

SCHEDULE I
QUALIFICATIONS OF DIFFERENT CATEGORY OF STAFF AND THEIR SOURCE OF RECRUITMENT

Sl. No.	Name of the post	Source of recruitment		Qualification for direct recruitment		Remarks
		Preferment with %	Direct with %	Essential	Preferential	
1	2	3	4	5	6	7
	a)Cane Union staff					
1.	Joint Secretary	-	100	Law Graduate	At least 5 years experience of organization any management of a coop. Institution.	These qualifications will not apply in case of a Government servant of the Cane Department is taken on deputation.
2.	*Senior Account officer	50	50	M.Com. with 10 years experience of account	Chartered Accountant	To be filled up from amongst the Account officer on the basis of seniority subject to the rejection of unfit.
3.	Account Officer	50	50	B.Com. with 10 years experience of audit and accounts.	Chartered Accountant	To be filled up from amongst the Assistant Account officer on the basis of seniority subject to the rejection of unfit.
4.	Fertilizer officer	-	100	M. Sc. Ag. Or M. Sc. in Chemistry	Master degree in agriculture of 3 year experience of field work.	These qualification will not apply in case of a Government Servent of the Cane department if taken on deputation.
5.	Fertilizer Inspector	-	100	B.Sc. Ag.	Master Degree in argiculture of 3 years experience of field work.	--
6.	Office superintendent	100	--	--	--	To be filled by promotion from the Section Incharge or the Assistant Accountant on the basis of seniority subject to rejection of unfit.
7.	Assttt. Accountant	50	50	B.Com.	B.Com. experience of Account and audit for 3 years	50 % of the post shall be filled up by promotion from amongst Senior Asstt. Giving experience of Accounts at least 2 years.
8.	Section Incharge and Asstt. Accountant	100	--	Intermediate	--	To be filled by promotion from amongst Sr. Assistant on the basis of seniority subject to the rejection of the unfit.

Sl. No	Name of the post	Source of recruitment		Qualification for direct recruitment		Remarks
		Preferment with %	Direct with %	Essential	Preferential	
1	2	3	4	5	6	7
9	Senior Noter and Drafter	100	--	--	--	To be filled in by promotion from the junior Noter and Drafter on the basis of seniority subject to the rejection of the unfit.
10.	Junior Noter and Drafter	100	--	--	--	To be filled in by promotion from the Clirk and Typst in the basis of seniority subject to the rejection of the unfit.
11.	Clerk and Typst	--	100	Intermediate with Hindi	Knowledge of Hindi and English Type-writing with a speed of 30 words per minute	The staff Possessing required qualification and working in the cane union will also be eligible for selection.
12.	Steno Typst	--	100	Inter with short hand and typing in Hindi	--	--
13.	Computer(new)**	50	50	B.A. or B.Sc. statics, Economics or Mathematics one of the subject	B.A. B.Sc.(St.) two year experience of maintenance Statics in cane Union Fed.	50% Post shall be filled in by the Federation staff.
14.	Fourth class staff	--	100	As prescribed the recruiting authority	--	--
15.	Driver	--	100	Ditto	-	--
b) Cane Union Staff						
1.	Secretary	100	--	--	--	To be filled by promotion from the Assistant Secretaries Grade on the basis of seniority subject to the rejection of unfit.
2.	Assistant Secretaries	50	50	Bachelors Degree of a recognised University	B.Sc. Agr or B.Com	Promotion from the lower rank will be made on the basis of seniority subject to the rejection of unfit.

Sl. No	Name of the post	Source of recruitment		Qualification for direct recruitment		Remarks
		Preferment with %	Direct with %	Essential	Preferential	
1	2	3	4	5	6	7
3.	Accountant	50	50	Ditto	B. Com.	Recruitment by preferment will be made from the lower ranks on the basis of seniority subject to the rejection of unfit.
4.	Cashier	100	--	Ditto	Ditto	To be selected from amongst clerks and Typist fulfilling the condition laid down in these rules as in Fed. Cashier.
5.	Clerk and typist**	50	50	Intermediate with Hindi	1. Hindi Type writing with a speed of 30 words per minutes .	50% of the post shall be filled in from amongst a Seasonal Yard Incharge, Seasonal Clerk and Payment clerk of cane union on the basis of seniority subject to the rejection of unfit.
6.	Fourth class staff	--	100	As prescribed by the Recruiting authority	--	--
	c) Cane Union Staff(Seasonal)					
1.	Seasonal Clerks	--	100	High School	--	To be selected from amongst the seasonal clerks ready to fulfill the conditions laid down in these rules.
2.	Payment clerks	--	100	High school	--	Ditto
3.	Purchi Distributors and Cyclist	--	100	Jr. High school with Hindi	--	--

** Added and amended by Cane Commissioner/Registrar, Cane Coop. Societies and order No.10614 dated 14 June, 1988

SCHEDULE II
(Relating to Enquiries, Punishment and Appeals)

Sl. No.	Category/Designation of the employee involved	Designation of the officer /Authority competent to hold enquiries as Enquiring officer	Authority to take decision on the report of enquiring officer	Authority to whom the appeal shall lie.
1	2	3	4	5
	Cane Union Staff A-Seasonal staff			
1.	Purzi distributor	Not below the rank of Secretary of the Cane Union concerned	Zonal Authority	District Authority
2.	Seasonal Clerk B- Regular Staff	Senior Cane Development Inspector	District Authority	Regional Authority
3.	Peon, Chaukidars and Mate of Godowns	Secretary of the Union Concerned	Zonal Authority	District Authority
4.	Jeep Driver	Senior Cane Development Inspector	District Authority	Regional Authority
5.	Clerk Typist, Assistant Accountant	**District Cane Officer or Joint Managing Director of the Federation	Regional Authority	State Authority
6.	Accountant, Cashier,	Ditto	State Authority	Cane Commissioner
7.	Assistant Secretaries Instructors and Fertilizer Inspector	Ditto	State Authority	Ditto
8.	Secretaries, Special Secretaries Federation Staff	**Joint/Deputy Cane Commissioner or Joint Managing Director of the Federation	Ditto	Ditto
9.	Fourth Class employees including Drivers of vehicles	**Joint Managing Director of the Federation	Ditto	Ditto
10.	Ministerial staff of all grades, Accountant and Officer superintendent , Assistant Fertilizer officer	Ditto	Ditto	Ditto
11.	Accounts Officer, Fertilizer officer and engineer	Managing Director of the Federation	Ditto	Ditto
				The Second appeal shall lie before the next higher authority. In case of appeal decided by Cane Commissioner the second appeal shall lie to the State Government or to such authority as may be prescribed by Government.

SCHEDULE III
(Showing different kind of leave admissible to permanent staff)

Sl. No.	Name of the post	Earned leave	Medical leave on full pay	Leave of private affairs on half average pay	Extra ordinary leave without pay	Sanctioning authority
1	2	3	4	5	6	7
1.	Cane Union Staff Secretaries, Assistant Secretaries of all grades, Accountant of all grades, Cashier	One eleventh of the period spent on duty subject to the condition that the maximum period of the leave that may be granted at a time shall be 300 days and that when the total of earned leave amounts to 300 days the employee shall cause to earn leave.	12 months in all during the entire service of Medical Certificate from a Registered Medical Practitioner or the Medical Officer if any of the Institution concerned limited to the period recommended in the medical qualification, further leave not exceeding six months during the entire service in exceptional cases on the recommendation of the Civil Surgeon .	Not exceeding 365 days in all during the entire service subject to the conditions that such leave shall be earned by the employee at one eleventh of the period spent on duty and shall be granted for not more than 90 days at any time.	In Special circumstances to enable the employee to scientific technical or similar problems or to under go special course of instructions to be the interest of the institution concerned to be sanctioned only when no other leave is admissible or when the employee concerned applies for grant of leave.	Managing Director of the Federation.
2.	Ministerial staff except Accountant and cashier	Ditto	Ditto	Ditto	Ditto	District Cane Officer
3.	Forth class Staff	Ditto	Ditto	Ditto	Ditto	Secretary of the Cane Union Concerned
4.	Seasonal Staff	One eleventh of the period spent on duty subject to maximum accumulation of 150 days	6 Months in all during the entire service. Rest of the provisions would be applicable as in case of other category of staff.	Ditto	Ditto	Appointing authority

