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NOTIFICATIONS BY GOVERNMENT

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NOTIFICATIONS BY GOVERNMENT

CO-OPERATION, FOOD AND CONSUMER PROTECTION DEPARTMENT

The Tamil Nadu Central Co-operative Banks Common Cadre Service Rules, 2019.

[G.O. Ms. No. 13, Co-Operation, Food and Consumer Protection (CC1), 11th February 2019,
தை 28, விளம்பி, திருவள்ளூர் ஆண்டு-2050.]

No. SRO A-8/2019.

In exercise of the powers conferred by sub-section (1) of Section 180 read with sub-section (1) of Section 75 of the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983), the Governor of Tamil Nadu hereby makes the following rules, namely:-

1. Short Title and Commencement.- (1) These rules may be called as the Tamil Nadu Central Co-operative Banks Common Cadre Service Rules, 2019.

(2) These rules shall apply to General Managers of all Central Co-operative Banks registered or deemed to be registered under the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983).

(3) These rules shall come into force with effect from the date of publication in the *Tamil Nadu Government Gazette*.

2. Definitions.- In these rules, unless the context otherwise requires,-

(a) 'Act' means the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983);

(b) 'Rules' means the Tamil Nadu Central Co-operative Banks Common Cadre Service Rules, 2019;

(c) 'Government' means the Government of Tamil Nadu;

(d) 'Registrar' means the Registrar of Co-operative Societies, Tamil Nadu, Chennai;

(e) 'Apex Bank' means the Tamil Nadu State Apex Co-operative Bank Ltd., Chennai;

(f) 'Common Cadre Authority' means the Committee constituted under rule 3 of these rules;

(g) 'Central Bank' means the Central Co-operative Bank registered or deemed to be registered under the Act;

(h) 'Common Cadre Employee' means the post of the General Manager of Central Co-operative Bank to which these rules shall apply;

(i) 'Service' means service under these rules;

(j) 'Year' means financial year commencing from 1st day of April and ending with 31st day of March of the succeeding year;

(k) 'Parent Bank' means the Central Co-operative Bank in which the General Manager is working at the commencement of the Common' Cadre Service.

3. Constitution of Common Cadre Service.- (1) The Common Cadre Service shall be maintained separately for 'A' Class Central Co-operative Banks, 'B' Class Central Co-operative Banks and 'C' Class Central Co-operative Banks, respectively.

Explanation I.-For the purpose of these rules, 'A' Class Central Co-operative Bank means the bank working on profit with business of above Rs.1700 Crores, 'B' Class Central Co-operative Bank means the bank working on profit with business upto Rs.1700 Crores and 'C' Class Central Co-operative Banks means the bank functioning on cumulative loss.

Explanation II.- (1) For the purpose of this rule, "Business" means aggregate of deposits outstanding and loans outstanding.

(2) The post of General Manager in Central Co-operative Banks in Tamil Nadu shall form the respective Central Co-operative Banks' Common Cadre Service.

(3) All the employees holding the above said post shall be deemed to have been absorbed in the said Common Cadre Service. For others who are not willing to become a member of the said service, the provisions contained in the second proviso to sub-section (2) of Section 75 of the Act shall apply.

(4) For the first three years from the date of constitution of the Common Cadre Service, the Additional Registrar (Finance and Banking) in the office of the Registrar of Co-operative Societies, Chennai shall be the Competent Authority under the first proviso to sub-section (3) of Section 75 of the Act. From the fourth year onwards, the Committee consisting of the following officers shall be the Competent Authority (hereinafter called "Common Cadre Authority") in respect of Central Co-operative Banks:-

(i) Additional Registrar (Finance and Banking) in the Office of the Registrar of Co-operative Societies.	:	Chairman.
(ii) Deputy General Manager, National Bank for Agriculture and Rural Development, Chennai.	:	Member
(iii) One President of the Central Co-operative Bank in Tamil Nadu to be nominated by the Government.	:	Member
(iv) General Manager (Administration), Tamil Nadu State Apex Co-operative Bank Ltd. Chennai.	:	Member-Secretary.

The Member-Secretary, in consultation with the Chairman, shall convene the meetings of the Common Cadre Authority as and when necessary.

