

PERSONNEL POLICY AND SERVICE RULES

HIND YUVA SHAKTI

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PERSONNEL POLICIES & SERVICE RULES OF HIND YUVA SHAKTI

The Executive Committee Meeting of **HIND YUVA SHAKTI** held at organizational premises held on has approved the personnel policy for the organization and it is W.E.F. 16th September 2017.

Purpose of the personnel policy

These policies provide rules and regulations for all employees/advisors/consultants of the **HIND YUVA SHAKTI** to matters of personnel administration. These rules and regulations are intended to set a general framework for effective personnel administration.

1. TITLE:

The following rules, regulations and conditions of employment shall be called the Personnel Policies and Service Rules & Regulations of **HIND YUVA SHAKTI** and shall be applicable to all its employees/advisors/consultants.

2. DEFINITIONS:

In these personnel policies unless there is anything repugnant in the subject matter or context:

- 2.1 "VPB" means the **HIND YUVA SHAKTI** including it's at departments, sections and branches.
- 2.2 "Administration", "Management" means the Executive Committee or persons or person authorized by the Board.
- 2.3 " Executive Committee " means the appointed officers and members of the Executive Committee of **HIND YUVA SHAKTI** who have the policy making powers, subject to the approval of the HIND YUVA SHAKTI General Body.
- 2.4 "General Body" means the members of the **HIND YUVA SHAKTI** who are the legal owners of HIND YUVA SHAKTI.
- 2.5 "Secretary", means the Chief Functionary to whom the executive powers to act as such has been delegated.
- 2.6 "Employee" means any person employed by the Secretary/President of the Executive Committee to work in **HIND YUVA SHAKTI** under contract of service either expressed or implied to do any skilled, unskilled, technical, clerical, supervisory and managerial work for hire or regard but does not include:
Any person whose services have been temporarily loaned or hired to **HIND YUVA SHAKTI** Training, students, residents in HIND YUVA SHAKTI who are engaged essentially in learning any work.
- 2.6.1 Employees of a contractor even though working in the premises of **HIND YUVA SHAKTI**.
- 2.7 "Habitual" means commission or omission of an act for a minimum of three times.
- 2.8 "Masculine" shall include "Feminine" and "Singular" shall imply "plural" where relevant and vice versa.

3. CLASSIFICATION OF EMPLOYEES:

PERMANENT
PROBATIONARY
TEMPORARY
ON CONTRACT

PART TIME
CASUAL
SUBSTITUTE
TRAINEE

- 3.1 "Permanent" employees is one who is employed on a permanent post, has completed the period of probation or extended period of probation satisfactorily and has been confirmed in writing by the appointing authority.
- 3.2 "Probationer" is one who is provisionally employed to fill a permanent post but has not yet completed the prescribed period of probation or extension thereof and has not been confirmed in writing by the appointing authority in the post in which he has been provisionally appointed.
- 3.3 "Temporary" employee is one who has been appointed for a limited period of work, which is of an essentially temporary nature or one who has been employed temporarily as an additional employee in connection with temporary increase in work.
- 3.3.1 In all cases temporary appointments should not exceed more than 6 months at a time. If the job for which the person has been appointed is not finished within 6 months, the temporary period may be extended for a further period not exceeding 1 month.
- 3.4 "On contract" employee is one who is employed on a contract for a stipulated period of time on the lapse of which the contract maybe renewed with mutual consent either on the same or different terms. An "on contract" employee shall be entitled only to the benefits specified in the contract of employment in writing. If the contract is not renewed after the contract period, the contract will be deemed as invalid.
- 3.5 "Part time" employee is one who is employed to do work for less than the normal working hours.
Note: Part time employee is not entitled to the benefit provided to full time employee
- 3.6 "Casual" employee is one who is employed on a day-to-day basis for work of an occasional or casual nature. A casual employee shall not be entitled to the benefit provided to other classes of employees.
- 3.7 "Substitute" or "Badly" is one who is engaged in the post of a permanent employee or a probationer who is temporarily absent. A substitute shall not be entitled to benefits provided to other classes of employees.
- 3.8 "Trainee" is learning work in a designed field in the Association with or without allowances or stipend without any obligation of employment on the part of management.
4. **APPOINTMENT:**
No person shall be deemed to be in the regular employment of the Association unless he/she has received a letter of appointment from the appointing authority. Appointing authority shall be Secretary of the Executive Committee of **HIND YUVA SHAKTI.**
- 4.1 **Furnishing of Bio-data:** It shall be incumbent upon every candidate to furnish in writing his correct and complete bio-data to the appointing authority as required by the management for the purpose of record and also to promptly notify in writing any subsequent changes 1 in the particulars of the bio-data.

