

# SERVICE RULES



## POWER SYSTEM OPERATION CORPORATION LIMITED

### SERVICE RULES

#### 1.0 Short Title

1.1 These Rules may be called Power System Operation Corporation Ltd. Service Rules.

#### 2.0 Definitions

In these rules, unless there is anything repugnant in the subject or context:

- (a) **“Appointing Authority”** in relation to an employee means the authority empowered by the management to make appointment to the category or grade of post in which the employee for the time being is included or to the post which the employee for the time being holds.
- (b) **“Board”** means the Board of Directors of the Corporation.
- (c) **“The Corporation”** means the Power System Operation Corporation Ltd.
- (d) **“Competent Authority”** with reference to the exercise of any powers under the Rules means the Executive or Authority to whom such powers are delegated by the management either in general or in particular.
- (e) **“Management”** means the Board of Directors and if authorized by the Board, the Chairman and Managing Director or any other Executive of the Corporation so authorized.
- (f) **“Apprentice/Trainee”** means a learner who is paid a stipend during the period of his apprenticeship/training excluding apprentices taken under Apprentices Act 1961.

#### NOTE:

The terms and conditions of employment and the period of training of all apprentices/trainees will also be governed by the contract of apprenticeship/employment and service bond and will be subject to the rules or orders framed by the management from time to time.

- (g) **“Casual Employee”** means an employee whose employment is of occasional or casual nature.
- (h) **“Daily Rated Employee”** means a casual employee appointed on daily wage rates.



- (i) **“Employee”** means a person appointed to a post in the Corporation to do any work.
- (j) **“Part-time Employee”** means an employee who is not appointed to work on full time basis.
- (k) **“Probationer”** means an employee who is provisionally employed with a view to being considered for appointment on the regular establishment of the Corporation.
- (l) **“Regular Employee”** means an employee who has been engaged in a vacancy on the regular establishment of the Corporation and, except in the cases of those who are exempted from probation as laid down hereunder, has been declared in writing to have satisfactorily completed his probation period in one or the other post.
- (m) **“Temporary Employee”** means an employee who has been engaged on a temporary basis or against a temporary post for a specified period or for work which is of an essentially temporary nature, likely to be completed within a specific period.
- (n) **“Employee on Deputation/Foreign Service”** – when an employee of some other organisation is deputed for service in the corporation at its request or vice-versa he is said to be on “Deputation/Foreign Service”.
- (o) **“Notice”** means any communication in writing given or affixed on the notice board.
- (p) **“Notice Board”** means the Notice Board specially maintained in a conspicuous place at or near the main entrance or entrances of the establishment for the purpose of displaying notices.
- (q) **“Executive”** means an employee holding a post in the executive cadre of the Corporation.
- (r) **“Non-Executive”** means an employee who is not an executive.

### **3.0 Classification of Employees**

3.1 The employees of the Corporation shall be classified as:

- (a) Regular
- (b) Probationer
- (c) Temporary



- (d) Casual/Daily Rated/Muster Roll
- (e) Part-time
- (f) Apprentice/Trainee
- (g) On deputation/ Foreign Service

These employees are further categorized as Executives and non-Executives.

#### **4.0 Scope and Application**

These Rules shall be applicable to all employees of Power System Operation Corporation Ltd. except:

- (a) Employees on deputation and/or Foreign Service from the Government, Public Sector Undertaking or Semi-Government Organisation unless the terms of deputation/Foreign Service otherwise stipulate.
- (b) Casual/Daily Rated/Muster Roll/Part-time employees in whose case, Rules 6, 11, 12, 13, 14, 20, 22, 24 and 26 and other provisions of other Rules specifically made applicable, wholly or partially, to such employees shall, however, apply.
- (c) Any other employee who may be excluded, at the discretion of the Management, from operation of any or all of these Rules, wholly or partially.

#### **5.0 Exhibition of Service Rules**

A copy of these Service Rules (and orders passed by the management in pursuance thereof) shall be affixed on the Notice Board.