SCHEDULE III
(Showing different kind of leave admissible to permanent staff)

Sl. No.	Name of the post	Earned leave	Medical leave on full pay	Leave of private affairs on half average pay	Extra ordinary leave without pay	Sanctioning authority
1	2	3	4	5	6	7
1	Federation staff Joint Managing Director, Accounts officer, Fertilizer officer, Office Suprentendent, Accountant and Fertilizer inspector	One eleventh of the period spent on duty subject to the condition that the maximum period of the leave that may be granted at a time shall be 300 days and that when the total of earned leave amounts to 300 days the employee shall cause to earn leave.	12 months in all during the entire service of Medical Certificate from a Registered Medical Practitioner or the Medical Officer if any of the Institution concerned limited to the period recommended in the medical qualification, further leave not exceeding six months during the entire service in exceptional cases on the recommendation of the Civil Surgeon .	Not exceeding 365 days in all during the entire service subject to the conditions that such leave shall be earned by the employee at one eleventh of the period spent on duty and shall be granted for not more than 90 days at any time.	In Special circumstances to enable the employee to scientific technical or similar problems or to under go special course of instructions to be the interest of the institution concerned to be sanctioned only when no other leave is admissible or when the employee concerned applies for grant of leave.	Managing Director of the Federation.
2.	Other staff	Ditto	Ditto	Ditto	Ditto	Ditto

SCHEDULE IV

(Showing different kinds of leave admissible to temporary and officiating staff not holding lie on any permanent post)

Earned leave on full average pay	Medical leave on full average pay.	Leave on private affairs on average pay	Extraordinary leave without pay
Same as in case of permanent staff	Four months in all during the entire temporary service on Medical Certificate from a Registered Medical Officer, if any of the institution concerned limited to the period recommended in the medical certificate.	Not exceeding 120 days in all during the entire temporary service to be admissible after puttint 2 years continuous service .Such leave shall be earned at 1/11 of the period spent on duty provided the employee shall cease to earn such leave when it amounts to sixty days.	<p>As in the case of permanent staff subject to the following limits for grant of such leave on any one occasion.</p> <ol style="list-style-type: none"> 1. Three months 2. Six months in case where the employee has completed three years continuous service on the date of expiry of leave of any kind due and admissible including 3 months extraordinary leave and his application is supported by a Medical certificate. 3. Eighteen months when the employee has completed one years continuous service and is undersign to return treatment returnable in a hospital sanatorium or at his residence by the Civil Surgeon or a recognized tuberculosis expert, or from leprosy in a recognised leprosy institution, on production of a medical certificate and to the extent recommended in the certificate. 4. Twenty four months subject to the minimum of 36 months in all during the entire temporary service where the leave is required for the purpose of prosecuting studies certified to be in the interest of the institution provided that; <ol style="list-style-type: none"> a) the employee has completed three years of continuous service on the date of expiry of leave of any kind admissible including three months extra ordinary leave. b) Before grant of the extraordinary leave the employee concerned gives an undertaking by the executing a bond to the prescribed by Cane Commissioner to the effect that after returning from leave he would serve for at least three years on the same post or on any other post and in default pay which he was drawing at the time of proceeding on leave, and other expenses, if any following the expiry of the sanctioned leave at the rate in force on the first day of april of the financial year in which the leave may commence. <p>N.B. Leave to temporary and officiating staff of different categories will be sanctioned by the same authority as mentioned against each in Schedule III as in case of permanent staff.</p>

THE U.P. CO-OPERATIVE SERVICE REGULATIONS 1975

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THE U.P. CANE CO-OPERATIVE SERVICE REGULATIONS, 1975

(Framed under Section 122 of the U.P. Co-Operative Society Act, 1965 (Act XI of 1966)
by the Cane Commissioner, Uttar Pradesh, the Authority constituted under Government
Notification No. C/95(I)-S XII-Ca-Co-op. (A) Deptt. January 24, 1970)

CHAPTER I (PRELIMINARY)

1. Short title, extent and commencement .

a) These regulations shall be called the Uttar Pradesh Cane Co-operative Service Regulation, 1975, and shall apply to all the employees to Co-operative Cane Development Unions in Uttar Pradesh and those of U.P. Co-operative Cane Unions Federation Ltd., Lucknow subject to the provisions of sub-regulation(c) below.

b) These regulations shall come into force from the date of their publication in the Uttar Pradesh Gazette and shall supersede the existing service regulations.

c) An employee who is in service of the Union or the Federation, as the case may be, on the date these regulations come into force may opt for the old pay scale and other allowances including dearness allowance, if he so chooses, such option shall be exercisable within ninety days from the date of commencement of these regulations. The option once exercised shall be final and shall not be changeable. If no option is exercised by an employee within the specified period the employee will be deemed to have opted for the pay scale and other allowances admissible under these regulations. In all other matters these regulations shall prevail.

d) The option exercised under sub regulation above shall be effective only till the incumbent remains on the post for which he exercised the option.

2. DEFINATION- In these regulations, unless there is anything repugnant in the subject or context;

a) "Act" means the U.P. Co-operative Society Act 1965 (U.P. Act No. XI of 1966) as amended from time to time.

b) "Rules" means the U.P. Co-operative Society Rules, 1968, as amended from time to time.

c) "Registrar" means Registrar Cane Co-operative Societies, U.P.

d) "Cane Union" or "Union" means and includes a Co-operative Societies registered under the U.P. Co-operative Societies Act, 1965 or any other law for the time being in force in U.P. relating to Co-operative Societies, the primary object of which is to arrange for the development and marketing of sugarcane grown by its members.

e) "Cane Unions' Federation " or Federation" means the U.P. Co-operative Cane Unions Federation Ltd. Lucknow.

f) "Committee of management" with its equivalent in Hindi as "Prabandh Samiti" means the Committee constituted in accordance with the U.P. Co-operative Societies Act, 1965 rules framed there under and the by-laws of the cane Union or the federation, as the case may be.

g) "Month" means Calendar month.

h) "Chairman" with the equivalent in "Hindi" as "Sabhapati" means the Chairman of a Cane Unions or the federation, as the case may be elected or nominated according to the provisions of the Act, Rules and the Bye-laws.

i) "Bye-Laws" means registered by-laws of the Cane Union or the Federation, as the case may be.

j) "Secretary" with its equivalent in Hindi "Sachiv" means the person appointed as such in a Cane Union or the Federation, as the case may be, in accordance with the provisions of the Act, Rules and the Bye-laws.

k) "*"Year" means the Co-operative year commencing from the first day of April and ending on the 31st March next following;

l) "Member of Service" means and includes an employee of a Cane Union or the Federation, as the case may be.

m) "Service" means Cane Co-operative service.

n) "** "Crushing Season" means the period commencing from the date when the crushing of sugarcane in concerned sugar factories commences till the date when crushing ends.

o) "Cane Commissioner" means an officer appointed as such by the State Government under section 9 of the U.P. Sugar (Regulation of supply and Purchases) Act, 1953 (U.P. Act No. XXIV of 1953).

p) "Zonal Cane Service Authority" means the authority constituted at the level of the Co-operative Cane Development Union herein- after called "Zonal Authority".

q) "District Cane Service Authority" means the authority constituted at the district level, herein after called "District Authority".

r) "Regional Cane Service Authority" means the authority constituted at the regional level, herein after called "Regional Authority".

s) "State Cane Service Authority" means the authority constituted at the state level, herein after called the "State Authority".

Definition regarding pay, post, subsistence grant and time scale as given rule 9(21), (22), (23), (24), (25), (27), (28), (30) and (31) in the F.H.B., Vol. II)Part II to Iv) shall also apply.