4.2 Normally persons between the age-groups of 18 and 40 shall be considered for employment. However, it may be relaxed at the discretion of the Executive Committee in the case of experienced and highly qualified personnel.

4.3 When a post is created or a vacancy occurs in the existing post, the employee already in employment may be considered, provided the Executive Committee is satisfied that he meets all requirements for the post.

4.4 Screening of applications is to be done by Secretary of **HIND YUVA SHAKTI**.

4.5 Record of age:

The management shall verify and record the age of every employee. Any one of the following documents shall be deemed to be satisfactory proof of the age of an employee.

- a. Matriculation certificate
- b. Birth certificate issued by a Municipal Corporation or Registrar of Birth and deaths.
- c. School leaving certificates
- d. Baptism certificate

5. Probation: All appointees shall be on probation for a period of six months except where otherwise specified. This period may be extended by a further period of six months.

The appointment of a probationer is liable to be terminated at any time during the period of probation or extended period of probation or at the end of the probation or before confirmation in writing without notice or compensation in lieu of notice and without assigning any reason whatsoever, No employee is entitled to be confirmed or to be treated as permanent employee, unless confirmation order in writing is given by the appointing authority.

- a. A permanent employee who is appointed to a different post or promoted to a higher post shall be on probation in that post for a period of six months and is liable at any time during this probation period to be reverted to the original post at the discretion of the management.
- b. **Confirmation:** No employee is entitled to be confirmed or to be treated as a permanent employee by reason alone of his or her having completed the probationary period until confirmation order is given in writing by the Secretary i.e. the appointing authority.
- c. **Re-employment:** No employee, whose service was terminated, will be considered for re-employment under any circumstances.

Job description: All employees are here to the job-description drawn up for them by their respective department heads and approved by the Secretary of **HIND YUVA SHAKTI**.

d. Change of job assignment: In the overall interest of the Association all staff members are required at any time to assist in any work and to accept any change of job assignment to meet the needs of the organization.

6. EXCLUSIVE SERVICE:

No employee of **HIND YUVA SHAKTI** shall seek or accept any part time employment either for financial consideration or otherwise.

Staff members may accept a position in an Honorary capacity in a Trust, Society or Association with prior written permission from the management provided there is no conflict of interests and the holding of such positions does not interfere into their work with **HIND YUVA SHAKTI**. This rule, however, does not

apply to ordinary membership of Professional Association as Trained Nurses Association Of India, Indian Nursing Council, Institute of Chartered Accountant of India, Institute of Company Secretaries, Institute of Personnel Management etc. provided that the aims and objects of such association are in no way incompatible with aims and objects of **HIND YUVA SHAKTI**.

7. EXCLUSIVE PROPERTY:

All information, data, documents and research materials collected by employees while in service of shall be the exclusive property of this Association and no employees shall have any claim to any such property. Employees desirous of having these materials may get copies with prior approval.

Confidential documents can only be used with the permission of the owner of the document.

8. ATTENDANCE:

8.1 Employees shall sign the attendance register on arrival at the office each working day.

8.2 All employees shall report for duty punctually at the stipulated time.

8.3 Habitual late attendance will be deemed to be breach of discipline. Three late attendances in a month will render an employee liable to forfeit one day's casual leave or one day's salary in lieu thereof if he/she has no leave to his/her credit.

9. WORKING HOURS:

9.1 The office of the will function Monday to Saturday, except on holidays, office hours will be from 9.00 a.m. to 5.00 p.m. with one hour break for lunch from 1.00 p.m. to 2.00 p.m.