4. Cadre Secretariat.- The Common Cadre Authority shall have a Common Cadre Authority Secretariat with the following staff for administering these rules:-

(i) Manager.	---	1 (one)
(ii) Assistant-Cum-Typist.	---	1 (one)
Total.	---	2 (Two):

Provided that the Common Cadre Authority may revise the staff strength of the Common Cadre Authority Secretariat as it may deems necessary. The service conditions of the employees in the Common Cadre Authority Secretariat shall be as decided by the Common Cadre Authority.

The staff for the Common Cadre Authority Secretariat shall be drawn from the Tamil Nadu State Apex Co-operative Bank Ltd. The Common Cadre Authority Secretariat shall work under the control of the Common Cadre Authority and shall function at the office of the Registrar of Co-operative Societies at Chennai.

5. Powers of Common Cadre Authority.- The Common Cadre Authority shall have the following powers, namely:-

- (a) To decide all policy matters concerning the Common Cadre Service.
- (b) To approve the annual budget.
- (c) To hear appeals against the orders of the Member-Secretary.
- (d) To effect postings of cadre personnel to the Central Co-operative Banks. .
- (e) It will be the appointing authority in respect of all the Common Cadre Employees.
- (f) To transfer cadre employees from one bank to another.
- (g) To determine the contribution payable by the Central Co-operative Banks for maintenance of the Common Cadre.
- (h) To regulate the conditions of service of Common Cadre Employees.
- (i) To exercise overall control and supervision over the cadre employees.
- (j) Have powers to determine and modify, from time to time, the strength of the Common Cadre Service with the approval of the Government.
- (k) It shall fix inter-seniority of the cadre employees in each cadre post.
- (l) To direct any employee of Common Cadre Service to hold full additional charge of the Common Cadre post in any other Central Co-operative bank, which is vacant.

6. Duties of Member-Secretary.- The Member-Secretary shall have the following duties and responsibilities, namely:-

- (a) To exercise control and supervision over the cadre employees ..
- (b) He shall be responsible for proper maintenance of accounts of the Cadre Secretariat.
- (c) To convene meetings of the Common Cadre Authority in consultation with Chairman and keep a record of the proceedings thereon.
- (d) To carry on correspondence on behalf of the Cadre Authority.
- (e) To maintain list of members of Common Cadre Service and a list of employees in the feeder post for the cadre post of General Manager, namely, Assistant General Managers working in all the Central Co-operative banks.
- (f) To collect contributions or subscriptions from the Central Co-operative Banks for implementing the Cadre Scheme.

(g) To carry out such other obligations which are incidental to the implementation of these rules.

(h) To sanction annual increments to the cadre personnel.

7. Appointment to the Cadre Post.- (1) All the General Managers working in the Central Co-operative Banks at the commencement of these rules shall be deemed to be Common Cadre Employees in the respective category.

(2) The Common Cadre Authority shall observe the requirements of education, age, experience, etc, for promotion or appointment to the common cadre posts as per the provisions contained in rule 149 of the Tamil Nadu Co-operative Societies Rules, 1988.

(3) Any vacancy in the cadre of General Manager shall be filled up only by way of promotion from the feeder post of Assistant General Manager. For this purpose, the Common Cadre Authority shall prepare a list of Assistant General Managers working in all Central Co-operative Banks with full details and draw a State level seniority for Assistant General Managers on the date of first April of every year to facilitate the Common Cadre Authority to call for candidates for selection to the cadre of General Manager, when vacancy arises.

8. Educational Qualifications and Experience for the Cadre Personnel.- Candidates will be selected by the Common Cadre Authority on the basis of merit with reference to their performance, evaluation report as specified in rule 22 and efficiency test conducted in an interview for the said purpose.

9. Salary, allowances and service conditions.- The scales of pay, allowances and other service conditions of Common Cadre Employees will be decided by the Registrar based on the recommendation of the Committee constituted by the Common Cadre Authority, from time to time.

10. Provident Fund and Gratuity.-(1) **Provident Fund.-**Every Common Cadre Employee shall contribute towards contributory provident fund at the rate of 12% of pay and Dearness Allowance and the bank concerned shall also make matching contribution to this fund in the same rate. Every Common Cadre Employee should also make additional contribution to the provident fund as per the instructions of the Regional Provident Fund Commissioner, from time to time. Provident Fund Account shall be maintained in the parent Bank of the Common Cadre Employee.

(2) **Gratuity:** The Common Cadre Employee shall be eligible for gratuity as per the scheme of gratuity applicable to the parent Bank. The gratuity account shall also be maintained with their respective parent Bank:

Provided that the Common Cadre Authority may make a suitable provision so as to bring an uniformity in regard to payment of gratuity of the cadre employees. For this purpose, wages shall mean pay, personal pay and dearness allowance last drawn.