** Amended by order No 480/C/Samit Dated 17-5-1993

* Amended by Government

CHAPTE II

(Classification of service, pay scales and allowances)

3. Classification of service:- members of the service shall be classified as under:-

- a) Supervisory staff such as Secretary and assistant secretary, accounts officer, fertilizer officer, Managing Director(Already provided in the U.P. Co-operative Societies Act), additional secretary , joint secretary(General), Joint secretary(planning & training), joint secretary(publicity), joint secretary(Checking squad),joint secretary(fertilizer), assistant accounts officer, special secretary, assistant fertilizer officer.
- b) Field staff such as fertilizer inspector, supervisor, and ganna gram sewak
- c) Instructors.
- d) Technical staff such as engineer, overseer, road supervisor, tube-well operator, mechanics, vaid, hakim, compounders and motor driver and mechanics.
- e) Ministerial staff such as office superintendent, accountant, section incharge and assistant accountant, senior noter & drafter, junior noter and drafter, cashier, clerk, typist, steno-typist and librarian.
- f) Fourth class staff such as peon, orderly peon, mail, chaukidar, armed-guard, daftri, basta-bardar, Manure Mate, Sweeper and cleaner.
- g) Seasonal staff such as station or yard incharge, Seasonal Clerk, Payment Clerk, Purch Distributor or Cyclist and Jamadar.

***(The post of Ganna Gram Sewak, Supervisor, Hakim, Vaid, Junior Engineer, Tube well operaor, Compounder, Road supervisors, Yard Incharge, Jamadar, Line man abolished by the Cane Commissioner and Registrar, Cane Coop. Society U,P, an order no. 1130 dated 26 Oct., 1988)**

4. Pay Scale – Time to time Revised pay scale enclosed herewith .

****5.ALLOWANCE-**

The staff of the Federation and the Cane Unions shall be entitled to get dearness allowance the rates prescribed by the State Government to its employees from time to time .

6. Fixed traveling allowance shall be admissible to the following staff at the rates noted against each for journeys performed in their circles:

Supervisors	Rs. 15/p.m.
Ganna Gram Sewak	Rs. 10/-p.m.
Drivers	Rs. 11/-p.m. but the oldest one driver is Allowed Rs. 20/- p.m. as F.T.A.
Purchi distributors Or Cyclist(seasonal)	Rs. 5/-p.m.

Note:- F.T.A. of supervisors and Ganna Gram Sewak will be subject to revision from time to time according to revision made by government in case of similar staff.

****7.** House rent- each member of the service of Cane Unions Federation and the Cane Union staff be entitled to get house rent allowance at the rates admissible to the employees of the State Government from time to time.

8. All the members of staff of the federation and cane union shall get a city compensatory allowance at the rate prescribed by the state government for various categories of their staff.

10. Subject to provision to regulation no.1 allowances other than those mentioned in these regulations, if any, being paid before the commencement of these regulation shall cease to be paid from the date of coming into force of these regulations.

Provided that where a separate typist is not maintained for want of sufficient type work and the work is entrusted to any other clerk in addition to his own allotment, an allowance Rs. 10/- p.m. may be paid with the approval of the district authority.

11. It shall not be open to any authority to grant any allowance, other than those mentioned in these regulation to any employee except with the approval of Cane Commissioner.

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

****AMMENDED BY ORDER NO. 334/C/SAMIT DATED 9.2.1984**

CHAPTER III

(Strength of staff, their qualifications and recruitment)

Strength of staff:-

13. Strength of different categories of staff will be determined by the Committee of Management of the Cane Union concerned with the prior approval of the Regional Authority, and in case of the Federation with the prior approval of the Cane Commissioner. In determining the strength the Committee of Management will keep in view the work load and the financial condition of the institution concerned as well as the following limitations in case of Cane Union.

- a) Special Secretaries along with such number of Secretary or and Assistant Secretaries as the exigency of work may require.
- b) Secretary and Asstt. Secretary according to the work load may be provided in the Cane Unions supplying between 10 to 15 lacs quintals of cane based on an average of preceding 5 years.
- c) Assistant Secretaries may be provided in the cane unions supplying upto 10 lacs quintals cane based on an average of preceding 5 years.

QUALIFICATION

14. Educational and other qualifications including age of the staff directly recruited shall be as provided in schedule- I attached to these regulations.

RECRUITMENT

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

provided that reservation in all the services of cane unions and cane unions federation shall be made for schedule castes, schedule tribe, disabled military persons, physically handicapped persons and dependants of fighters of freedom in accordance with the order of the state government issued from time to time.

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

17. In case of recruitment through direct selection the recruiting and appointing authorities mentioned under regulation no. 35 of chapter V of these regulations shall advertise the post in local news papers and also by circulations on the form prescribed for the purpose by the Cane Commissioner. U. P.

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

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

1. Hindi an English essay;
2. General knowledge and correspondence .
3. Typing with a speed of 30 words per minute (for ministerial staff only).
4. Steno typing with a speed of 80 words at least (for steno-typist only)
5. Accounts and book-keeping (for assistant secretaries and accountants)

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

20. In case of recruitment by preferment from the lower rank subject to the rejection of unfit. No application shall be necessary in this case nor incumbent shall be required to pay any fee.

CHAPTER V

(categorization, recruitment)

21. At the end of each crushing season the secretary of the cane union shall classify the entire seasonal staff into "A" and "B" categories on the basis of their work and worth during the season. Such persons as possess unquestionable integrity and have discharged their duties efficiently during the crushing season shall be placed in "A" category and rest category "b" when seasonal employee is proposed to be placed in category "B" he will informed of the same together with the ground for his proposed categorization and an opportunity shall be given to him to explain the charges and deficiencies against him. These proceeding shall be of summary nature and shall be conducted by the secretary of the union concerned.

22. The secretary shall put up the category wise list of the seasonal staff before the zonal or district authority as the case may be of the union for approval. In case of the list of category "B" staff be shall also put up the charges, explanation of the employees concerned and his finding thereon for the consideration of the zonal or district authority the case may be. If any case the authority it may in the case alter the category from to "A" there after the original lists including the alterations if any, ordered by the zonal district authority, as the case may be, shall declared final and posted on the notice board of the union duly signed by the chairman of the meeting and secretary.

RECRUTIMENT

23. Recruitment for the post, if any, remaining vacant after earmarking the posts for the staff placed in category "A" out of the strength fixed by the committee of management, shall be notified on the notice board of the cane union and other prominent place or office in the district concerned and applications on the prescribed form shall be invited for the purpose.

24. The qualifications etc. shall be those laid down for different categories of seasonal staff in schedule -1

25. The candidates shall be required to takes an examination in Hindi and arithmetic (each paper containing 50 marks). Those candidates who obtain pass marks in the written examination shall also be required to appear in a interview for personality rest. The interview shall carry 50 mark of written test and interview will be added and a list of selected candidates in order of merit will be drawn and certified by the secretary and chairman of the zonal or the district authority, as the case may be a copy of list will be displayed on the notice board and another copy sent to the district cane committee concerned for record. All appointment during the season shall be made from the said list in seriatim.

26. The staff placed in category "A" shall be automatically re-employed in the next season unless the strength of seasonal staff has been reduced in any particular year to such an extent that it may be possible to re-employ all such staff.

27. Disciplinary proceeding:- In the event of a complaint against any member of the seasonal staff the secretary of the union shall make a preliminary enquiry and if he is satisfied that a prima facie case is established against the person concerned he shall intimate the same to him in the form of charges and call for his explanation to he submitted within a specified time. The secretary of the union shall examine records and submit his final report along with definite recommendation to the district or zonal authority, as the case the may be for passing final order in the case. Incase the explanation is not received within the specified time the secretary shall submit his final report to the district or zonal authority, as the case may be on the basis of material already on the file. These proceedings shall be of a summary nature and the secretary should not take more than a month to complete the same. The district or zonal authority, as the case may be should also arrange to dispose of the case within one month of the receipt of the final report from the secretary . In case of default on the part of secretary of cane union or district or zonal authority as the case may be, in not completing the disciplinary proceedings against a seasonal staff by the end of crushing season, the same shall be deemed to have been automatically dropped.

28. The procedure narrated in regulation no. 27 shall not apply where the person concerned has absconded or is continuously absent from duty for a week or where for other reasons it is impracticable to communicate within him. In such cases the secretary shall submit his final report to the district or zonal authority as the case may stating the reasons for not following the procedure laid down in regulation no. 27 together with his views and recommendation based on records available for passing final orders in the case.