All employees shall be required to attend to any emergency or other urgent duties outside their regular hours of work including Sundays and holidays, if necessary. If any employee is required to work on Sunday or holidays they shall not be entitled to any extra remuneration for such work but may be given compensatory "day off" at the managements.

10. HOLIDAYS:

A list of 12 holidays to be observed during the year will be prepared before the end of proceeding year. The list, as approved by the Executive Committee, will be intimated to all by the Secretary. On some special occasions when Central Government declares a holiday the Secretary consultations with the President may declare that as a holiday.

11. CONFIDENTIALITY:

All employees of the **HIND YUVA SHAKTI** including probationers and trainees shall maintain confidentiality of all information pertaining to the informal and external functioning of the Association. The divulging of information gained while in service of the **HIND YUVA SHAKTI** which is likely to harm the good reputation of any individual or organization will attract disciplinary action.

12. CONSULTANCY SERVICE:

12.1 Consultancy services rendered by staff of the **HIND YUVA SHAKTI** are deemed to be services rendered by and not by any staff in his personal capacity.

- 12.2** All consultancy fees and other payments for services rendered by staff will be paid to **HIND YUVA SHAKTI**.
- 12.3** Consultancy service of long duration to institutions or organizations will need to have prior approval of the Secretary.
- 12.4** Prior written permission of the management shall be necessary for accepting any consultancy service to be provided outside India.

13. TOURS, TRAVEL & ALLOWANCES:

- 13.1** All travel plans and tours in connection with the official work of the organisation shall be planned in advance in consultation with the Secretary.
- 13.2** The normal mode of transport for travel on duty will be by sleeper class by rail or bus. However, the Secretary is entitled up to 2nd AC and flight (in case of emergency) inside and outside state & Programme Coordinator/ programme Officers and other staff of the same or equivalent ranks is entitled for 3rd A.C outside Bihar state and sleeper class for inside Bihar state. In emergency situation, the Secretary is authorized to sanction train tickets of higher class for the organizational staff.
- 13.3** Per Diem allowances for all touring staffs will be as follows from X irrespective of food facilities provided:
- 13.4** 4 DA should be equal amount to all the staff.
 (i) For within the state Rs. 300/- per head per day.
 (ii) For outside the state Rs. 500/- per head per day.
 (iii) Within Patna District No. DA
 - DA will be provided if night hold is done during official tour and will be subject to approval from Secretary.
- 13.5** *Accommodation: Accommodation cost for the organizational staff during official tour will be based on the actual cost.*

14. ABSENCE FROM WORK:

- 14.1.1 An employee who is found absent from his work during the working hours without previously applying and obtaining permission for leave shall be liable to be treated as absent and his pay allowance will be deducted for the period of absence besides attracting disciplinary action. Production of medical certificate at a later date will not be considered for refunding deduction.
- 14.1.2 If an employee remains absent for 10 consecutive days or more, he/she is liable for disciplinary action and after the completion of disciplinary procedure, an appropriate action shall be taken against him.

15. MISAPPROPRIATION OF FUNDS:

- 15.1 If an employee is found guilty of misappropriation of the organizational funds and or any other property belonging to the organisation or misuse of either or both, he is liable to dismissal in addition to forfeiture of his salary and security deposit making good the amount misappropriated or misused and be dealt with according to law.

16. RETIREMENT:

Every employee of **HIND YUVA SHAKTI** shall retire at the age of 60 years. Extension in service will be at the discretion of the Executive Committee on a yearly basis. However, no employee shall continue in service beyond the age of 65.