Gratuity is payable to General Manager,-

(a) On superannuation; or

(b) On his retirement or resignation; or

(c) On his death, provided he has rendered continuous service of not less than five (5) years in the cadre.

11. Ex-Gratia.- The Common Cadre Employees shall be eligible to draw ex-gratia from the Central Co-operative Banks in which they are posted, if such payment of ex-gratia is authorized by the Registrar to other employees working in the Central Co-operative Banks.

12. Increments.- (1) Annual increments in the time scale admissible to the Common Cadre Employee shall be allowed by the Member-Secretary of the Common Cadre Committee. Annual increments shall be sanctioned to the Common Cadre Employee unless sanction of the same has been specifically withheld as a result of disciplinary proceedings.

(2) Annual increments will fall due on the first day of every quarter (i.e) 1st January. 1st April. 1st July and 1st October every year.

(3) Annual increments shall be allowed only after the employee concerned is declared to have completed his probation satisfactorily in their cadre, by the Common Cadre Authority;

(4) The following periods shall count for computing, the period of one year of service for the purpose of granting annual increments,namely:-

(a) Period of duty in the post.

(b) All periods of leave other than extra-ordinary leave without pay and allowances.

(c) Period of officiating service in higher post.

(d) Period of suspension, if it is ordered to be treated as duty, on completion of disciplinary proceedings.

(5) Stagnation increments shall be granted to the cadre employee by the Member-Secretary on the basis of the provisions applicable to the Parent Bank to which the Common Cadre Employee belongs:

Provided that Common Cadre Authority may make suitable provisions so as to bring uniformity in this regard.

13. Record of service.- The Common Cadre Authority shall maintain the following service registers in respect of Common Cadre Employees namely:-

(a) Personal file of every Common Cadre Employee containing a copy of his appointment order, service particulars including educational qualification and other items, copies of warnings, leave orders, orders of punishment, if any, and other service records as if necessary.

(b) Service books.

(c) Performance evaluation report as specified in rule 22.

14. Seniority.- Seniority of Common Cadre Employee shall be determined as follows:-

The seniority for the post of General Manager, who are presently in position, shall be determined with reference to total length of service in the General Manager cadre put in by the cadre employees in their respective parent Bank. In other words, the date of entry into the post of General Manager shall be the criteria for fixing inter-se-seniority, for the cadre post of General Manager. The Common Cadre Seniority List will be approved and printed by the Common Cadre Authority on the basis of the above criteria.

(a) The Member-Secretary shall communicate the inter-se-seniority of the Common Cadre Employees to all the Common Cadre Employees within three months from the creation of Common Cadre Authority. Any person aggrieved by the order regarding fixation of inter-se-seniority may appeal to the Common Cadre Authority. The decision taken by the Common Cadre Authority shall be final and binding on all concerned.

15. Leave.- (1) Every Common Cadre Employee shall be eligible for the following kinds of leave, namely:-

(a) Casual Leave.- Every Common Cadre Employee shall be entitled to casual leave of twenty days in a year subject to following conditions, namely:-

(i) Holidays and Sundays falling within or before or after the period of causal leave shall be excluded.

(ii) Casual leave shall not be combined with any other kind of leave.

(iii) Casual leave shall not be availed of for more than six days continuously and casual leave combined with holidays shall not exceed ten days at a time.

(b) Earned Leave.- Every Common Cadre Employee shall be entitled to earned leave at the rate of one day for every eleven days of duty. The accumulation and surrender of earned leave shall be as per the Government norms.

(c) Medical Leave.- Every Common Cadre Employee of the Bank shall be entitled to Medical Leave upto a maximum of five hundred and forty (540) days during his/her entire service. The medical leave shall be limited to be commensurate with the length of service of the Common Cadre Employee as specified Table below.

THE TABLE

S.No.	Period of Service	Maximum Leave Eligible
(1)	(2)	(3)
1.	Upto five (5) years.	Ninety (90) days.
2.	Above five (5) years and upto ten (10) years.	One hundred and eighty (180) days.
3.	Above ten (10) years and upto fifteen (15) years.	Two hundred and seventy (270) days.
4.	Above fifteen (15) years and upto twenty (20) years.	Three hundred and sixty (360) days.
5.	Above twenty (20) years.	Five hundred and forty (540) days.