29. Suspension:- If the matter of the case against any member of the seasonal staff is such as to warrant his suspension, the secretary of the union may after holding preliminary inquiries and being satisfied that a prima facie case is established against the seasonal employee concerned suspend him form service . The order of suspension is subject to the approval by the district or zonal authority as the case may be of the union at its next meeting . In this case also procedure laid down in regulation no. 27 shall be followed after suspension. Care should be taken that suspension should not be resorted as a matter of routine but it should be ordered only when it is absolutely necessary in the circumstances of the case.

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

31. Appeals:- A seasonal employee aggrieved of the decision of the district or zonal authority, as the case may be under regulation nos. 22, 27, 28 may appeal the authority specified in Schedule-II within thirty days from the date of display the category list on the notice board in case of regulation no. 22 or the date of order under regulation no. 27 or 28 as the case may be.

**32. Leave to seasonal staff:- Seasonal staff shall be entitled to casual leave, earned leave, medical leave and other leaves as per provisions of Chapter XIV, and subject to the conditions laid down in Schedule III of this service regulation.

** AMMENDED BY ORDER NO. 456/C DATED 14.5.1993

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

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

CHAPTER V

(RECRUITING AND APPOINTING AUTHORITIES AND THEIR CONSTITUTIONS)

35. Recruiting and appointing authorities-

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

(1) ZONAL CANE SERVICE AUTHORITY:

- (1) Fourth class staff of the respective cane union, as defined in regulation 3(f)
- (2) Seasonal purzi distributors.
- (3) Seasonal line jamadar.

(2) DISTRICT CANE SERVICE AUTHORITY:

- (1) Seasonal cashiers.
- (2) Seasonal clerks.
- (3) Seasonal yard incharge.
- (4) Ganna gram sewaks.
- (5) Jeep drivers.
- (6) Hakim/vaid and compounders for dispensaries run by the unions.
- (7) Operators of the tube-wells owned by the cane unions.
- (8) Road supervisors.

(3) REGIONAL CANE SERVICE AUTHORITY

- (1) Assistant accountant.
- (2) Clerks.
- (3) Cane development supervisors.

(4) STATE CANE SERVICE AUTHORITY

- (1) Accountants and cashiers of the cane unions.
- (2) Fourth class staff of the federation as defined in regulation no. 3(f).
- (3) Drivers of vehicles owned by the federation.
- (4) Ministerial staff of the federation as defined in regulation no. 3(e)
- (5) All types of supervisory staff of the unions of the state and the federation as defined in regulation no. 3(a).
- (6) Fertilizer inspectors.
- (7) Engineers and overseers.
- (8) Instructors.

Any other post created by the Cane Commissioner at any level shall fall within the purview of such authority as may be the Cane Commissioner.

36. "Constitution of authorities mentioned in regulation no. 35 shall be as under":-

(1) ZONAL CANE SERVICE AUTHORITY

- (1) Senior Cane Development Inspector of the zone . Ex officio Chairman .
- (2) Two representatives of the union nominated by the committee of management of the union concerned. Member
- (3) One of the C.D.Is. of the zone to be by the D.C.O. of the district. Member
- (4) Sachiv of the cane union Ex officio member/Secretary.

Note:- (a) In case more than one cane union falls in the area controlled by a senior cane development inspector, such authorities shall be constituted for each union separately and the same senior cane development inspector shall be ex officio chairman of each such authority,

(b) When the area of operation of a cane union falls in more than one council area Deputy Cane Commissioner of the region shall decide as to which S.C.D. will be chairman of the Zonal authority of such union.

(2) DISTRICT CANE SERVICE AUTHORITY:-

- | | |
|---|---------------------------------|
| (1) District Cane Officer | Ex officio Chairman. |
| (2) One representative from among the chairman of the unions of the district nominated by the Deputy Cane Commissioner of the region on lottery Basis. | Member |
| (3) One representative of the Federation from among the members of its general body, belonging to the district, to be nominated by the committee of management of the federation. | Member |
| (4) One officer nominated by the Cane Commissioner. | Member |
| (5) One senior cane development inspector of the district nominated by the Cane Commissioner. | Ex officio Member/
Secretary |

(3) REGIONAL CANE SERVICE AUTHORITY:-

- | | |
|---|----------------------------------|
| (1) Deputy Cane Commissioner (Regional) | Ex officio Chairman |
| (2) One member of the Committee of management of the cane union of the region to be nominated by the the Cane Commissioner on lottery basis. | Member |
| (3) One representative of the Committee of management of the federation, belonging to the region, nominated by the committee of management of the federation. | Member |
| (4) An officer to be nominated by the Cane Commissioner. | Member |
| (5) District Cane Officer of the region head-quarter. | Ex officio member/
Secretary. |

**** (4) STATE CANE SERVICE AUTHORITY:**

- | | |
|--|---------------------|
| (1) Cane Commissioner, U.P. Lucknow | Ex officio Chairman |
| (2) Two representatives members of the the committee of management of federation to be nominated by the committee of management of the the federation. | Member |
| (3) Managing Director of the Federation | Ex officio Member |
| (4) An officer appointed by the Cane Commissioner. | Member Secretary |

In the event of the chairman of the "Service authorities" mentioned above shall have right to casting vote besides their own vote.

****37.** Regarding holding of meeting including the fixation of its date, time, place and its circulation, quorum, expression and recording of dissent, if any, preparation of the minutes obtaining the signatures of the participants thereon in confirmation thereof the following procedure will be followed.

****37(a) Notice of meeting and fixation of date.**

Notice of meeting of zonal/Distt./regional of state cane service authority, as the case may be, shall specify the day, hour and place and the agenda of the meeting and shall be sent by post under certificate of posting or by special messenger on postal address of the member concerned.

Non- receipt of notice by member would, no case, render the proceedings of meeting invalid not they could be questioned. However the notice for the meeting would be required to be dispatched 7(seven) days in advance in case of ordinary meeting and 3(three) days in advance in case of emergent meeting, date of posting and date of meeting should be excluded.

****37(b)** Secretary of the service authority with permission of its Chairman, shall call for the meeting, the same could also be called on written request of two members of the concerned authority. However it would be mandatory to hold a meeting either every three months.

****37(c) Place of Meeting**

1. Zonal Cane Service Authority	Office of the Cane Union Concerned
2. Distt. Cane Service Authority	Respective Head Quarter of Distt. Cane Officer.
3. Regional Cane Service Authority	Respective Head Quarter of Joint/Deputy Cane Commissioner.
4. State Cane Service Authority	Office of Cane Union Federation, Ltd.

**** 37(d) Conduction of meeting;**

The agenda of meeting would be followed unless any change is suggested by the majority of members present. The proceedings, item wise, would be recorded just after resolution is considered. The dissent if any, must invariably be recorded. Further if the decision taken is not unanimous and obtained by way of voting means recording the number of votes cast for or against regulation must also be recorded. The decision by majority of votes shall be final and would be taken as resolved.

****37(e) Quorum of the meeting.**

Quorum for meeting of any Service Authority shall be the half of total no. of member of respective Zonal, Distt., Regional or State Cane Service Authority(as the case may be). But for the adjourned meetings for want of quorum, the same shall be one third of the total no, of member of the authority.

****37.(f)Recording the minutes of meeting.**

The minutes of meeting should be recorded by the secretary of the respective Service Authority giving details of proceedings, voting, dissent vote if any by any members, decision, by majority or unanimously. The minutes shall be recorded on the same day and signed by all the members present in the meeting in the register maintained for the purpose and its pages must be consecutively numbered and verified by member secretary. Pasting of loose-leaves have no validity. Decision by majority should be taken as the resolved resolution of the meeting.

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

39. "T.A, to the non-official members of the various authorities mentioned in regulation 36 above shall be paid by the Cane Unions or the Federation to whom they represent in the authority, in accordance with the provisions in chapter XXVII of the U.P. Co-operative Societies Rules, 1968".

CHAPTER VI

(Appointment and promotions, probation, confirmation and compulsory retirement).

40. Appointment and Promotions:- All appointments or promotions shall be made strictly in accordance with list and in the order prepared by the Recruiting and Appointing Authority concerned at the time of selection either by direct recruitment or by preferment from the lower rank as the case may be . Fifty percent of the Seasonal staff shall betaken in regular employment of the Cane Unions provided the fulfill the prescribed qualification and are other wise also found suitable for the post, provided further that each member of the seasonal staff must have put in five years or more continuous service.