17. CESSATION OF SERVICE:

- 17.1 The secretary of **HIND YUVA SHAKTI** is the appointing authority. The appointing authority may terminate the service of any permanent employee on administrative grounds in the interest of the organization by giving one working month's notice or the equivalent of one month's salary in lieu of notice, provided that no such notices shall be necessary for termination of service arising out of misconduct.
- 17.2 The employment of a probationary/ temporary employee may be terminated by the appointing authority or by the employee himself by giving fifteen working days notice or the equivalent of fifteen days salary in lieu of notice.
- 17.3 No such notice is required in the case of a casual or **part time employee**.
- 17.4 If any employee is convicted by any court of law which is grave in nature in the opinion of the **Executive Committee**, his/her services shall be terminated by the appointing authority.
- 17.5 Any permanent employee desirous of leaving the services of the organization shall send a letter of resignation to the secretary of the organization giving one working month's notice, or the equivalent of one month's salary in lieu of notice. The **secretary** under exceptional circumstances can relax this period.
- 17.6 The secretary of the organization reserves the right to refuse or accepts the resignation of an employee against whom disciplinary recordings are pending, or for breach of contract, or whose services are liable to be terminated for breach of discipline.

18. SETTLEMENT OF ACCOUNT:

An employee who is terminating his service with the Association shall settle all outstanding accounts and loans and shall hand over to the Secretary all documents, files, records, equipments and other properties of the Association, which are currently in his custody and shall obtain a clearance certificate to that effect.

Failure to do so shall entitle the management to recover all such amounts or properties in any manner considered appropriate or expedient under the circumstances.

19. CERTIFICATE ON TERMINATION OF SERVICE:

Every employee shall be entitled to a service certificate at the time of his resignation, dismissal, discharge or retirement from service.

20. PAYMENT OF SALARIES & WAGES:

- 20.1** Salaries will normally be paid by cheque and not cash.
- 20.2** Details of salaries/wages paid and deductions made will be shown in a salary register which will be signed by the employee at the time of receipt of salary.
- 20.3** The Executive Committee has a right to form, fix and revise the pay scales and allowances for the different categories of the employee of the organization.
- 20.4** All employees shall be paid their monthly wages on or before the tenth day of the following month.
- 20.5 Permissible deductions from salaries are:**
- Income tax payable by the employee
 - PF will be deducted and submitted in the PF office as per the PF Rules and any other superannuation fund.
 - Records of loans and advances
 - Fines or penalties imposed by competent authority

- Recovery of cost of goods or properties of the Association, which have been lost or damaged by willful negligence, carelessness or deliberate act on the part of the employee.
- Deduction for absence from duty.
- Deduction for services provided by the organization for which no provision is made at the time of appointment.
- Deduction for any employee's welfare scheme.

20.6 Advance against salaries is strongly discouraged. However, if it is extremely necessary, it may be made on written request by the employee to the appointing authority.

20.7 20.7 Salary increments: Annual increment.

Annual salary increment of the permanent employees will be done based on the performance appraisal and discretion of the secretary in consultation with the Executive Committee. The project staffs' annual increment will be based on the budget provision in the project.

21. PROMOTION:

- 21.1 The management is under no obligation to promote anyone from one post to another even when he has reached the minimum qualification of a new or higher post.
- 21.2 If a new post is created or a higher post falls vacant, the management is free to consider all available candidates including existing employees. No employee can claim a right to promotion merely on the ground **that she/he has reached** the maximum of his present grade.
- 21.3 The promotion of an employee from a lower post to a higher post or from a lower grade to a higher grade will be determined by the management on the basis of seniority, merit, suitability, length of service and demonstrated ability.
- 21.4 Temporary positing of an employee to a higher post shall by no means be considered as a promotion nor will it confer any right or claim for promotion to that post.
- 21.5 In the event of an employee is selected for promotion, he shall initially be on probation in the new post to determine his suitability for the job. Unless a letter of confirmation is issued by the appointing authority, the employee remains on probation. He/she is liable to be reverted to his/her previous position depending on the performance appraisal ratings during the probation.

22. REIMBURSEMENT OF MEDICAL EXPENSES:

- 22.1 Permanent employees are entitled for medical allowance of Rs.3000/- on annual basis and it will be given with the salary on monthly basis with equal installments.
- 22.2 Probationary employees are entitled medical allowance of Rs.2000/- on annual basis and it will be given with the salary on monthly basis with equal installments.
- 22.3 Medical allowance up to Rs.2000/- for self and Rs.800/- for dependant in each financial year. Thus medical allowance will be given at the time of payment per month in equal installments merged with the monthly salary.
- 22.4 There shall be no carryover of this benefit to a succeeding year; consequently medical expenses incurred in a previous year will not be reimbursed in a subsequent year.

