**
- (19) **PROVIDENT FUND :**
- a) All employee of the Bank Wherein the Provident Fund Act is applicable, shall be entitled to the benefits of GPF on basis pay and dearness allowance.
  - b) **BONUS :**  
Bonus may be paid in accordance with provisions of Bonus Act after proper certification of the Statutory Auditor.
  - c) **EX-GRATIA :**  
Ex-Gratia may be paid as per orders of the Registrar, Cooperative Societies with the approval of the Board of Directors.
- (20) **GRATUITY :**  
Employee of the Bank, wherein Gratuity Act is applicable, shall be entitled to payment of gratuity in accordance with the Payment of Gratuity Act, 1972 and the Rules made there under.
- (21) **BENEFIT OF SURRENDER LEAVE ENCASHMENT :**
- i. Employees of the Bank shall get benefit of surrender leave encashment as per Rajasthan Service Rules.
  - ii. The benefit of encashment of Privilege Leave at the time of retirement shall also be provided as per provisions of Rajasthan Service Rules.
- (22) **HOLIDAYS :**  
Every Sunday and Holiday as per negotiable instrument Act/shops and Commercial Act/ Factory Act or whichever Act may be applicable to the employees, will be observed as holidays.
- (23) **TRAINING :**
- I. Persons recruited directly or promoted to any post shall undergo such training and refresher course as may be prescribed from time to time by the Registrar, Cooperative Societies or by the Board of Directors.
  - II. Every employee deputed for training at the expenses of the Bank shall be liable to execute a bond to serve the Bank after the completion of such training for a minimum period of 3 years failing which he shall be liable to refund the cost of training and the emoluments received during the period of training provided that the Board may, at its discretion remit any un-expired portion of the Bond in the event of the termination of his service or compulsory retirement or for removal for dismissal from the service by the Bank or for any reason before the expiry of the period of that bond.
  - III. The advance increment may be allowed as per Railway Accounts Department Rules with the prior approval of Board of Directors.
- (24) **ADVANCES TO THE EMPLOYEES :**  
The Bank may advance Conveyance Advance and House Building Advance, Staff CC limit, Furniture Advance or any other advance to its employees as per the orders of Registrar issued from time to time with approval of the Board of Directors.

## **CHAPTER-VII**

### **LEAVE AND JOINING TIME**

- (25) **GENERAL CONDITIONS GOVERNING GRANT OF LEAVE ETC. :**  
The Following general principles shall govern the grant of leave to employees:-
- i. When the exigencies of Bank's service so require, the discretion to refuse, postpone, curtail or to recall to duty any employee already on leave, is reserved to the authority competent to grant leave.
  - ii. All leave lapses on the cessation of the employee service in the Bank whether as a result of discharge, dismissal, removal and termination of the services.

- iii. An employee on leave shall not take up any other service or accept any employment during the period of leave.
- iv. Leave shall not be availed without obtaining the prior sanction of the competent authority. Application for such sanction shall be submitted in writing to the competent authority in such form as may be prescribed by the Bank sufficiently in advance, which in the case of Privilege leave shall not be less than 15 days before the date on which the leave applied for is to commence. In case where an employee is compelled to absent himself from duty on account of unforeseen circumstances without obtaining prior sanction, sanction for leave should be applied for at the earliest possible opportunity.
- v. An employee is expected to avail leave granted to him before resuming duty and may return to duty before the expiry of such leave with the permission of the competent authority.

An employee who has been granted casual leave may at any time before the expiry of such leave rejoin duty without availing leave of the full period of the casual leave sanctioned.