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

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

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

****AMMENDED BY ORDER NO. 30/C/SAMIT DATED 7.6.2000**

44. On putting up a satisfactory record of service during the period of probation an employee will be confirmed on completion of the period of probation by the recruiting and appointing authority concerned. The formal orders in writing shall issued with a reasonable period, Soon after the completion of the probation.

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

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

** 47.(a) **Retirement:-** Except or otherwise in these regulations, the date of superannuation from service of an employee of a Co-operative Society who has not been compulsorily retired after the age of fifty five years shall be the last date of the month in which he attains the age of sixty years, but if he attains the age of sixty years on the first day of the month, the date of superannuation shall be the last day of the preceeding month.

Provided that (i) the Recruiting and appointing authority concerned may at any time, without assigning any reason, require a member of the Cane Co-operative service to retire on three months' notice or pay in lieu of the while or part thereof, after he attains the age of 55 years or such lesser age as together with the period of notice in lieu of which the pay is substituted would aggregate to 55 years, so, however, that in the case of pay being given in lieu of whole or part of such notice the said period shall stand added to the employees qualifing service for the purpose of calculating federation share of C.P.F. and the death-cum-retirement gratuity due to him for no other purpose; or

(ii) the member of the Cane Co-operative service, may, after attaining the age of 55 years voluntarily retire after giving three months' notice, to the Recruiting and Appointing Authority concerned.

(2)Provided further that:-

(i) The notice of voluntary retirement given under after (ii) of the first provision by an employees against when a disciplinary proceeding is pending or contemplate shall be effective only if it is accepted by the Recruiting and Appointing Authority concerned subject to the condition that in case of contemplated disciplinary proceeding s, the employee is so informed before the expiry of the period of notice.

(ii) The notice once given by member of the Cane Co-operative service, under part (ii) of the first provision shall not be withdrawn by him except with the permission of the Recruiting and Appointing authority concerned.

(b) The date of compulsory retirement of a fourth class servant of the Cane Co-operative service is the date on which he attains the age of 60 years. He may be retained in service after that date only under very special circumstances and with the approval of the Cane Commissioner.

(c) In giving notice under provision 1(i) of sub regulation (a) above the Recruiting and Appointing authority shall be guided by the instructions and standards laid down by the State Government for Government servant from time to time.

CHAPTER VII

(Pay and increments)

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

49. (a) where a member of service holding a post in substantive, temporary or officiating capacity to another post with duties and responsibilities of greater importance than those attached to the post held by him, his initial pay in time scale of the higher post shall be fixed at stage next above the pay arrived at by rationally increasing his pay in respect of the lower post by one increment at the stage which such pay has accrued.

(b) Provided that where a member of the cane union service immediately before his promotion or appointment to a higher post is drawing pay at the maximum of the time scale of the lower post shall be fixed at the stage in the time scale next above such maximum in the lower post.

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

51. Increment:- an increment unless it is withheld, shall ordinarily be sanctioned as a matter course by the secretary to the recruiting and appointing authority concerned. An increment may be withheld from a member of cane co-operative service by the recruiting and appointing authority concerned if his conduct has not been good or his work has not been satisfactory. In ordering the withholding of an increment, the authority concerned shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments.

52. When efficiency bar is prescribed in a time scale the increment next above the bar shall not be given to the employee with out the specific sanction of the recruiting and appointing authority concerned.

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

54. The following provisions prescribed the conditions on which service counts for increments in a time scale:

(a) All duty in a post on a time scale counts for increments in that time scale:

(b) Leave other than extra-ordinary leave and leave on half average pay, counts for increment, in the time scale of the post.

(c) In case of employees officiating on higher post, the period of leave other than extra ordinary leave and leave on half average pay, counts for increment in the time scale of that higher post only when it is certified by the competent officiate on that higher post had he not proceeded on leave. The period which counts for increment is, however, restricted to the period during which he would have actually officiated on the higher post.

(d) Service on deputation count for increment in the time scale of the post on which the employee holds a lien.

(e) If a member of the service is appointed to officiate on a higher post or to hold a higher temporary post, his officiating or temporary post, his officiating or temporary service in the higher post shall, if reverted to the lower post, counts for increments in the time scale applicable to such lower post. The period of officiating service in the higher post which counts for increment in the lower post is, however restricted to the period during which the employee would have served in the lower post but for his appointment to the higher post.

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

CHAPTER VIII

(Foreign Service)

56. No employee may be transferred to foreign service against his will. The recruiting and appointing authority concerned shall be competent to transfer an employee to foreign service on the standard terms of deputation applicable to the Government servants of the state.

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

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

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

CHAPTER IX

(Transfers)

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

(1) From one Cane Union to another outside the district

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

61. (1) The transfer within the region from one Cane Union to another outside the district, in case of the staff other than Assistant Secretaries and Special secretaries, shall be made by the "Regional Authority".
- (2) The transfer of the staff from one Cane Union to another within the district except Accountant, Cashier, Assistant Secretaries and Special secretaries shall be made by the District Authority.
- (3) Transfer of Accountant, Cashiers and Assistant Accountants and clerks within region will be made by the Regional Authority.
- (4) The Transfer of all supervisory staff including Assistant Secretaries, Secretaries, Special secretaries, Fertilizer inspectors, Overseers and Engineers from one place to another will be made by the State Authority.
- (5) The transfer of cashiers, Accountant, Clerks and Assistant Accountants from one region to another will be made by the State Authority.
62. Ordinarily transfer may be made on the following grounds;
- Overstay at a place or in a district.
 - Administrative grounds.
 - Own request,
63. For purpose of regulation no. 62 the period of stay at a place or in district is prescribed a below for each category of staff:-

No.	Category of Staff	Maximum period of stay	
		At a place	In a Distt.
1.	Special Secretary, Secretary, Assistant Secretaries, Assistant Fertilizer officer, Fertilizer inspector	3 years	6 years
2.	Assistant Secretaries of All grades	3 years	6 years
3.	Accountants	3 years	10 years
4.	Cashiers	3 years	10 years
5.	Supervisors	5 years	10 years
6.	Ganna Gram Sewak	5 years	-
7.	Clarks and typist	5 years	-

Provided the maximum period of stay may be extended upto 2 years with the approval of the Cane Commissioner

64. The Special secretaries, Assistant Fertilizer officer, Fertilizer inspector, Secretaries Assistant Secretaries, Accountants, Cashiers and Supervisors shall not be posted in their home district and Ganna Gram Sewaks shall not posted in their home zones.
65. Mutual transfers of the Union staff may also be allowed subject to the provisions of regulations 61,62,63 and 64 above at the discretion of the authority concerned, no T. A. will be allowed in such cases as also in the case of transfers on own request.

CHAPTER X

(Inquiries, Punishment and Appeals)

66. Authorities competent to conduct inquiries and disciplinary proceedings against each category of the members of the service are mentioned in column 3 of the second Schedule attached to these regulations. The inquiring officer shall submit his findings to the authority mentioned in column no. 4 for decision and an appeals against the orders of the said decision and an appeal against the orders of the said authority shall lie to the next higher authority mentioned in column no. 5 of the said schedule.
67. On receipt of a complaint the Inquiring officer concerned shall first make a preliminary inquiry against the official concerned and record statements to see if a prima facie case is made out. Where a case is made out against the official he will conduct the disciplinary proceedings in accordance with the procedure prescribed below. If in the opinion of the inquiring officer no case is established, he will report the matter to the competent authority as mentioned in column no. 4 of the second schedule. The competent authority may either drop the case or order further inquiry by any other officer.

PROCEDURE:

68. A complaint into which disciplinary proceeding are considered necessary on the basis of the preliminary inquiry, proceedings shall be recorded in writing in the form of charges which shall be communicated the official concerned and a copy of the same endorsed to the authority concerned as mentioned in column 4 of the second schedule. The basis of each charge and the evidence proposed to be considered in support of the charge should be given in details against each charge. The official shall be called upon by the Enquiring officer to submit his explanation in writing for each charge, within a specified time and also to state whether he desires to

be head in person or to produce any evidence (documentary or oral) or to examine or cross-examine any witness in his defence. He will allowed to see the relevant records if he so desires.