23. LEAVE GENERAL:

- 23.1 Leave shall be granted in accordance with the following leave rules, which shall be applicable to all employees of the Association.
- 23.2 For the purpose of leave, the leave year shall be reckoned from **April 1st to 31st March.**
- 23.3 Leave is a privilege generally granted to employees, it can not be claimed as a matter of right. The secretary may refuse, revise or revoke leave of any description, if exigencies of work make it necessary. Such refusal or revoking of leave shall be given in writing to the applicant.
- 23.4 All applications of leave shall be normally made in the prescribed application.
- 23.5 Ordinarily no employee shall absent himself/herself from work unless he has obtained prior sanction of leave of absence.
- 23.6 Absence from duty without proper sanction will be deemed to be misconduct and will render the employee concerned liable to disciplinary action besides loss of pay.
- 23.7 If any employee is absent without leave for 10 consecutive days, or absent for 10 days beyond the period of leave originally sanctioned or subsequently extended, she/he shall be deemed to have abandoned service voluntary. He will be liable for disciplinary action.
- 23.8 Leave will ordinarily begin and end on the dates sanctioned.
- 23.9 Leave will be calculated on a prorata basis, and will include the actual period spent on duty in the financial year. The days availed for casual or annual leave will be taken into account, but not the easy of absence, on loss of pay. No advance leave will generally be sanctioned.
- 23.10 Unconfirmed employees are not entitled for maternity leave.
- 23.11 An employee under suspension will not be eligible for any leave.
- 23.12 A record of all sanctioned leave shall be maintained in a register prescribed for the purpose.

24. TYPES OF LEAVE:

- A. Casual leave
- B. Annual leave
- C. Sick leave
- D. Leave on loss of pay
- E. Maternity leave
- F. Special Leave
- G. Compensatory Leave.

25. CASUAL LEAVE:

- 25.1 Casual leave is meant to cover causal absence.
- 25.2 All **Probation** & confirmed employees may be granted 10 days casual leave in the **financial** year. It is intended to meet special circumstances.
- 25.3 Casual leave may be availed only for a maximum period of 4 days at a time.
- 25.4 Casual leave cannot be combined with any other kind of leave.
- 25.5 Casual leave shall lapse if not availed during the **financial** year.

26. ANNUAL LEAVE:

- 26.1 All permanent employees shall be entitled to 20 days annual leave for each year after completion of 11 months service.

- 26.2 In order to plan an orderly continuation of services, all applications for leave shall be made in the beginning of the year. The administration will indicate the time most suitable for the leave to be taken. If for exigencies of work, the administration cannot release a particular person at the time he/she requests, an alternative will be offered.
- 26.3 At least 10 days annual leave must be availed by each permanent staff during each financial year. The employee can en-cash his/her un-availed annual leave at the time of termination of service.
- 26.4 Weekends or holidays declared as closed days by the administration may be prefix as well as suffixed to the period of annual leave and will not be calculated as part of the leave earned. However, all Sundays and off days occurring during the period of leave period will form part of the leave.
- 26.5 Annual shall not be allowed in more than two broken periods in a year of not less than seven days.
- 26.6 Thirty days of service must occur between two periods of annual leave within twelve months.
- 26.7 No one can claim for availing annual leave of more than 20 days at a time.
- 26.8 Annual leave can be accumulated up to a maximum of 60 days but one can avail maximum period of 20 days in a year.

27. SICK LEAVE:

- 27.1 All confirmed employees may be granted 12 days sick leave every calendar year. If these are not exhausted during the year, they can be carried forward.
- 27.2 Sick leave may be accumulated up to a maximum of 60 days.
- 27.3 An employee, who avails of prolonged sick leave of thirty days or more on production of the required medical certificate from a medical office, will not be permitted to resume duty unless he/she produces a certificate of fitness from a medical officer testifying to his ability to resume normal work.
- 27.4 Sick leave is not en-cashable.
- 27.5 In case of long illness which extended beyond 6 months, the employees services will stand automatically terminated on medical grounds. He may be reemployed at the discretion of the management subject to satisfactory evidence of his fitness to resume normal work.