#### **6.0 Amendments to and Interpretation of Service Rules**

- 6.1 These Service Rules may be amended, modified, altered or rescinded from time to time by the Board and shall take effect in accordance with the orders issued.
- 6.2 All amendments, modifications, alterations or additions made to these Service Rules and any notices, orders or instructions issued thereunder shall be notified from time to time and affixed on the Notice Board.
- 6.3 The Chairman & Managing Director may relax any of these Rules to mitigate the hardship caused to any employee or class/category of employees, at his discretion for reasons to be recorded by him. He may also make supplementary rules/orders to give effect to the objective of these rules including any procedural changes.



6.4 If any doubt arises relating to the correct interpretation of these Rules, the decision of the Management thereon shall be final and binding.

6.5 These Rules shall be subject to the Corporation's Articles of Association

## **7.0 Appointments**

Subject to the POSOCO Recruitment Policy and Procedure, the following conditions shall apply to all appointments in the Corporation.

### **7.1 Age**

7.1.1 The age of a person at the time of appointment to the service of the Corporation shall not be less than 18 years and shall not exceed the upper age limit, including any relaxation thereof, as prescribed by the management.

7.1.2 i) Every employee must declare, on his first appointment, his date of birth according to the Christian era, and produce confirmatory evidence like Matriculation or School Leaving Certificate, evidence as may be acceptable to the management.

ii) If an employee is unable to produce, for reasons beyond his control, documentary evidence of his age, he shall state his age and make a written affidavit sworn before a Magistrate/Oath-Commissioner making a declaration (Service of an employee giving a deliberately false affidavit are liable to be terminated) that the age as stated by him is correct. Where an employee is unable to state his exact date of birth, he can state approximately the year or year and the month in which case the 1<sup>st</sup> of July in the former case & the 1<sup>st</sup> of the month in the latter case will be treated as the date of birth.

iii) In all cases referred to in clause (ii) above, the age of an employee as stated in the affidavit will be accepted and entered in the records of the Corporation subject to the condition that the said age is certified as correct to the best of his judgement by the Medical Officer authorised by the Corporation for the purpose. The opinion of the Authorised Medical Officer, who may subject the employee to any medical test as he deems fit, shall be binding on the employee in this regard.

The date of birth recorded with the Corporation at the time of his appointment shall not be altered except in cases of clerical error or on production of conclusive documentary evidence as stipulated herein alongwith reasons for non-production of such evidence earlier.



## **7.2 Conviction by Court etc.**

7.2.1 The fact about any criminal proceedings pending in any court of law, conviction by a court of law or any other fact which could debar him from entering into the service of the Government/public undertaking or existence of any subsisting contract of service with any other employer must be clearly conveyed at the time of making application and subsequently, if such a thing has happened after submission of the application or obtaining appointment or joining the service of the Corporation.

## **7.3 Medical Fitness**

Every candidate (other than a deputationist) appointed to a post in the Corporation shall be required to undergo a medical examination by the Corporation's authorised doctor/medical board. In case of a deputationist getting absorbed in the services of the Corporation, he shall be required to undergo medical examination at the time of his absorption. All appointments will be subject to the candidates' medical fitness as per prescribed standards for the post. The opinion of the Corporation's authorised doctor/medical board in this regard shall be final. This shall, however, not apply to an internal candidate of the Corporation who has already been medically examined and declared fit at the time of his initial appointment. An employee shall be liable to be medically examined any time during the period of his employment with the Corporation.

## **7.4 Verification of Character and Antecedents**

Confirmation on initial appointment in the Corporation shall be subject to satisfactory verification of character and antecedents in the prescribed form by the prescribed authorities in accordance with the directives issued by the Government from time to time, except in the case of employees who are selected from Govt./ Semi Govt. / PSU, provided however that in such cases copies of the verification reports or a certificate to that effect is obtained from his previous employer before the employee is confirmed in the service of the Corporation. Such verification, if considered necessary, may be obtained subsequently at any time during the course of employment.