(d) Maternity Leave.- (i) Every Woman Common Cadre Employee shall be entitled to maternity leave as per the Government norms.

(ii) Every Woman Common Cadre Employee who undergoes medical termination of pregnancy under the Medical Termination of Pregnancy Act, 1971 (Central Act 34 of 1971) shall be entitled to maternity leave as provided for in the said Central Act irrespective of the applicability of the said Central Act to the bank.

(e) Extraordinary Leave.- (1) No Common Cadre Employee shall be eligible for extraordinary-leave.

(2) When the service of a Common Cadre Employee is required, the cadre employee may be re-called from leave or the leave sanctioned may be revoked by the Competent Authority, except in the case of leave on medical grounds. Leave of any kind cannot be claimed as a matter of right.

(3) (a) A Common Cadre Employee who wishes to avail himself of casual leave shall apply in writing one week in advance to the President of the Bank for sanction of the leave. The President of the bank may waive the period of notice in any urgent or unforeseen situations.

(b) A Common Cadre Employee who wishes to avail himself of any other kind of leave shall apply in writing to the cadre authority and in the case of earned leave, two weeks in advance, for sanction of the leave. The Common Cadre Authority may waive the period of notice on any urgent or unforeseen situations.

(4) If an employee on leave deserves extension thereto, he shall make an application in writing so as to reach the sanctioning authority at least seven days before the expiry of the leave. A reply communicating sanction or rejection of leave shall be sent to the Common Cadre Employee to the address given by him.

(5) A cadre employee proceeding on any leave shall furnish the leave address to the sanctioning authority.

(6) Absence without leave in continuation of sanctioned leave or otherwise constitutes misconduct for the purpose of these rules.

(7) Every cadre employee entering on leave and leaving the headquarters shall indicate specifically his address in the leave application and obtain permission along with leave sanction.

16. Termination of service.-No Common Cadre Employee shall be removed from the service on account of misconduct, dishonesty or moral turpitude without giving a notice so as to give him an opportunity of making his representations. Notice of termination on behalf of the Common Cadre Authority shall be issued by the Member-Secretary.

17. Retirement.- Every employee appointed in the service shall retire on attaining the age of 58 years with effect from the afternoon of the last day of the month in which he attains the age of 58 years.

18. Appointment of legal heirs in case of pre-mature death while in service.-The parent bank shall provide appointment to the legal heirs of the Common Cadre Employee who dies while in harness subject to the provisions of the Act, Rules and the special bye-laws relating to service conditions of the employees of the respective parent bank. The benefit of giving employment will be subject to the dependents of the deceased employee fulfilling the norms regarding educational and other qualifications. The Common Cadre Authority shall ensure that appointment on compassionate grounds is made by the parent Bank only.

19. Posting and transfer.- The Common Cadre Authority shall be the appointing authority in respect of cadre employee. All the existing General Managers presently working in Central Co-operative Banks shall automatically become the Common Cadre Employees in the respective cadre on the creation of the Common Cadre.

The Common Cadre Authority shall be the competent authority to post and transfer any employee of the Common Cadre Service, throughout the State.

The Common Cadre Authority may transfer a Common Cadre Employee suo-motu or at the request of Central Co-operative Bank or Registrar of Co-operative Societies. No Common Cadre Employees shall be posted to the parent Bank or to a Bank which is situated in his native district.

The Common Cadre Employee whose Parent Bank is "A" class as per latest pay revision shall be transferred only to "A" Class Bank. Similarly, a cadre employee whose parent Bank is "B" Class shall be transferred to "B" Class bank only and a cadre employee whose Parent Bank is "C" Class shall be transferred to "C" Class only.

20. Joining time and Transfer Travelling Allowance.- A Common Cadre Employee on transfer will be allowed joining time as per the provisions applicable to Government servants of the Government of Tamil Nadu. The salary for the joining time period and transfer travelling allowance / daily allowance shall be borne by the Bank to which the Common Cadre Employee is posted.

21. Security Deposit.- A Common Cadre Employee shall furnish the following security by way of Fixed Deposit as Rs.1,00,000/- (Rupees one lakh only).

The Common Cadre Employee who has already made security deposits in the Parent Bank shall increase his security deposits in the Parent Bank to the amount specified above within six (6) months from the date of commencement of Common Cadre Service. The security deposit of General Managers shall remain as deposits with the parent Bank in which they have been working at the commencement of the Common Cadre. The security deposit shall be invested in the Bank in which they are posted for the first time and will continue to remain in the Bank till the refund of the security deposit, after completion of audit of the year during which the Common Cadre Employee was in service.