28. MATERNITY LEAVE:

- 28.1 All confirmed female employees are eligible for maternity leave at the rate of 6 weeks before confinement and 6 weeks after confinement for two deliveries.
- 28.2 Maternity leave may be combined with sick leave and annual leave.
- 28.3 Maternity leave may be availed of in cases of miscarriage and for abortion provided such leave does not exceed six weeks.

29. SPECIAL LEAVE:

- 29.1 Any employee sponsored by association to attend seminars, conferences and for any other kind of professional meetings/training with or without financial assistance from the Association, may be granted special leave for the purpose.
- 29.2 The secretary of the organization shall be the competent authority to sanction such leave.
- 29.3 Any employee can be given special leave up to maximum 1 year for higher studies.

- 29.4 Accident during office work & its medical reimbursement (other than sick leave and medical benefit) if extra need of leave with sick leave the annual leave can be given, as special leave for 2 months only with 15 days salary.

30. LEAVE ON LOSS OF PAY / LEAVE WITHOUT PAY :

- 30.1 Under extra ordinary circumstances, leave on loss of pay may be granted to an employee.
- 30.2 Any period of leave loss of pay will not be counted for computation of leave.
- 30.3 Contribution to the contributory fund from both employer and the employee will remain suspended during the leave on loss of pay.
- 30.4 Secretary of the organization may sanction leave on loss of pay up to one month.

31. COMPENSATORY LEAVE:

If any employee due to exigency of work is required to be on duty on any of the statutory holidays/or on a week off day, then s/he will be entitled to a compensatory leave within a period of 45 days.

32. EXTENSION OF LEAVE:

If an employee, after proceeding on leave, desires an extension thereof, he, shall before the expiry of the leave period originally sanctioned, make an application in writing for the extension of leave. The leave sanctioning authority shall send to employee a reply either granting or refusing extension of leave.

The employee will ensure that such extension is asked for only under extenuating circumstances. The communications in response to such request will be sent to the last known address.

Every employee going out of station on leave shall furnish his leave address in the leave application.

33. LEAVE PROCEDURE:

- 33.1 All leave must be applied through the prescribed leave application form.
- 33.2 All leave application must be submitted to the Secretary.
- 33.3 Sick leave is for actual sickness. If it is for more than three days, a doctor with at least MBBS qualification or a reliable registered medical practitioner should certify the same.
- 33.4 As far as possible casual leave should be applied before availing the same. In emergency situation, casual leave may be taken without prior notice but information of the same should be given to Secretary within 24 hours.

34. MISCONDUCT:

The term " misconduct" shall denote any offence or act of commission or omission on the part of an employee which falls within the general notion of the work "misconduct" as generally understood, and shall be deemed also to cannot offences of acts of commission or omission under or against these personnel policies and service rules or any other regulations and/or practices of the organization.

Without prejudice to the foregoing and without being extensive, the minor and major acts or misconducts are listed below:

34.1 Minor misconduct:

- 34.1.1 Discourtesy of colleagues, visitors, superiors or subordinates.
- 34.1.2 Refusal to cooperate with colleagues or to carryout legitimate orders.
- 34.1.3 Laziness, inefficiency or carelessness at work.
- 34.1.4 Quarreling within the premises.
- 34.1.5 Loitering and committing nuisance within the premises.

- 34.1.6 Obtaining leave or attempting to obtain leave on false pretences.
- 34.1.7 Absence without leave from the appointed place of work while on duty.
- 34.1.8 Habitual late attendance.

34.2 Penalty for minor misconduct:

- 34.2.1 Warning of censure
- 34.2.2 Fine not exceeding two days pay.
- 34.2.3 Suspension without pays and allowances for up to four days.

Note: Not with standing what is stated here fore, any act of commission or omission will be deemed to be a major misconduct if the consequences of such an act are of a serious nature.