## **8.0 Liability for Service**

8.1 An employee in the service of the Corporation shall be liable to be transferred to any of RLDCs/NLDC/CC or any other place or location or job where he may be posted for any of the Corporation's work in any part of the country or abroad as may be required by the competent authority.

8.2 An employee shall be liable to be transferred on deputation/foreign service to any Department of the Government or any of the Public Sector



Undertaking anywhere in India or abroad at the discretion of the Management subject to the condition that the terms and conditions in the totality on such transfer shall not be inferior to those applicable to him in the Corporation immediately prior to the transfer.

### **8.2A Deputation of employees to Companies where POSOCO has equity participation**

- (i) A regular employee of the Corporation shall be liable to be transferred on deputation to a Company anywhere in India or abroad wherein POSOCO has equity participation at the discretion of the management. The terms and conditions of service of employee while on deputation in the said company in totality shall not be inferior to those applicable to the employee in the Corporation immediately prior to the transfer. Such deputation request shall be processed in the overall interest of POSOCO and will be on approval of the competent authority. Deputation of employees to such companies shall be on prescribed terms and conditions.
- (ii) The period of deputation will generally be for a period of two years and may be extended at the discretion of the competent authority.
- (iii) Employees on deputation to such companies will be considered for “Proforma promotion” during the period of deputation if they are otherwise eligible and in accordance with the rules and practices of POSOCO. However, financial benefits on promotion of such employees shall accrue only from the date they resume duty in POSOCO and on assumption of charge of the post which they have been promoted.
- (iv) Request for resignation of an employee on deputation to such companies can be considered only on repatriation first to the substantive post. His release, however shall be settlement of dues.
- (v) Further, deputation to these companies shall be subject to the condition that liability of POSOCO in any circumstances should not exceed the amount which POSOCO would have incurred had the employee remained in POSOCO.

### **8.3 Liability for Defence Service**

All Engineering Graduates appointed to any post in the Corporation shall, if so required by the appointing authority, be liable to serve in any of the Defence Services or in posts connected thereto for a period upto four years including the period spent on training, if any, provided that unless the Govt. of India decides otherwise, such persons shall not –

- a) be required to serve as aforesaid after the expiry of ten years from the date



of their appointment;

- b) ordinary be required to serve as aforesaid after attaining the age of 40 years in the case of Engineering Graduates.

## **9.0 Probation and Confirmation**

9.1.0 Unless otherwise provided in the terms of appointment or any other agreement or award, the following rules shall govern the probation and confirmation of an employee;

9.1.1 All employees on first appointment in the service of the Corporation including employees appointed to a higher grade on the basis of an open selection shall be placed on probation for a period of one year during which period their performance will be watched with a view to determining their suitability for confirmation against the regular post.

9.1.2 The following categories of employees shall be exempted from the requirement of probation :

9.1.2.1 Permanent employees of the Government and Semi-Government organisations and regular employees of public sector undertakings who join initially on deputation/foreign service for a period prior to their permanent absorption in the service of the Corporation.

9.1.2.2 Permanent employees of the Government and Semi-Government organisations and regular employees of public sector undertakings who are entitled to retain lien in previous posts as per rules of the said organisations provided they surrender their lien on the service of the previous employer. Provided that where an employee chooses to retain lien on the service of the previous organisation he may do so subject to the condition that the Corporation shall bear no liability, whatsoever on that account.

9.1.3 An employee who is on deputation/Foreign Service or an employee who retains lien on the service of the previous employer shall be deemed to be confirmed as a regular employee with effect from the date he surrenders his lien on the service of the previous employer. In respect of other employees who are exempted from probation under these rules, they shall be deemed to be confirmed as regular employees with effect from the date of joining the service of the Corporation.

9.1.4 The period of probation may be extended at the discretion of the Competent Authority, but will not be extended by more than one year save for exceptional reasons to be recorded in writing.

9.1.5 Unless exempted under these Rules, every employee appointed in the





Corporation's service will be issued a formal order of confirmation on satisfactory completion of probationary period or the extended period of probation, as may be applicable. The employee will be deemed to be on probation until so confirmed in writing.