After his explanation has been received a date will be fixed for personal hearing when evidence, both oral and documentary shall be produced . He will be allowed to cross-examine such witnesses as he likes. He will then be given an opportunity to produce his own witness or documents in support of his defence. The inquiring officer shall then weigh the entire evidence and give his findings on each charge and recommend, punishment which, in his opinion, should be inflicted on the official, to the authority mentioned in column no.4 of the second schedule A a record of the proceedings shall be maintained by the enquiring officer.

If the official fails to submit his explanation within the time specified in the charge-sheet without sufficient reason, the inquiring officer shall be free to give his findings on the basis of the evidence before him and will recommend suitable punishment to the competent authority.

In case, on the basis of the report of the inquiring officer, the competent authority proposes to dismiss, remove or reduce in rank the official concerned it shall inform the official concerned, of the action proposed to be taken and shall give another opportunity to the official to defend himself. A copy of the report of the Inquiring officer shall also be supplied to the official concerned along with the show cause notice. He shall be required within a reasonable time to put in a written statement of his defence and to state whether he desires to be heard in person or to give further evidence for which an opportunity will be allowed to the official if so desired by him. The competent authority conducting the enquiry may, however, for sufficient reasons to be recorded in writing, refuse to call a witness. The proceedings of the inquiry shall contain sufficient record of the evidence and statement of the findings and the grounds thereof.

In case the competent authority decides to award a punishment other than dismissal, removal or reduction in rank, it may pass final orders on the basis of the inquiry report of the inquiring officer.

The above procedure shall not apply where the charged official has absconded or where it is for other reasons impracticable to communicate with him. In such cases, the inquiring officer will make a complete report to the competent authority for taking suitable action against the official concerned.

All or any of the provisions of the above procedure may, in exceptional cases and for special and sufficient reasons to be recorded in writing, be waived by the competent authority with the prior and express approval of the Cane Commissioner in cases where there is difficulty in observing exactly the requirements of the producing and if these requirements can be waived without injustice to the official charged.

69. At the conclusion of the disciplinary proceedings, the competent authority may impose any or more of the following punishments according to the nature and gravity of the offence:

- a) Censure
- b) With-holding the increment or increments. Including stoppage at an efficiency bar or promotion.
- c) Reduction to lower post or time-scale or to a lower stage in time -scale.
- d) Fine.
- e) Recovery from the pay or from such an amount as may be due to the employee of the whole or part of the pecuniary loss caused to the institution or institutions placed under his charge by his negligence or breach of orders.
- f) Removal from service.
- g) Dismissal from service.

N.B. Dismissal disqualifies an employee from reemployment in the service.

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

71. Police and Court cases- In the cases under Police investigation departmental inquiry should also be conducted simultaneously and as soon as sufficient evidence is available during such investigation, disciplinary proceedings may be initiated against the official concerned in accordance with the procedure laid down in regulation no. 68 and orders passed but disciplinary proceedings need not interfere with the police investigation which may be continued.

Should the decision of the trial court or the appellate court, as the case may be, in cases challenged by the police on the basis of their investigation, lead to the acquittal of the accused it may be necessary to review the decision taken in the departmental proceedings , if (a) the charge or charges brought against the accused in the court and in the departmental proceedings are one and the same and he is honourably acquitted of these charges by the court. In such a case the judgement of the court shall be accepted as final and the official concerned will be allowed full pay and allowances or re-instated, if he was under suspension, on full pay and allowances and the period of absence will be treated as duty.

Provided that if an employee has been acquitted by the court on technical grounds but the competent authority holds that the employee was guilty of departmental mis - demer and had not behaved in the manner in which a person of his position was expected to behave the earlier decision need not be revised:

Provided also that if any charge or charges other than those on which he has been tried and honourably acquitted, have also been levied against the official the competent authority may suitably revise its earlier decisions, if necessary, on the basis of the remaining charges and ignore the charges on which he was honourably acquitted by the court.

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

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

74. A member of service under suspension shall be entitled to a subsistence grant which should not ordinarily exceed one half of his pay. In exceptional cases in which the period of suspension is prolonged beyond six months for reasons for which the official is not responsible, the subsistence grant may be increased to three-fourth of his pay by the competent authority .

Provided that no payment of subsistence grant shall be made unless the official furnishes a certificate and the suspending authority is satisfied that the official was not engaged in any employment, business, profession or vacation and had not eaned remuneration therefore during the period of suspension.

Provided also that in case of suspension of a temporary employee, the substance grant shall not be paid beyond the date till which the employee would have continued on his post in the normal course.

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

76. Appeals- An employee who considers himself agrived of the order passed in his case shall have a right to appeal, within one month of the date of receipt of the order, to the appellate authority mentioned in Col. 5 of the Ii schedule.

Provided that the time taken in obtaining copies of any document required for appeal shall not count for the limitation mention above and the period of one month shall be reckoned from the date of supply of the copy of the document.

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

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

79. An appeal may be withheld by head of office if-

a) it is an appeal in a case in which no action lies;

b) it is not preferred within the time-limits prescribed in regulation no. 76;

c) it is repetition of a previous appeal and is made to the same appellate authority which has decided the previous appeal. The appellant will be informed of the fact in each case within a month as far as possible.

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

81. At the end of every year, all the head of office shall send a list of the appeals with head by the time the Cane Commissioner together with the reasons for with holding the same.

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

83. While forwarding an appeal the head of office shall give his comments.

84. While deciding an appeal, the appellate authority shall consider-

a) Whether the facts on which an order of punishment was based, have been established,

b) Whether the facts established afford sufficient ground for taking action, and

c) Whether the penalty is excessive, adequate or inadequate.

After such consideration the appellate authority shall pass such orders as he may deem just, proper and equitable. He may (1) allow the appeal in whole or in part, (2) dismiss the appeal, or (3) remand the case to the lower authority against whose order the appeal has been preferred, with such directions as it may deem fit.

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

86 (1) When an employee who has been dismissed, removed or suspended is reinstated, the authority competent to order the reinstatement shall consider and make a specific order;

(a) regarding the pay and allowances to be paid to the employee for the period of his absence from duty, and

(b) Whether the authority mentioned in sub-regulation(1) is of the opinion that the employee has been fully exonerated or, in the case of suspension, that it was wholly unjustified, the employee shall be given the full pay and allowances to which he would have been entitled, had he not been dismissed, removed, or suspended, as the case may be.

(2) Whether authority mentioned in sub-regulation (1) is of the opinion that the employee has been fully exonerated or, in the case of suspension, that it was wholly unjustified, the employee shall be given the full pay and allowances to which he would have been entitled, had he not been dismissed, removed, or suspended, as the case may be.

(3) In other cases the employee shall be given such proportion of pay and allowances the competent authority may prescribe:

(4) In a case falling under sub-regulation(2) the period of absence from duty shall not be treated as period spent on duty, unless such competent authority specifically direct that it shall be so treated for any specified purpose.

(5) In a case falling under sub-regulation (3) the period of absence from duty shall not be treated as a period spent on duty, unless such competent authority specifically direct that it shall be so treated for any specified purpose.

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

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

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

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

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

92. The Cane Commissioner may call for record of any decided case within six months of the date of order if it comes to his notice that the competent or the appellate authority misused his power to unduly favour an employee against the interest of the institution to which the employee belongs, he may call for the records of the case and revise the order of the competent of the appellate authority, as the case may be.

CHAPTER XI

(COMBINATION OF APPOINTMENTS)

93. The recruiting and appointing authority concerned may appoint an employee to hold substantively, as temporary measure or to officiate in, two independent posts at one time in such cases his pay will be regulated as below:

a) The highest pay, to which he would be entitled if his appointment to one of the posts situated alone may be drawn on account of tenure of that post.

b) For other posts he shall draw such reasonable pay, in no case exceeding one-fifty of the presumptive pay of the post as the recruiting and appointing authority concerned may fix.

(c) In case of death of permanent staff during service period in Cooperative Cane Union Federation/ Cooperative Cane Union the dependent shall be entitled for service as compensatory ground as per rules prescribed "The Uttar Pradesh Recruitment of Dependent of Government Servants Dying in Harness Rles, 1974 for State Govt. Servent."