34.3 Major misconduct :

- 34.3.1 Willful insubordination or disobedience of formal orders, whether alone or in conjunction with others.
- 34.3.2 Striking work or inviting other employees to strike work.
- 34.3.3 Theft, fraud or dishonesty in connection with association's business or property.
- 34.3.4 Inviting others to strike work in contravention of any central or state legislation.
- 34.3.5 Demanding or accepting bribes or any illegal gratification whatsoever.
- 34.3.6 Habitual breach of any standing orders or of these personnel policies.
- 34.3.7 Cross negligence or neglect or work.
- 34.3.8 Willful breakage of or damage to the properties of the Association.
- 34.3.9 Threatening or intimidating any person within the premises or using force or violence in any form.
- 34.3.10 Malingering or deliberate delay in performance of duty or carrying out of legitimate orders.
- 34.3.11 Holding meetings inside the premises of the association without prior permission.
- 34.3.12 Gambling within the premises.
- 34.3.13 Tampering with records, attendance register or any other books of file as of the association.
- 34.3.14 Disclosing confidential information about the organization to any person not authorized to receive such information.
- 34.3.15 Any act of immorality within the premises.
- 34.3.16 Promotion of disaffection among the employees.
- 34.3.17 Any act detrimental to good public relations.
- 34.3.18 Any act subversive of discipline within the organization.
- 34.3.19 Drunkenness or riotous or disorderly behaviour during working hours in the premises of the association.
- 34.3.20 Refusal to carry out order of transfer.
- 34.3.21 Engagement in any political activities while on service.
- 34.3.22 Sleeping while on duty.
- 34.3.23 Distribution or exhibiting within the premises handbills, pamphlets or paper without permission.
- 34.3.24 Unauthorized use or occupation of the premises or quarters of **HIND YUVA SHAKTI** and refusal to vacate them when called upon to do so by the Secretary of the organization, or any person authorized by the Secretary of the organization.

- 34.3.25 Giving false information regarding name, age, qualification, ability and previous experiences at the time of employment or later.
- 34.3.26 Accepting employment under any other employer without prior written permission from the Secretary of **HIND YUVA SHAKTI**.
- 34.3.27 Commission of offence punishable under Indian Penal Code whether the offences are committed inside or outside the organizational premises or conviction by a court of law for offences under the Indian Penal Code.
- 34.3.28 Refusal to accept and acknowledge any communication when served by the Secretary or by person authorized by the Secretary.

34.4 Penalties for major misconduct:

- 34.4.1 Suspension without pays and allowances for a period up to 10 days.
- 34.4.2 Stoppage of one or more increments.
- 34.4.3 Demotion
- 34.4.4 Discharge
- 34.4.5 Dismissal

35 PROCEDURE FOR DISCIPLINARY ACTION:

No order of punishment shall be made without the employee being given an opportunity to explain to the satisfaction of the management the circumstances alleged against him through an oral or recorded inquiry.

- 35.2 In the case of minor misconduct, if an order of suspension is rescinded, the employee shall be deemed to be on duty during the period of suspension and will be entitled to the same remuneration as he would have received if he had not been suspended.
- 35.3 There shall be a recorded inquiry, in the case of a major misconduct, the employee shall be issued a charge sheet (or show cause notice), clearly setting forth the charge alleged against him. The appointing authority shall sign charge sheet.
- 35.4 If the concerned employee does not admit the charges or if his explanation is not satisfactory, the management may arrange to hold a recorded inquiry in accordance with the principles of natural justice.
- 35.5 The management may appoint an inquiry officer either from among the staff or from outside to conduct the inquiry.
- 35.6 The employee concerned shall present himself at the time and place set for the enquiry. If the employee concerned fails to appear at the inquiry for reasons, which the inquiry officer considers unsatisfactory, the inquiry shall be preceded with ex-parte in his absence.
- 35.7 The employee subjected to inquiry shall be permitted to be assisted by a co-employee, no outsider shall be permitted to assist him in the enquiry. The employee or his representative shall be permitted to cross-examine any witnesses deposing in support of the charges, and he shall also be permitted to produce witnesses and documents in his/her defense.
- 35.8 The statements of all the witnesses on either side or the employee's pleas made at the inquiry shall be recorded.
- 35.9 The inquiry officer shall record his findings as to whether all or any of the charges leveled against the employee are established.