9.1.6 An order relating to confirmation or extension of probation will normally be communicated within one month from the date of completion of the probationary period or extended period or probation. Non-compliance of this stipulation will not, however, result in automatic confirmation of the employee.

9.1.7 If during the probationary period or extended period or probation, the performance, progress and general conduct of the employee are not found satisfactory or upto the standard required for the post, his services are liable to be terminated at any time by giving such notice or payment of salary in lieu thereof without assigning any reason, provided hereinafter.

## **10.0 Training**

10.1 Employees are liable to undergo such training/induction/refresher courses for such period and undertake such examinations/tests, as may be prescribed by the management from time to time.

## **11.0 Hours of Work and Attendance**

11.1 Every employee shall comply with such instructions as are issued from time to time relating to attendance, arrival and departure, the period and hours of work for different classes of employees. Every employee shall be at work at the time fixed and notified by the Competent Authority from time to time.

11.2 Attendance shall be marked daily according to the method prescribed by the Management from time to time.

11.3 Employees who are required to sign in attendance register will mark the time of reporting for duty as per instructions issued by the competent authority from time to time.

11.4 Absence from duty including absence due to late coming, shall be reckoned as follows:-

11.4.1 An employee who does not report for duty on time may not be taken on work, and his absence for the day will be treated, at the discretion of the Competent Authority as leave with or without pay as absence from duty.

11.4.2 Nothing in this rule shall prejudice the right of the Management/Corporation



for deduction of wages for the period of absence and/or for taking disciplinary action against the delinquent employee as per Conduct, Discipline & Appeal rules.

## **12.0 Leave & Holidays**

12.1 The list of festivals/closed holidays shall be notified by the management in the beginning of the year or at any time thereafter, if necessary.

12.2 Casual employees will be entitled only to the three National Holidays subject to their being on duty on the working day preceding and succeeding the holiday.

12.3 Entitlement & Sanction of leave will be regulated as per provision under Leave Rule.

## **13.0 Entry and Exit**

Every employee shall enter and leave the Corporation's premises by such gates as may be prescribed. Employees entering or leaving the premises are liable to be detained and searched by such staff as may be authorised for this purpose by the management.

## **14.0 Identity Cards**

14.1 Every employee of the Corporation would be provided with an Identity card.

14.2 Every employee shall show his identity card if required to do so by the representative(s) of the Corporation authorised to check the card and regulate entry of persons to the premises of the Corporation.

14.3 The first issue of the card will be free of charge. Loss of the card shall immediately be reported by the employee to the management. A new card shall be issued on payment of rupees five only.

14.4 Every employee leaving the service of the Corporation for any reason whatsoever, shall surrender his Identity Card.

## **15.0 Change of Address**

15.1 Every employee must notify to the management his residential address on joining the Corporation's service and must also notify any changes therein.

## **16.0 Payment of Wages During Employment**

16.1 Wages due to an employee shall be paid before the expiry of the seventh/tenth day after the last day of the wage period in respect of which the wages are payable in accordance with premises of the Law.



16.2 Any wages due to an employee but not paid on the prescribed day on account of their being unclaimed shall be paid on subsequent working days on demand by the employee during the time fixed by the management.

16.3 All claims for unclaimed wages must be submitted within three years from the date on which the wages became due to the employee. If no claim is made for the unclaimed wages within a period of three years, the claim would be treated as time-barred.

#### **16.4 Deduction from Wage bills**

16.4.1 Deductions from the wages of an employee may be made for the following purposes :

- i) For house accommodation provided by the Corporation.
- ii) For amenities and services supplied by the Corporation.
- iii) For recovery of advances or for adjustment of over-payments.
- iv) Income-tax or any other tax levied by the Government.
- v) Deduction required to be made by orders of a Court or other authority competent to make such order.
- vi) For refund of any advance taken from the Employee's Provident Fund.
- vii) Deductions made with the written authorisation of the employee for :
  - 1) payment of Life Insurance Premium or for the purpose of purchase of Government securities or investment in small Savings, Securities or the like as may be decided by the Corporation.
  - 2) payment of subscription or other charges due to any of Employee's clubs duly recognised by the Corporation.
  - 3) payment of subscription or contribution to Provident fund or any other Fund sponsored or approved by the Corporation or to comply with any statutory requirement.
- viii) Deduction of amounts due to the Corporation from an employee on any account.
- ix) Any other deductions made with the written authorisation of the employee concerned.



