(a) of regulation He. 108 may be granted in combination with or in continuation of any other kind of leave.

124. Unless he is cormetted todo 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 misbehavious and action may be taken against him under Chapter X of the service Regulations.

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 autority 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.

holding lies on any permanent post, fails to resume duty on the expiry of themaximum period of extraordinary leave granted to him or where he is granted a lesser amount of extraordinary leave than the maximum amount admissible, remains absent from duty for any period with together with the extra-ordinary leave granted, exceeds the limit unto which he could have been granted, such leave, he shall, unless the recruiting and appointing authority concerns in view of the exceptional circumstances otherwise determines, be deemed to have resident appointment and shall accordinally case to be an employer of the Cane done or the Cane Unions Federation,

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additional in the form prescribed for Government servines to which all leave except extra-ordinary leave token by him will be debited. The balance of leave on standing 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 regula . tions.

131. Average my means the average monthly pay earned during the ten complete months immediately precedin; 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 pav shall be equal to his pay on the day proceding the date on which he proceeds on leave :

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

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

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

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

(a) Muon in special circumstances the employed the been umble to use the ordinary mode of wavelling and has count i are time on the journay then is allow a under regulation no. 133.

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

- 135. If any employer has fullent also enthe journey while in transit, the period which has chapsed 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 holtdays and Sundays will be counted for purpose of calculating the period of joining time.
- 138. During the pariod of joining time an employee will be treated as on duty and shall be entitled to the pay which he would have drawn, had not been transferred to the pay which he will draw on taking over charge of his new post, whichever is less.
 - 139. An employee who does not join his post within his joining time, is entitled to no may or leave salary after the end of the joining time. Wilful absence from duty after the expiry of joining time may be treated as misbahavious 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)

of 58 years or are retired under regulation no. 47 after 55 years or who dies while in service of a Cane. Union or the Federation, the case may be, or who have but in five years contine as, good, off cient and faithful service but are rendered incapable for carrying on curther service for reasons of health and are certified as such by the Civil Surg. m, or who are retremeded, for reasons of acceptance of the put in in 5 y are officient



and faithful service, will be paid a gratuity at the following rate for every completed year of service or any art 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.

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

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 stuff shall nominate and 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 predeceaes the employee. In case more than one heir are nominated by the employee he will indicate the amount of share of each heir.

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

office of the Cano Unions Federation.

that or the Federation, as the case may be, will make the extent of the amount of gratuaty, bonus and seed of the borson or persons so nominal d by the amount.

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a 'Employees Gratuity Fund! to which each Cape Union and the Federation itself shall contribute at the rate fixed for each by the Cane Commissioner from time to time. The fund will be shown as liability in the books of the Federation and the amount held in the fund shall be invested separately according to the directions of the Secretary to Cane Unions 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

a year by the Cane Union or the Cane Unions Federation, shall be distributed as bonus to the staff in proportion to the service put in during that year. Hate 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/ Government, from time to time. The total amount of bous to be distributed during any year will be ear-marked out of the profit at the time of same tioning 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 starf during the year to which the bonus relates.

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.

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कार्यालय पुरतर प्रदेशीय तदकारी गना समिति संव विभिधेड, स प जार ए हैं रहिणी १ यम् १ - इस्ट-126/ च-हरी दना के नजन्छ १ री प्रदेश की समस्त सहकारी गना किंगस विषय: - सीजनल कर्मचारियों के भीव निधि धन के लेखें का रख-यू० पी० को आपरेटिव केन यूनियन्स एण्ड केडोशान इम्प्लाइज प्राविडेन्ट फण्ड. द्रस्ट वे बोर्ड आफ द्रस्टीच दी मीटिग् दिनाक 7-6-80 में यह निर्णय लिया गया है कि सीज़नल कर्ननारि का भविष्य निधि का धनं सिमितियाँ अपने माल रहेगी। गन्ना संध के ट्रस्ट फण्ड में सीजनल कर्मवारियों के भीवष्य निधि का धन नहीं भेजाः जायगाः व उपयुक्त भीवष्यं निधिका संवालन यू० पीए केन को आपरे दि सर्वित रेगुलेशान्स, 1975 के अध्याय 18 में वर्णित प्रविधानों के अन्तर्गत ल्होगा। अतः अप सीजनल कर्मचारियों के भविष्य निधि धन के-लेंखों का उचित रख-रखाव तुरन्तं सुनिश्चित कर हैं। और इस संबंध में सभी वाछित औपचारिकताओं की पूर्ति कर लें। बी० पी० मिश्र प्रबंध निदेशाय CerNo76/Rel/FTY 9/80 - सवनार्थ एवं आवश्यक कार्यवाही हेत् प्रेष्ट्रित १११ समस्त क्षेत्रीय उप गन्ना आयुक्त, उत्तर प्रदेशा । 82 श्राप्त जिला सन्ना अधिकारी, उत्तर प्रदेशा । §38 मुख्य जा चंदल अधिकारी को उनके प्रवाक 136-37 दिनाक 22-7-80 के संदर्भ में 1

CHAPTER XVIII

(Contributory Provident Fund)