22. Performance Evaluation Report.- Every Common Cadre Employee shall furnish a set of reports every year ending with 31st March indicating the performance levels fixed for him, achievements, outstanding contributions for development

and strengthening of the system, awards if any received in the preceding year, punishments if any awarded, etc., within a month from the completion of each year. Such self appraisal reports shall be scrutinized, countersigned etc, as per the chart given below:-

THE TABLE.

To scrutinize and write up adverse remarks, if any.	To review counter sign-and communicate adverse remarks.	To decide on appeal.
Managing Director.	President of Central Bank.	Common Cadre Authority.

The Common Cadre Authority may review the above arrangement and come out with suitable modifications, if need be, after studying the problems in implementation, in due course for approval of the Government. The authority competent to communicate adverse remarks shall communicate the same within thirty (30) days from the date of receipt of the report by him and any appeal by the employee shall be filed within sixty (60) days from the date of communication of the adverse remarks to him. The decision of the appellate authority shall be final and binding.

23. Reversion.- The Common Cadre Authority may revert a Common Cadre Employee from the service of the Common Cadre in order to effect economy. While doing so, the junior most member in the cadre service in the post of General Manager shall be reverted. Such reverted person in the cadre shall be absorbed in the cadre of the parent bank as Assistant General Manager only.

24. Resignation.- A member of the Common Cadre Service may resign by giving not less than one month notice in writing to the Common Cadre Authority. If less than a month's notice is given, the cadre employee will have to remit the salary and allowance for the actual number of days of shortfall in the notice. Resignation shall take effect from the date of acceptance by the Common Cadre Authority. If any records, books or properties of the bank are found to have been held by him, he shall continue to be liable to account for the same inspite of acceptance of his resignation.

25. Conduct and Discipline.- (1) The whole time of the Common Cadre Employee shall be at the disposal of the Central Bank to which the Common Cadre Employee is posted and he shall serve the bank in its business in such capacity and during such hours and at such place as may required, from time to time.

(2) Every Common Cadre Employee of the service subject to the provisions of these rules shall work under the administrative control of the Managing Director of the bank concerned and perform such duties and exercise such powers as may be enjoined upon or conferred on him under the provisions of the Act, rules and the bye-laws of the bank.

(3) No Cadre employee shall divulge to any person the business secret of the bank or reveal the business information of a confidential nature which during the course of his employment comes to his possession or knowledge or has been collected by him. Strict secrecy should be maintained in regard to customer accounts also. However, with the previous permission of the superior officer, he may communicate only that portion of the information which is needed by the authority concerned for disposal of dispute or conduct of enquiry, inspection, investigation and audit or where such information is required to be produced before the Court of Law Every member of the Common Cadre Service shall give an undertaking in writing that he shall keep and maintain secrecy as prescribed in the rules, failing which he shall be liable for disciplinary action. Such undertaking shall be executed at the time of the Common Cadre Employee joining the bank to which he is posted.

(4) Every Common Cadre Employee shall serve the Central Bank concerned with honesty and faithfulness and shall use his utmost endeavour to promote the interests of the bank. He shall also show courtesy and attention in his dealings towards all persons having business relations with the bank.

(5) Subject to the provisions of any law relating to intoxicating drinks or drugs for the time being in force in any area, no member of the Common Cadre Service shall-

- (a) while on duty, be under the influence of such drinks or drugs, or
- (b) appear in a public place in the state of intoxication, or
- (c) habitually use such drinks or drugs.

(6) No member of the Common Cadre Service shall-

(a) indulge in disorderly or indecent behaviour, gambling or betting or committing nuisance within the premises of the business of the bank or do anything which disturbs or dislocates the business of the bank; or

(b) cause or attempt to cause wilful damage to the property of the bank or of persons dealing with the bank; or

(c) abet or instigate any of the employees for acts of misconduct, omission or violation of duties; or

(d) misutilise loans or advances obtained from the bank or the property of the bank under his charge or care; or

(e) organize or attend any meeting other than a meeting connected with the business of the bank within its premises without the permission of the President of the Central Bank.

(7) No member of the Common Cadre Service shall take part in neither associate himself with any political demonstration nor shall he take part as a candidate or canvass or otherwise use his influence in any election including election to the Board of Management of the Bank or any other Co-operative Society, other than a society of which he is a member.