- x) Fines.
- xi) For unauthorised absence from duty.
- xii) For damage to or loss of goods expressly entrusted to the employee for custody or for loss of money for which he is required to account.

#### **17.0 Overtime**

The management reserves the right to require any employee to work overtime including work on weekly holidays and festival holidays in accordance with the instructions of the management issued from time to time. He is also liable to be called for duty at any time. For such overtime work done, compensatory off or overtime allowance payment as admissible under the rules/law, will be allowed to such categories of employees and at such rates as may be specified by the management from time to time.

#### **18.0 Pursuing Higher Studies**

Any employee who wishes to acquire higher/additional qualifications by pursuing any course of education/training in any institution either by attending such course(s) personally or through postal coaching, may do so only after obtaining specific sanction of the Management. Such permission will not be accorded in case it is considered that same will interfere with the proper performance of his duties.

#### **19.0 Official Tours**

An employee shall be liable to proceed on tour in the course of his official duty to any place within India or abroad as and when so required by the Management for which he shall be paid as per TA rules of the Corporation.

#### **20.0 Removal of Books, Drawings and other Papers etc. outside Corporation's Premises**

- 20.1 No employee shall carry with him outside the office premises any papers, books, drawings, photographs, instruments, apparatus, documents or any other property of the Corporation except with the approval of the competent authority.
- 20.2 Any documentation or information received or obtained by an employee, during the course of his official duty, from outside sources shall be the property of the Company.



## **21.0 Inventions**

- 21.1 Within one month of taking up employment with the Corporation, it shall be incumbent on every employee who has taken out or applied for, either individually or jointly with any other party, patents or is in possession of any inventions/discoveries, to furnish to the Corporation a list of such patents taken out or applied for and the titles and nature of the inventions/discoveries in his possession and demonstrate if so required by the management.
- 21.2 In the course of any investigation undertaken by him in the employment of the Corporation or within a period of five years after the termination of his employment with the Corporation, if any employee makes any invention or discovery which can be reasonably deemed to be in consequence of his employment in the Corporation, he shall forthwith disclose to the Corporation full and complete description and nature of the said invention and the mode of performing the same. He shall not publicise the results without the approval of the Corporation. The Corporation shall have the absolute discretion to adopt, use, permit, assign, change or transfer patents for such inventions/discoveries.

## **22.0 Safety**

Employees shall be bound to observe safety rules as notified from time to time by the management and to use safety equipment and take other precautions as are necessary. Breach of safety regulations shall be deemed to be misconduct and the employee shall be liable to punishment.

## **23.0 Forwarding of Applications for Employment elsewhere**

- 23.1 For employment outside POSOCO.
- 23.1.1 During probation period, normally no application will be forwarded.
- 23.1.2 Subject to 23.1.3 after an employee has been promoted, no application will be forwarded during the first year after promotion. Thereafter one application per year may be forwarded.
- 23.1.3 If an employee has completed his probation on his initial appointment and has been confirmed, no application will be forwarded during the first year from the date he has been confirmed, thereafter, one application per year may be forwarded.
- 23.1.4 Regular employees of POSOCO who are selected for appointment in other Government/Public Sector Organisation against applications duly forwarded by the Corporation may, on specific request, be permitted at the



discretion of the management to retain lien in POSOCO for a period of one year, subject to the condition that leave salary contribution and CPF contribution (both the employee's and employer's shares) are paid to POSOCO either by the employee himself or by the new employer.

23.1.5 Applications from persons who have executed service bonds with POSOCO will not be forwarded during the period for which they are liable to serve the Corporation in terms of the service bond.

23.1.6 Applications from employees who remain in the same scale of pay for a period of five years or more, may be forwarded without any restriction on the number of applications.