153. Every Cane Union and the Cane Unions
Federation which has in its service five or more
employees holding wholetime 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 provious approval of the Registrar;

Provided that if any Cane Union was, before coming into force of these regulations, contributing more than 6½% per cent of the salary of any employee, it shall continue to contribute at that rate even without the approval of the Registrar unless such percentage is proposed to be raised further in which case approval of the Registrar shall be necessary;

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

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-
 - ·(3) in Post office Savings ank or,



- (4) in any savings scheme launched by the Central Government or the State Government.
- 159. The interest accrued on the investment of the contributory Provident Fund shall be credited to the account of the individual employee concerned in proportion to the balance standing to his credit at the close of the proceeding co-operative year.
- 160. Each subscriber shall be supplied, as soon as possible after July 1, a copy of his Contributory. Provident Fund Account for the past year.
- of an employee may be made to the subscriber under the following conditions:
- (1) Ordinarily not more than six months pay or half the amount at his credit, whichever is less; may be advanced 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-tourth of the amount at credit of an employee reco-denable in not more than thirty-six equal monthly instalments even when a previous advance has not been

Provided that in either case the monthly instalment shall be deducted regularly from each month's may of the employee and no relaxation in any month

shall be allowed by any authority.

shall be made except when the populary circumstances of the subscriber are such that the indulgence is absolutely necessary and the purpose of the advised is an urgent denestic necessary.

(a) to my expenses in commetteen with protracted illness of the subscriber or a morber of his family;

- (b) to pay expenses in connection with marriage, funerals or coremoides, which, by the religion of the subscriber, are incumbent upon him to perform and in connection with which it is obligatory that the expenditure should be made ;
 - (c) To pay expenses in connection with the birth of a child;
 - (d) to pay educational expenses of children above the High School standard. In this case the amount of advance shall not exceed the cost of books, school fees and boarding house charges if any, for one year;
 - (e) for remains 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 recognised as legitimate:
 - (a) Purchase of furniture to set up a house;
 - (b) Discharge of ordinary indebtedness;
 - (c) Travelling;
 - (d) Luxury conveyance;
 - (e) Pilgrimage to hely 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 best calculated on the basis of the following formula

Amount of advance X No. of instalments upon Rate of Interest X 900

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

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

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 imititution, if so ordered by the competent authority while ordering such dismissal or removal, as the case may be, but the full charge employee and any sum in excess of the security will only be recovered from the amount of C.P.F.

166. If it is found within six months of the retirement, death, resignation, dismissal or removal of an employee that he had been guilty of any misappropriation or wilful 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 suchseems 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 services 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 Contributory Provident Fund but the employers contribution in such a case shall be paid by the institution to which the services are lent, at the same rate as would have been paid by the Cane Union or the Cane Union's Foderation as the case may be.

(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 came may be:

Serial No.	Name of Post.		Details of security I	rescribed
1. Spea Seer Fert	l Secretaries, etaries of all ilizer Inspect	Assistant grades &	Rs.).
2. Acco	untants of all	and de a 311	2,000/-	
3. Supa 4. Cash	rvisors iers of the Ur Federation.		1,000/-	2007
	ks dealing wit	th store	5,000 + 50 Pers Secu	sonal urity.
	er clerks and t a Grain Sewaks	typists	. 250/-	
	s and Chaukids	irs	250/-	
9. Seed 0. Payin Scas 1. Cler	store Mates ent clerks or conal cashiers		100/-	a Fidelit of Rs.5000
and the first server	zi distributors idars and Peons		1 00/- 25/-	346.24

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

171. The security money shall be furnished by the employee in cash at the time of joinigh but in case of regular employees execut the cashier, security amount may be deducted from their may every month regularly at the rate of one-tant's of pay till the full amount of cash security prescribed in regulation no. 17: is completed.

seasonal cashiers may also be allowed to fur ish the security by deduction from their pay as in case of other regular amployers provided they furnish with a fidelity. Suarantee for 8.5,000/- 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.

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 seasomal 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 each, 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 implayer, in case the money remains with the employer. Rate of interest may be remained by the Cane Commissioner, as and when necessary.

St. B. W.

179. To employed of the Cane Co-operative service shall accept directly or indirectly on his own behalf or on behalf of any other person or menait 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 shallask for or accept any subscription or any other pecuniary assistance in pursuance of any subject, whatsoever, without the previous sanction of the appointing authority.

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

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

their dealings with the Co-operative Societies registered under the U.P. Co-operative Societies Act, 1965 (Act XI of 1966) or deemed to be registered under it.

to such a place that a person from whom he has borrowed money or to 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 imposable 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, we encloyed shall carrie himself in any trade or undertake any employment or work off r than office that dutt a execute the previous cormission of the grounding authority.

If a model year chair avoid indebtedness, in a model year declared indebtedness, he must inscriptly report to the Hand of Office where he is a ridge.

or indirectly any official document or information to any person not authorise to receive the same or to the press.

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

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

and/or to assist in any way any political movement.