(d) In case of death of seasonal staff during service period in Co-operative Cane Union, the dependent shall be entitled for service on compensatory ground. The appointment shall be given in the cadre of seasonal staff as per educational qualification.

Without prejudice to generality of above provision, the dependents of such seasonal employee who died in harness between the period 13-06-2002 to 03-04-2010 shall also be entitled for service in the cadre of seasonal employees if the dependent of such seasonal staff apply for employment within three months from the publication of this gazette.

Explanations- (1) Presumptive pay for the purposes of clause (b) of the regulation should be taken to be what the employee who is placed in additional charge, will draw as initial pay in the time-scale of the additional post under regulation no. 49 were he formally transferred to it. Where the maximum pay of the lower post is less than the pay of the employee in his substantive post, the maximum of the pay of the lower post should be taken as the presumptive pay for the purpose of clause (b) of the regulation;

(2) This regulation will not apply when an employee is not formally appointed to the additional post;

(3) The recruiting and appointing authorities shall not ordinarily fill up vacancies of less than one month's duration unless there are special reasons to do so and such appointment is wholly justified.

CHAPTER XII (SERVICE RECORDS)

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

95. **Character Rolls-**

Like wise a character roll of each employee shall also be maintained by the Secretary to the Recruiting and Appointing Authority concerned. The Character Roll is a confidential record and entries shall, in ordinary course, be made at end of each co-operative year in each employee's character roll by the Secretary to the Recruiting and Appointing authority concerned on the basis of the work and worth and recommendations of the immediate officers. However, entries in respect of Secretaries, Assistant Secretaries will be recorded by the Cane Commissioner .

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

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

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

99. **Gradation List.**

A separate gradation list of all classes of services shall be maintained. Subject to the provisions of the regulation No. 15 and 41 seniority of the candidate shall be fixed according to the date of their approval by the Recruiting and Appointing authority concerned and the inter seniority of the directly recruited candidates and those belonging to preferment quota, if approved on the same date by the Recruiting and Appointing authority concerned, shall be fixed alternately beginning from the list of candidates selected by preferment quota i.e. first from the preferment list and to the second from the direct list and so on by rotation.

100. **Resignation and Termination-**

An employee may resign from service after giving one month's notice. The resignation shall be effective when it is accepted and the employee hands over complete charge of his office.

Similarly the Recruiting and Appointing authority concerned may also terminate the services of a temporary employee after giving one month's notice or pay in lieu thereof. The provisions regarding the notice would not apply to the officiating and stop-gap arrangements in which cases the termination shall be effective from the date of order.

CHAPTER XIII (Training)

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

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

1. Secretary Rs. 75/- per month.
2. Asstt. Secretaries Rs. 70/- per month.
3. Accountants Rs. 60/- per month

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

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

104. Training will be imparted in the following subjects :

1. Principles of co-operation and growth of co-operative movement in India.
2. Accounts.
3. Co-operative and other concerning laws.
4. Departmental rules and regulations.
5. Organisation management and working of Cane Union with particular

Reference to cane supply and maintenance of seasonal forms and account.

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

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

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

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

CHAPTER XIV

(LEAVE)

108. The following kind of leaves will be allowed to all the permanent and temporary staff excluding the seasonal staff :

- a) Casual leave.
- b) Earned leave.
- c) Medical leave.
- d) Leave on private affairs.
- e) Extra ordinary leave.

**f) Facility of encashment of the balance earned leave at the credit of the employees of cane unions and cane Federation shall be admissible subject to the maximum of 300 days.

**109. Casual leave- Seasonal staff will be entitled to avail 10 days casual leave and other staff will be entitled to avail 14 days casual leave during a calendar year.

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

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

Added & Amended by order no. 456/C dated 14.5.1993
Amended by order No. 389/C dated 13.9.2004

112. Casual leave will be sanctioned by the head of office or the immediate officer and a record of the casual leave sanctioned will be mentioned in the office of the authority sanctioning the casual leave in the form given below :

Serial No., Name Designation and leave availed.

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

114. Leave other than casual leave-

Extent of leave mentioned Under (b), (c), (d) and (e) of regulation no. 108 admissible to permanent and temporary staff along with the designation of the officers competent to sanction it, is mentioned in Schedules III and IV attached to these regulations.

115. Leave can not be claimed as a matter of right when the exigencies of the work of the institution so require, discretion to refuse or revoke leave of any kind is reserved to the authority empowered to grant it.

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

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

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

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

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

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

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

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

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

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

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

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

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

129. Where a temporary and officiating employee, not holding lien on any permanent post, fails to resume duty on the expiry of the maximum period of extra ordinary leave granted to him or where he is granted a lesser amount of extra ordinary leave than the maximum amount admissible, remains absent from duty for any period with together with the extra-ordinary leave granted, exceeds the limit upto which he could have been granted,

such leave, he shall, unless the recruiting and appointing authority concerned in view of the exceptional circumstances otherwise determines, be deemed to have resigned his appointment and shall accordingly cease to be an employee of the Cane Union or the Cane Unions Federation, as the case may be.

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

131. Average pay means the average monthly pay earned during the ten complete months immediately preceding the month in which the leave commences and where such ten complete months have not elapsed since the date of joining the service, average pay means the average monthly pay earned during the complete months immediately preceding the month in which the leave commences. But in the case of an employee who proceeds on leave before completion of one complete month of service, his average pay shall be equal to his pay on the day proceeding the date on which he proceeds on leave.

Provided that in case of a post the maximum of which does not exceed Rs. 90/- per mensem, average pay means the pay drawn immediately before proceeding on leave.

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

133. **Joining time-** In case involving necessary change of station of an employee he will be allowed six days for preparation and, in addition, one day for each 4000 Kms. Or part thereof to cover the actual journey by common or shortest route.

134. The Authority sanctioning the transfer may, however, reduce the joining time or extend it upto thirty days in the following circumstances :

(a) When in special circumstances the employee has been unable to use the ordinary mode of traveling and has spent more time on the journey then is allowed under regulation no. 133.

(b) When the employee has fallen sick on the journey.

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

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

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

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

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

CHAPTER XV

(Travelling Allowances)

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

CHAPTER XVI

(Gratuity)

141. Employee who retire on completing the age of 60 years or are retired under regulation no. 47 after 55 years or who dies while in service of a Cane Union or the Federation, the case may be, or who have put in five years continuous, good, efficient and faithful service but are rendered incapable for carrying on further service for reasons of health and are certified as such by the Civil surgeon, or who are retrenched, for reasons of economy, after putting in 5 years efficient and faithful service, will be paid a gratuity at the following rate for every completed year of service or any part thereof in excess of six months.

Half month's pay on each year's service for 5 years or over subject to the limit of fifteen months' pay or as prescribed by government from time to time.

** For sesional Employees gratuity admissible as per gratuity Act 1972.

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

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

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

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

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

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

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

149. All payments of gratuity to the staff of the Cane Unions and Federation shall be made from the 'Employees Gratuity fund' on the determination and sanction of the amount of gratuity by the Federation.

The cases of gratuity shall be finally disposed of within three months and payment made thereafter within one month.

CHAPTER XVII

(Bonus)

150. A reasonable part of the profit earned during a year by the Cane Union or the Cane Unions Federation shall be distributed as bonus to the staffing proportion to the service put in during that year. Rate of bonus shall be determined by the Committee of Management of the Cane Union concerned or the Federation as the case may be, but it shall not be less than the rate fixed by the Government, from time to time. The total amount of bonus to be distributed during any year will be ear-marked out of the profit at the time of sanctioning profit distribution by the Annual general Meeting of the Institution concerned.

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

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

CHAPTER XVIII

(Contributory Provident Fund)

153. Every Cane Union and the Cane Unions Federation which has in its service five or more employees holding whole time substantive appointment, shall establish a contributory provident fund for the benefit of the employee.

156. (a) The rate of monthly contribution by an employee shall be such as he may desire but it shall not be less than 5 per cent and not more than 15 per cent of the salary of the employee per month.

(b) The rate of contribution by the cane union and cane unions Federation at the end of each co-operative year shall not be less than the present one approved by the Registrar.