**Note:** Issue of No objection Certificate for interview

If an employee is unable to route his application through proper channel because the advertisement has not mentioned about the same or because of shortage of time, at the time of interview, he may be issued NOC only if such a request is accompanied by a photo-copy/attested copy of the advertisement and if according to the last date of receipt of application as mentioned in their advertisement, the employee concerned was eligible for getting his application forwarded.

**23.2.0 For employment in Corporation's RLDCs, NLDC and Corporate Centre.**

**23.2.1** Applications of departmental candidates in response to open advertisement or internal circulars from any employee of the Corporation for appointment to the next higher grade may be considered if the applicants have served a minimum of two years in their existing scale of pay. If, however, an employee satisfies the specifications for the post advertised or circulated as the case may be, the requirement of a minimum service of two years may be relaxed at the discretion of the management.

**Note 1:**

In case of such supervisors in Technical category who qualify in AMIE, a total of six applications per year can be forwarded for outside job based on their individual requests.

**Note 2:**

Internal candidates may apply for posts in the next higher grades advertised or notified openly in the press or elsewhere including employment exchange, subject to the following conditions.

- (a) Internal candidates must have served for a minimum of 2 years in his existing grade in POSOCO.



- (b) Internal candidates must fully satisfy the job requirements and specifications as advertised or notified including the minimum period of service in the specified grades.

Reference date for (a) and (b) above will be last date of receipt of applications as stated in the advertisement or notification. For the purpose of determination of length of service in the specified grade under condition (b), seniority weightage granted at the time of initial appointment will be taken into account.

## **24.0 Termination of Service**

### **24.1 Eventualities:**

Subject to the provisions of law for the time being in force, an employee's services may be terminated in any one of the following ways:-

- a) Termination in terms of service contract.
- b) Resignation.
- c) Retrenchment.
- d) Retirement.
- e) Medical unfitness.
- f) Death.
- g) Dismissal or removal from service as a result of disciplinary action.
- h) Compulsory Retirement

### **24.2 In terms of service contract:**

The services of an employee may be terminated by giving such notice or pay in lieu thereof as may be prescribed in the contract of his service. In the absence of any such specific provision in the Contract of Service, the services of the employee may be terminated in the following manner:

24.2.1 Services of a temporary employee shall stand automatically terminated at the end of the period as specified in the order of appointment or on completion of work for which he was engaged, whichever is earlier. The services of such an employee may be terminated even before expiry of the said work by one month's notice on either side or payment of salary in lieu thereof. If the unexpired period out of the specified period is less than one month, the notice period or pay in lieu thereof will be correspondingly reduced.

24.2.2 The services of a casual employee can be terminated without assigning any reason or giving any notice.

24.2.3 The services of a fresh recruit on probation can be terminated without assigning any reason by giving one month's notice on either side or payment of salary consisting of pay and dearness allowance in lieu thereof.



24.2.4 The services of a regular employee, can be terminated by either side by giving three months' notice if he is an executive or one month's notice if he is non-executive or payment of salary consisting of pay and dearness allowance in lieu thereof.

### **24.3 Resignation**

24.3.1 An employee resigning from the services of the Corporation shall be required to give such notice as is prescribed in his service contract or in the absence thereof as per the provisions indicated under para 24.2 above.

24.3.2 Under no circumstances shall the resignation tendered by an employee whose conduct is under investigation, be accepted, without the sanction of the authority competent to dismiss him.

#### **Note:**

Where an employee submits resignation during pendency or where disciplinary proceedings are contemplated, the resignation may be accepted by the appointing authority if the charges are not in the nature of moral turpitude, criminal offence, bribery or corruption or where the substantial loss to corporation is involved or where the evidence against delinquent employee does not warrant or justify assumption that if the departmental proceedings were continued, the employee would be removed or dismissed from service. However, in other cases of lesser nature, in the letter accepting the resignation, it must be indicated that the enquiry proceedings were pending or contemplated against the employee. The principal will apply in case of superannuation also.