35.10 If charges are proved in the inquiry, the management shall take into account the gravity of the misconduct, the previous record of the employee and any other extenuating or aggravating circumstances that may exist. The nature of punishment shall be at the discretion of the management.

The order passed by the management shall be communication in writing to the employee concerned.

35.11 If an employee is suspended pending investigation inquiry trial or during the tendency of any legal proceedings against him, he shall be paid a subsistence allowance to be decided by the management, which cannot be less than the 50% of his/her wages. If, however, the suspensions awarded as a punishment for misconduct as established by an enquiry, the suspension shall be without pay and allowances.

36. REDRESS OF GRIEVANCES:

If any member of staff has a complaint or grievances arising out of employment may submit it to his immediate superior who will deal with it as expeditiously as possible. He will either intimate his/her decision to the employee concerned or if the case so warrants refer the case to the Secretary. If the employee is not satisfied with the decision of or the action taken by the immediate superior, he may submit the matter in writing to the Secretary who shall examine the matter expeditiously and intimate his decision to the employee or staff member or refer the matter to the Executive Committee of **HIND YUVA SHAKTI**, if the case so warrants. If the employee/staff member is not satisfied with the decision of the Secretary, he may advance the grievance to the President of **HIND YUVA SHAKTI**, who will examine it and put it up before the Executive Committee's meeting for a decision. This decision shall be final provided however any grievance relating to the termination of services may be appealed to the President of the Association through the Secretary.

37. APPLICABILITY OF PERSONNEL POLICIS, SERVICE RULES AND REGULATIONS:

All employees and staff are subjects to and are bound by the rules and regulation and procedures relating to conditions of appointments, emoluments, staff welfare (contribution) fund, retirement, leave etc. as they are in force as the time of their appointment and as they may be modified from time to time thereafter. When changes are made in these personnel policies, rules and regulations by the management, they shall apply immediately to all staff superseding the rules and regulations in force at the time of the appointment.

38. AMENDMENTS AND INTERPRETATIONS:

38.1 The Executive Committee of the **HIND YUVA SHAKTI** has the sole authority to amend, modify or in any other way to alter these rules from time to time.

38.2 The Managing Director of **HIND YUVA SHAKTI** reserves the right to amend modifies or supercedes any of the rules contained herein and to issue such orders or instructions as may be considered expedient and appropriate in specific cases.

- 38.3 Each employee will be provided with a copy of the service rules/personnel policies and with any amendment or modifications there to and of any order or instructions, which may be issued from time to time.
- 38.4 Each employee will be provided with a copy of the service rules/personnel policies and with any amendment or modifications there to and of any order or instructions, which may be issued from time to time.
- 38.5 In the event of any doubt or conflict in the interpretation of these rules, the interpretation given by the Secretary shall prevail subject to the final decision of the Executive Committee.

39. RESPONSIBILITY OF THE MANAGEMENT:

The Secretary or in his/her absence, the Programme Coordinator or any senior level programme staff shall be responsible for the faithful observance of these service rules and will carry out the activities of .

40. GOVERNING BOARD'S DISCRETION:

The Executive Committee may at its discretion waive conditions in very special circumstances on application, by an employee; such waiver will under no circumstances become precedent.

41. GRATUITY

AS PER LIC SCHEME:

41.1.1 Gratuity is payable to an employee:

After rendering continuous service of not less than 5 years of permanent as staff.

41.1.2 On his/her death or disablement due to accident or disease while in service. In this case completing of 5 years of service shall be waved as a requirement.

41.1.3 Payment of gratuity to employees will be followed as per LIC gratuity rule.

41.1.4 An employee disqualifies for gratuity if he/she has not put in 5 full years of continuous service in **HIND YUVA SHAKTI**. This does not apply, however in case of death or permanent disablement while in service in the organization.

NOTE: Any change or modification in the policy is subject to the decision of the Executive Committee of HIND YUVA SHAKTI.

Ved prakash

(Secretary)

HIND YUVA SHAKTI