(8) No member of the Common Cadre Service shall make any statement to the press or contribute articles to the press or magazines or electronic media including Television or give any talk of the radio in connection with the affairs of the bank without the permission of the President. He shall not ventilate any personal grievance through press or leaflets of the Bank.

(9) No member of the Common Cadre Service shall accept, solicit, or seek any outside employment or office whether stipendiarily or in honorary capacity without previous permission in writing from the Common Cadre Authority.

(10) No member of the Common Cadre Service shall join in any educational institution for further studies except with the prior sanction of the President of the Bank. The permission so required shall be given only in suitable cases and for specific period and only when the President of the Bank is satisfied that according of such permission to the member shall be without any detriment to the efficient discharge of his duties.

(11) A member of the Common Cadre Service shall not solicit or accept any gift or a gratification from any subordinate employee or a person who has any dealings with the bank concerned.

(12) No member of the Common Cadre Service shall personally carry on any other activity for pecuniary gain anywhere on his own account as an agent for others without prior written permission of the Member -Secretary.

(13) A member of the Common Cadre Service shall not absent himself from headquarters except on duty, without obtaining previous sanction from the next immediate authority in the bank.

(14) A member of the Common Cadre Service shall not speculate in stocks, shares, securities, bullion or commodities of any description.

(15) A member of the Common Cadre Service shall not approach or prefer an appeal (except as provided in these rules) or represent personally to any member of the committee on any matter concerning his services:

Provided that nothing herein contained shall be deemed to prohibit a member from making any legitimate representation concerning his service to the authorities competent to entertain such representation.

(16) A member of the Common Cadre Service shall not borrow money from or in any way place himself under a pecuniary obligation to any employee of-

(a) The Central Bank; or

(b) The Apex Bank to which the Central Bank is affiliated; or

(c) The Co-operative Society which is affiliated to the bank in which he is posted.

(17) No member of the Common Cadre Service shall make or permit any member of his family to make any such transaction in the bank in which he is posted or with a society affiliated to the bank, as is likely to embarrass or influence him in the discharge of the duties.

(18) A member of the Common Cadre Service shall not resort to borrowings from outside agencies including other banks, Finance companies, chit funds, hire purchase companies etc. except with the prior approval from the President of the bank concerned.

26. Annual Property Statement of Assets.- (1) Every Common Cadre Employee shall furnish a declaration to the Common Cadre Authority of the immovable property held in his name or in the name of his spouse or dependant sons and daughters as at the end of each financial year. He shall also obtain prior permission for purchase of or acquiring any interest in immovable property from the Common Cadre Authority. In addition to furnishing of a statement of immovable property, the Common Cadre Employee shall also furnish a Statement of Assets and liabilities as on the 31 st March every year to the Common Cadre Authority. Such report shall be filed within one month from the completion of each financial year.

(2) Prior permission to purchase movable property exceeding Rs.25,000/- in value by every Common Cadre Employee shall be obtained from the Common Cadre Authority.

(3) No member of the Common Cadre Service either by himself or any of his family members shall bid in any action of the property belonging to the bank either directly or indirectly.

27. No member of the Common Cadre Service who has a wife or husband living shall contract another marriage except in respect of such exemptions which are permitted as per the law of the country.

28. Loans and Borrowings:- No member of the Common Cadre Service shall enter into or carry on any credit transactions with the bank or any other society except as permitted under the Act, rules or the bye-laws of the bank concerned or as per these rules.

29. A member of the Common Cadre Service arrested on a criminal charge shall be placed under suspension from the date of his arrest. A member of the Common Cadre Service who is convicted of a criminal charge by a criminal court, shall be liable for dismissal.

30. Penalties.- (1) without prejudice to the provisions contained in any other rule, a Common Cadre Employee who commits a breach of duty enjoined upon him or has been convicted for criminal offence or an offence under the Act or does anything prohibited by these rules shall be liable to be punished by any one of the following penalties, namely:-

(i) Censure;

(ii) Withholding of increments;

(iii) Recovery from pay or security deposit to compensate in whole or in part for any pecuniary loss to the bank by the cadre employees conduct;

(iv) Reduction in rank or grade;

(v) Removal from service; and

(vi) Dismissal from service.

(2) The Copy of the order of the punishment shall invariably be given to the Common Cadre Employee concerned and entry to this effect shall be made in his service record.