### **24.4 Retrenchment**

When it becomes necessary to resort to termination by way of retrenchment, the same shall be carried out in accordance with procedures as prescribed in the relevant Act or Acts.

### **24.5 Retirement**

The normal age of retirement for the employees of the Corporation shall be 60 years i.e. from the afternoon of the last day of the month in which the employee completes the age of sixty years.

24.5.1 Notwithstanding anything contained in these rules, the Competent Authority shall, if it is of the opinion that it is in the public interest to do so, have absolute right to retire prematurely any employee who has attained the age of 50 years and not covered under the Industrial Dispute Act, 1947, on the grounds of his/her being medically unfit, inefficient or of doubtful





integrity by giving him notice of one month/three months in writing or one month/three months basic pay and allowances in lieu of such notice, as may be applicable to the employees under the terms and condition of service. The circumstances and the conditions regulating the operation of this clause are detailed in the Annexure to the Service Rules.

**24.5.2** Any employee who has attained the age of 55 years and not covered under Industrial Dispute Act, 1947 may by giving notice of one month/three months in writing as may be applicable under the terms and condition of service, to the appropriate authority and on acceptance thereof, retire from service of the company. Terms and conditions governing this clause is mentioned in Annexure-I.

**24.6 Medical Unfitness**

An employee is liable to be discharged at any time from service on being found medically unfit to continue in the service of the Corporation.

**24.7 Death**

Pay and allowances of an employee may be drawn in his name upto the day of his demise, the hour at which it took place, having no effect on the claim of his outstanding dues.

**24.8 As a Result of Disciplinary Action**

Employees may be removed or dismissed or Compulsory retired from the service of the Corporation as result of disciplinary action in accordance with the POSOCO Conduct, Discipline & Appeal Rules.

**25.0 Issue of Service Certificate**

On receipt of a request, every employee may be furnished with a Service Certificate at the time of discharge, dismissal, termination of his service, resignation or retrenchment, giving duration of his employment in the Corporation, posts held by the employee, pay scale of the last post held and the pay drawn by the employee at the time of his leaving the Corporation.

**26.0 Return of Corporation's Property Equipment Tools etc.**

Every employee leaving the service of the Corporation shall, before leaving return all property or equipment or tools belonging to the Corporation issued or lent to him in connection with his employment in the Corporation. The cost of such property, equipment or tools not so returned shall be deducted from his pay or the amount due to him or recovered otherwise.



## ANNEXURE

### PREMATURE RETIREMENT UNDER CLAUSE 24.5.1

#### 1.0 **CRITERIA FOR JUDGING MEDICAL UNFITNESS, INEFFICIENCY OR DOUBTFUL INTEGRITY OF EMPLOYEES PROPOSED TO BE PRE- MATURELY RETIRED.**

##### 1.1 **Medical Unfitness**

- A) If an employee has been continuously on leave on medical grounds for a period of 12 weeks (Including Sundays and Holidays) or has been on leave for reasons of sickness for a total period of 120 days (Including Sundays and Holidays) or more during a continuous period of six months or if a person though attending duties but is found to be mentally derange, his/her departmental head may refer him/her to a medical board for thorough medical check-up and report:-
- Disease he/she is suffering from.
  - Whether the disease is infectious/ contagious.
  - Whether it is curable or incurable.
  - In case of curable disease whether the person is likely to be fit to resume his normal duties within a period of 12 months.
- B) If the person is not fit to resume duty within a period of 12 months or in case of employee suffering from incurable and infectious/contagious disease or suffering from lunacy or mental derangement and whose service cannot be gainfully utilized by the company or whose attendance is likely to pose health hazard to others as may be certified by the Medical Board, premature retirement will be considered.

##### **Note:**

This premature retirement on medical grounds is independent of and without prejudice to the right of the company to discharge an employee who might not have attained the age of 50 years, from service on being found medically unfit in accordance with the provisions of Rule 24.6 of the Service Rules.

##### 1.2 **Inefficiency**

Inefficiency would be evaluated on the basis of Appraisal Reports. Employees whose overall assessment is 'not satisfactory' for three consecutive years, may be deemed as a fit case for consideration for premature retirement.