- vi. If an employee after proceeding on leave desires an extension thereof, he shall apply by letter or telegram to the sanctioning authority, in sufficient time for the reply to reach him before the date on which the employee would have to resume his duties.
- vii. If on account of sickness, accident or the like an employee is unable to resume his duties by the date, he shall send the leave application to the sanctioning authority without any delay and produce certificate from a registered Medical Practitioner in case of illness.
- viii. Leave begins from the day on which charge is handed over, if such handing over takes place in forenoon of that day or from the next day of such handing over, if it takes place in the afternoon of that day, and leave ends on the preceding day on which charge is resumed if such resumption takes place in the forenoon and on the same day on which charge is resumed if such resumption takes place in the afternoon.
- ix. Any kind of leave may be granted in combination with or in continuation of any other kind of leave except casual leave which cannot be availed of in conjunction or in continuation with any other kind of leave.
- x. Unless otherwise provided, employees on deputation shall be governed by the leave rules applicable in their parent department.
- xi. An employee before proceeding on leave shall intimate to the competent authority his address while on leave and shall keep the said authority informed of any change in the address from time to time.
- xii. Leave may be prefixed or suffixed to a holiday but holidays intervening during the period of leave shall count as part of leave except in the case of casual leave.
- xiii. a) An employee who absents himself without leave for seven continuous days or absents himself after the expiry of the period of leave originally granted or subsequently extended shall cease to be in the employment of the Bank unless he submits satisfactory explanation for his absence to the authority competent to sanction for his absence.  
 b) An employee who absents himself without leave or before any leave is sanctioned or who does not report for duty after the expiry of his leave is not entitled to leave salary for the period of absence. Absence without leave moreover, amounts to interruption in service involving forfeiture of past service, unless on satisfactory reasons being furnished, the period of such willful absence is commuted into leave with pay, or without pay by the competent authority.

**(26) CASUAL LEAVE :**

- a) Casual leave may be granted up to maximum of 15 days during a calendar year. an employee will not be permitted to avail more than six days casual leave at a time. Casual leave unavailed at the end of the calendar year shall lapse.
- b) Special Casual leave shall be allowed to a employee who under goes for sterilization operation as per Rajasthan Service Rules.

**(27) PRIVILEGE LEAVE :**

- i) Earned leave shall accrue to an employee as per Rajasthan Service Rules.
- ii) Terminal leave to the extent of earned leave and admissible may be granted at the discretion of the authority competent to sanction leave to any employee whose service are terminated. In case where any notice of termination of service is required to be given such notice or the unexpired portion thereof will run concurrently with the leave granted.
- iii) An employee on earned leave shall during the period of earned leave draw leave salary equal to the pay drawn on the day preceding the day on which he proceeded on leave and allowance appended there to.
- iv) Normally earned leave will be granted to an employee maximum three times in a calendar year. In case of exigencies, Board can relax it.

**(28) MATERNITY LEAVE :**

A woman employee of the Bank may be granted maternity leave as per Rajasthan Service rules.

**(29) SPECIAL DISABILITY LEAVE :**

- I. Such leave shall not be granted unless the disability manifested itself within three months of the occurrence to which it is attributed and the person disabled acted with due promptitude in bringing it to notice, but the bank, if it is satisfied as to be cause of the disability, may permit leave to be granted in case where the disability manifested itself more than three months after the occurrence of its cause.
- II. The period of leave granted shall be such as it is certified and prescribed by the Medical Authority, specified by the Bank.
- III. Special disability leave may be granted more than once if the disability is aggravated or reproduced in similar circumstance at a later date, but not more than 24 months of such leave shall be granted in consequence of any one disability.
- IV. Such leave will be counted as on duty while calculating service for contributory Provident Fund rules.

**(30) MEDICAL LEAVE :**

Medical leave will be granted as per orders issued by the Registrar, Cooperative Societies from time to time.

**(31) JOINING TIME :**

Joining time will be permitted maximum for three days, No joining time beyond actual journey period will be allowed if the transfer is on employee's request.

**CAPTER-VIII****(32) AMENDMENT :**

Amendment to these Rules may be made by the Registrar, Cooperative Societies.

**(33) INTERPRETATION :**

Where any doubt arises as to the interpretation of these Rules or these Rules are silent on any matter, the provisions of Rajasthan Service Rules \_\_\_\_\_. Rajasthan Civil Service (Pension) Rules 1996, Rajasthan Civil Service (Classification, Control and Appeal) Rules 1958 shall apply mutatis mutandis in so far as they are not contrary to these Rules.

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