This rate shall not be increased without the previous approval of the Registrar ;

Provided that if any Cane Union was, before coming into force of these regulations, contributing more than 6-1/2% of the salary of any employee, it shall continue to contribute at that rate even without the approval of the Registrar unless such percentage is proposed to be raised further in which case approval of the Registrar shall be necessary ;

Provided further that the contribution of the Cane Union shall in no case exceed the contribution made by the employee.

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

158. The contributory Provident Fund shall be invested in any one or more of the modes given below:-

(1) In any of the securities specified in section 20 of the India Trust Act (Act No.2 of 1882) or,

(2) With any bank approved for the purpose by the Registrar or,

(3) In post office Saving Bank or,

(4) in any saving scheme launched by the Central Government or the State Government.

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

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

(1) Ordinarily not more than six months pay or half the amount his credit, whichever is less, may be advanced on the sanction of the Secretary to the recruiting and appointing authority concerned. Such an advance shall not be made until a period of at least 6 months has expired from the date of recovery of the last advance. The advance so granted shall be recoverable in not more than 24 equal monthly instalments, but

(2) in special circumstances the conditions laid down in sub-regulation (1) above may be waived by the recruiting and appointing authority concerned which may sanction an advance upto the extent of three fourth of the amount at credit of an employee recoverable in not more than thirty six equal monthly instalments even when a previous advance has not been fully paid up:

(3) No advance from the Contributory Provident Fund shall be made except when the pecuniary circumstances of the subscriber are such that the indulgence is absolutely necessary and the purpose of the advance is an urgent domestic need such as-

(a) to pay expenses in connection with protracted illness of the subscriber or a member of his family

(b) to pay expenses in connection with marriage funerals or ceremonies, which, by the religion of the subscriber, are incumbent upon him to perform and in connection which it is obligatory that the expenditure should be made;

(c) To pay expenses in connection with the birth of a child;

(d) to pay educational expenses of children above the High School standard. In this case the amount of advance shall not exceed the cost of books, school fees and boarding house charges if any, for one year;

(e) for repairs of the house owned by the subscriber or his dependent parents or for buying or building a house;

(f) for purchase of a cycle, motor cycle or scooter according to status.

162. The following are cited as examples for which grant of an advance from the Contributory Provident fund is not recognized as legitimate;

(a) Purchase of furniture to set up a house;

(b) Discharge of ordinary indebtedness;

(c) Travelling ;

(d) Luxury conveyance;

(e) Pilgrimage to holy places;

(f) cost of defending a suit.

163. Interest at the rate of 5 per cent P.A. will be payable by the employee on each advance to be calculated on the basis of the following formula :

Amount of advance X No. of instalments upon Rate of Interest X 1000

Rate of interest may be revised by the Cane Commissioner as and when a necessary.

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

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

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

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

168. Each subscriber will nominate an heir as is the case of Bonus, Gratuity and security on the form prescribed as Schedule VI so that in the event of his death the amount at his credit in the C.P.F. account may be paid to the nominee subject to the conditions laid down in regulation nos. 164 to 167.

General-

169. When the service of an employee are lent to institution other than the Cane Unions' Federation or the Cane Union, he will continue to enjoy the benefits of the Contribution in such a case shall be paid by the institution to which the service are lent, at the same rate as would have been paid by the Cane Union or the Cane Union's Federation as the case may be.

CHAPTER XIX
(Security)

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

Sl.No.	Name of the Post	Details of security prescribed.
1.	Special Secretaries, Secretaries, Asstt. Secretaries of all grade & Fertilizer Inspectors.	2000/-
2.	Accountants of all grades and Accountant of the Federation	2000/-
3.	Supervisors	1000/-
4.	Cashier of the Unions and the Federation	5000/- + 5000/- Personal Security
5.	Clerks dealing with store and cash	4000/-
6.	Other clerks and typists	250/-
7.	Ganna Gram Sewaks	250/-
8.	Peons and Chaukidars	100/-
9.	Seed store mates	100/-
10.	Payment clerks or Seasonal cashiers	1000/- & Fidelity Guarantee of Rs. 5000/-
11.	Clerks	200/-
12.	Purzi distributors	100/-
13.	Jamadars and Peons	25/-

Security of the technical staff may be fixed according to local needs by the Committee of Management of the Cane Union concerned.

171. The security money shall be furnished by the employee in cash at the time of joining but in case of regular employees except the cashier, security amount may be deducted from their pay every month regularly at the rate of one-tenth of pay till the full amount of cash security prescribed in regulation no. 170 is completed.

172. Cashiers other than payment clerks and seasonal cashiers may also be allowed to furnish the security by deduction from their pay as in case of other regular employes provided they furnish Rs. 1000/- in cash at the time of appointment alongwith a fidelity guarantee for Rs. 5000/- till the later amount is completed through monthly deductions from their pay.

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

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

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

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

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

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

CHAPTER XX (Conduct Rules)

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

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

181. No employee shall lend money to any member of the cane union of which he is any employee.

182. No employee shall borrow money or otherwise place himself under a pecuniary obligation to any person subject to his official authority or residing, possessing immovable property or carrying on business within the local limits of such authority.

Provided that the employee are permitted to have their dealings with the co-operative societies registered under the U.P. Co-operative Societies registered under the U.P. Co-operative Societies Act, 1965 (Act XI of 1966) or deemed to be registered under it.

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

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

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

186. An employee shall communicate, directly or indirectly any official document or information to any person not authorize to receive the same or to the press.

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

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

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

190. No employee shall canvass or otherwise interfere or use his influence in connection with or take part in any election to any legislative body, to Committee of Management of any Cane Union or the Federation or any Committee constituted under these regulations:

Provided that any person who is qualified to vote at such election, any exercise his right of vote.

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

CHAPTER XXI (Relief to employees)

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

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

This retrenchment shall effect the junior most.

194. **Advances-** In case of distress an employee holding lien on a permanent post, may be allowed by the Committee of Management of the institution concerned an advance not exceeding tow months' salary of the

employee. Such an advance shall be recoverable in not more than 24 equal monthly instalments from the pay of the employee, as the sanctioning authority may fix.

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

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

CHAPTER XXII
(MISCELLANEOUS)

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

**(a) In exercising of the power vested in the Under Regulation no. 200 of the U.P. Co-operative Cane Service Regulation 1975 and Rule no. 391(a) U.P. Co-operative Society Rules, 1968 Cane Commissioner/ Registrar, U.P. Co-operative Cane Societies, U.P. allow for making financial arrangement required in connection with mention the financial burden on account of salaries etc. of the employees and officers of the Zonal Cane Service Authority, District Cane Service Authority, Regional Cane Service Authority and State Cane Service Authority, in each Cane crushing season for each co-operative Cane Society on 3% of total society commission fix as below:

Zonal Cane Service Authority	5%
District Cane Service authority	25%
Regional Cane Service authority	20%
State Cane Service Authority	50%

The audit must be get completed by 30th June of every year taking in consideration the Budget estimates, provisions, actual expenditure. The compliance of audit objections must be 30 the September of the year.

198. The Cane Commissioner, U.P. , May frame rules for the fixation of pay of the employees of the Cane Cooperative Service in the pay scale revised in chapter II of these regulations.

(a) Subject to the availability of vacancies a clerk of the Union who had been transferred to the Cane Federation either on his own request or in the interest of work shall be entitled to the scale of the Federation which shall not be lower than his own in the cane union and his seniority in the Cane Federation shall count from the date of joining.

Provided that an employee who is already working in the Cane Federation on the promulgation of these regulations shall be required to give his option from the same and the option once exercised shall be irrevocable.

New Regulation 198 (b)

The service of the staff of Cane Union Federation Press can be transferred to cane unions subject to the availability of vacancies as per qualification of vacant post. They shall be entitled to the pay scale of cane union, which shall not be lower than the one they were getting in the Cane Union Federation Press. Their seniority in the Cane Union shall count from the date of joining in cane union.

New Regulation 198 (c)

In pursuance to regulation 198(b) the service of such staff of cane union federation press shall be governed by the U.P. Co-operative Cane Service Regulation, 1975 with immediate effect.

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

CHAPTER XXIII
(Emergency Powers)

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

CHAPTER XXIV
(Interpretation of Service Regulations)

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