1.3 **Doubtful Integrity**

An employee who gets an adverse comment consecutively for three years on his integrity in his Appraisal Reports would be considered for premature retirement.

2.0 **Benefits to be Allowed to Employees Prematurely Retired**

- (i) One month/Three month's notice as applicable in terms of Service Rules or payment of salary consisting of Basic Pay, Personal Pay and Dearness Allowance in lieu thereof.
- (ii) Full Provident Fund contribution of the employer with accretions thereto in the account of the employee subject to the provisions of the Provident Fund Rules applicable to him/her.
- (iii) Gratuity for each completed year of service or part thereof as admissible under the Gratuity Rules.
- (iv) Retirement benefits viz encashment of un-availed Earned Leave, HPL, Transfer Benefits as per T.A Rules, Post Retirement Medical Facility etc., as per the rules in force.
- (v) Other benefits which are applicable to employees on superannuation on attaining the age of 60 years.

3.0 **General**

3.1 Notwithstanding anything contained in these rules, no employee will be prematurely retired on grounds of ineffectiveness if he/she is reaching the normal age of superannuation within one year.

3.2 Provision of premature retirement should not be resorted as substitute to disciplinary action. However, where disciplinary action has not been initiated, recourse to premature retirement can be taken.

3.4 Authority under whose custody the Appraisal Reports are kept shall be responsible to undertake review of the appraisal reports at the beginning of each year and to put up to the Competent Authority those cases where premature retirement may be considered. Competent Authority may appoint a committee to review such cases and submit its recommendations to him. Decisions, however, shall rest with Competent Authority which shall be final.

3.5 Retirement under this Rule will not constitute punishment or penalty of any kind.

3.6 On question of interpretation of these Rules, the decision of CMD shall be final and binding. CMD can also relax or modify these rules appropriately and notify detailed guidelines (if required) keeping in view the interest of the company, principle of Equity and Government of India guidelines.



## ANNEXURE

### 1.0 **CONDITIONS FOR APPLICABILITY & REGULATION OF CLAUSE 24.5.2**

1.1 An employee who attains the age of 55 years can seek retirement under this Clause provided he has rendered 15 years of continuous service in Central/State Government/ Public Sector Undertaking including atleast 5 years of service in POSOCO.

1.2 Appropriate authority can withhold the permission to an employee under suspension/ disciplinary action or any other reason to be recorded in writing, to an employee who seeks to retire under this clause.

1.3 Appropriate Authority can grant relaxation in the prescribed notice period of one month/ three months.

1.4 An employee who has elected to retire under this clause and has given the necessary intimation to that effect to the appointing authority shall be precluded from withdrawing his election subsequently except with the specific approval of such authority provided that the request for withdrawal shall be within the intended date of his retirement.

### 2.0 **Benefits Admissible to Employees Retired Under This Clause are as follows:**

2.1 Full Provident Fund contribution of the employer with accretions thereto in the account of the employee subject to the provisions of the Provident Fund Rules applicable to him/her.

2.2 Gratuity for each completed year of service or part thereof as admissible under the Gratuity Rules.

2.3 Retirement benefits viz encashment of un-availed Earned Leave, HPL, Transfer Benefits under T.A. Rules, Post Retirement Medical Facility, as per the rules in force.

2.4 Other benefits which are applicable to employees on superannuation on attaining the age of 60 years.

### 3.0 **General**

3.1 This clause should not be resorted to as a substitute to disciplinary action. However, where disciplinary action has not been initiated, recourse to this clause can be taken.

3.2 Appropriate authority in respect of Executives will be Chairman and



Managing Director. In respect of Non-executive personnel not covered under Industrial Disputes Act, Competent Authority will be the concerned Executive Director.

- 3.3 On question of interpretation of these Rules, the decision of CMD shall be final and binding. CMD can also relax or modify these rules appropriately and notify detailed guidelines (if required) keeping in view the interest of the company, principle of equity and Government of India guidelines (if any).