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

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

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

CHAPTER XXI

(Relief to employees) L

192. Modical. 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 on in a Came Union, he may be all wed a reasonable monetary aid by the adortion or the Came Union, as the case may be, from its the funds it he satisfies the authority competent a sanction such payment a cording to the beautiful of the continuous of th

State of the state

upon him were patients on account of serious nature of illness duly supported by a certificate from the Civil Burgeon or Medical Authority of a recognised hospital or the institution. Payment under this regulation shall be subject to the detailed rules framed by the Cane Commissioner, U.P. in this behalf.

193. Retrenehment in case of regular staff only - Efforts will be made to privide a permanent employee proposed to be retrenehed 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 carned leave, if any standing at his credit on the day of retrenehment.

This retrenchment shall effect the juniormes to 194. Advances— In case of distress an employee to olding lien on a permanent post, may be a llowed by the Committee of Management of the institution concerned an advance not exceeding two months salary of the employee. Such an advance shall be recoverable in not more than 24 equal monthly instalments from the pay of the employee, as the sanctioning authority may fix

195. The Secretary of the Cane Union of the Foderation, as the case may be, may also allow an advance to the employee (other than seasonal and officiating) to colebrate Holi, Divali or Identivals. Such an advance shall in no case exceed one month's pay. (including all allowages) of the employee and shall be recoverable in three equal instalments be about from the case of the employee and shall be recoverable in three equal

will be the free figure of the control of the second of th

staff and office : equipment and accessories to the District Committees constituted under these regulations. It may, however, recount the cost out of the supervision fee to be received at the rate fixed by the Registrar under rule 10. -39(a) of the U.P. Co-operative Societies Rule, 1968.

198. The Came Commissioner, U.P., may frame rules for the fixation of may of the employees of the Came Cooperative Service in the may scale revised in Chapter II of these regulations.

(a) Subject to the availability of vacancies a clock 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 for the same and the option once exercised shall be irrevocable.

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

(Managemey 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 an all a measure of the orders shall

(53)

CHA PTER XXIV

- (Interpretation of Service Regulations
- U.2., regarding interpretation of these regulations shall be firml and binding on all concerned.

CHAPTER XXIII

(whergoncy Powers) 200. If at any time the Cane Commissioner,

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

CHAPTER XXIV

Interpretation of Service Regulations

201. The decision of the Cane Commissioner, U. ?. ., rigarding interpretation of these: rogulations shall be fiml and binding on all concorned.

ORDER

In exercise of the powers conferred upon me under section 121 (1) of U.P.Co-operative Societies Acc 1965 and Regulation no. 200 of the U.P. Co-operative Service Regulations, 1975, I, R.S.Tolic Ganna Ayukta, U.P. & Registrar, Cane Co-operative Societies, Uttar Pradesh, sanction the Pay scales in place of fixed pay to the seasonal employees of Cane Co-operative Societies with effect from 1st of Dec.88 as given below:

THE U.P.CAME CO-O REPATIVE SERVICE REGULATIONS -1975

culation No. 4B(b)

Masonal Jamadar and

Limman

PRESENT FIXED PAY	SANCTIONEE PAY SCALES
Samuel Consult 3 Consult	4
02 6 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C	8.:
Rs. 365 on 8 years service	
Rs.365 on 8 years service	354-10-424-3.B10-454 12-514-8.B12-550
350 Fixed Rs.365 on P years service Rs.380 on 16 years service	354-10-424-5-B10-454- 12-514-5-B12-550.
Rs.310 on 8 years service Rs.320 on 16 years service	315-6-351-E.B6-363-7- 384-8-400-E.BC-440
	350 Fixed Rs.365 on 8 years service Rs.380 on 16 years service 350 Fixed. Rs.365 on 8 years service Rs.380 on 16 years service Rs.365 on 9 years service Rs.380 on 16 years service

285 Fixed

The pay of a spasonal employees shall be fixed in above scales respectively and the annual increment and E.B. shall be sanctioned by the competant authority as per rules. The Regulation has 4B(b) of the U.P.Co-operative Came Service Regulation, 1975 are hereby amended accordingly.

Rs.290 on 8 years service. Rs.295 on 16 years service

(R.S. TÖLIA)

GANNA AYUKTA & REGISTRAR,

CANE CO-O PERATIVE SOCIETIES

UTTAR PRADESH, LUCKNOW

305-5-330-E.B.-6-360-

OF THE CANE COMMISSIONER & REGISTRAR CANE CORREATIVE SUCTETIES, PRADESH , LUCKNOW.

ter No. 325/c/St. /San. t.

Dated: Lko: Dic . 20, 1980

copy forwarded to information and necessary action ;...

- 1. Sacretary Incharge, Cana Co-operative Union, U.P.
- 2. District Cane Officers , U.P.
- 3. Regional Dy. Cane Commissioner, U.P.
- All the Officers Incharge, Came Commissioner Office, Lucknow.
- 5. All the Officers, U.P. Cane Unions Federation Ltd., Lucknow.

GANNA AYUKTA & REGISTRAR CAME CO-OPERATIVE SOCIETIES UPTAR PRADESH, LUCIMOW