(3) No penalty specified in clauses (i), (ii) and (iii) in sub-rule (1) shall be imposed, unless a show cause notice has been given to the Common Cadre Employee and he has either failed to reply within the specified time or his reply has been found to be unsatisfactory by the punishing authority.

(4) The charge sheeted cadre employee shall be awarded punishment by the appropriate authority according to the seriousness of the offence:

Provided that no penalty under clauses (iv), (v) and (vi) of sub-rule (1) shall be imposed without recourse to a disciplinary proceedings.

(5) No Common Cadre Employee shall be reduced in rank or grade or removed or dismissed by any authority other than the appointing authority

(6) The appointing authority while passing orders for stoppage of increments shall state the period for which they are stopped whether with cumulative effect or otherwise.

31. Disciplinary Proceedings.- (1) The disciplinary proceedings against a Common Cadre Employee shall be conducted by an Inquiry Officer with due observance of the principles of natural justice for which it shall be necessary that,-

(i) the Common Cadre Employee shall be served with a charge sheet duly approved by the Common Cadre Authority containing specific charges and mention of evidence in support of each charge and he shall be required to submit explanation in respect of the charge within reasonable time which shall not be less than fifteen days;

(ii) such a Common Cadre Employee shall also be given an opportunity to produce at his own cost or to cross-examine witnesses in his defence and shall also be given an opportunity of being heard in person, if he so desires;

(iii) if no explanation in respect of charge sheet is received or the explanation submitted is unsatisfactory, the competent authority may award appropriate punishment as considered necessary;

(2) (i) Where a Common Cadre Employee is dismissed or removed from service on the ground of misconduct which has led to his conviction on a criminal charge; or

(ii) Where a Common Cadre Employee refuses or fails without sufficient cause to appear before the Inquiring officer when specifically called upon in writing to appear; or

(iii) Where a Common Cadre Employee has absconded and his whereabouts are not known to the authority for more than three months; or

(iv) Where it is otherwise (for reason to be recorded) not possible to communicate with him,

The Competent Authority may award appropriate punishment by continuing disciplinary proceedings.

(3) Disciplinary proceedings shall be taken by the appointing authority against the Common Cadre Employee either suo-motu or on a report made to this effect by an Inspecting Authority or the Board of Management of the Bank under whose control the cadre employee is working or may have worked.

(4) The Inquiring officer shall be appointed by the Common Cadre Authority:

Provided that the officer at whose instance disciplinary action was started shall not be appointed as an Inquiring officer nor shall the Inquiring officer be the appellate authority

(5) (i) A Common Cadre Employee under suspension shall be entitled to a subsistence allowance as per rules applicable to the employees of the Central Co-operative Bank:

Provided that no payment of the subsistence allowance shall be made unless the member has furnished a certificate and the authority passing the order of suspension is satisfied that the Common Cadre Employee was not engaged in any other employment, business, profession or vacation and had not earned remuneration therefor during the period of his suspension.

(ii) (a) When a Common Cadre Employee is reinstated, the authority competent to order the reinstatement shall make specific order regarding pay and allowance to be paid for the period of suspension and whether or not the said period shall be treated as a period spent on duty:

Provided that where the authority passing the order of reinstatement is of the opinion that the Common Cadre Employee has been fully exonerated or the suspension was wholly unjustified, the Common Cadre Employee shall be given the full pay and allowance to which he would have been entitled had he not been suspended.

(b) In cases not covered by the proviso to sub-rule 5(i) the Common Cadre Employee shall be given such proportion of pay and allowances as the Competent Authority may order.

(iii) In cases falling under the proviso to sub-rule 5(ii) above, the period of suspension shall be treated as a period spent on duty, for all purposes.

(iv) In cases falling under sub-rule 5(ii) above, period of suspension shall not be treated as a period spent on duty unless the Competent Authority specifically directs that it shall be so treated.

(v) The period of suspension shall not take retrospective effect.

(vi) Leave shall not be granted to a Common Cadre Employee under suspension.

(vii) A Common Cadre Employee against whom proceedings have been taken either for his arrest on a criminal charge or who is detained under any law for preventive detention, shall be considered as under suspension for the period during which he is so detained in custody or is undergoing imprisonment and not be allowed any pay and allowances other than the subsistence allowance admissible under sub-rules (i) and (ii) above for such period until he is released from detention and allowed to resume duties as the case may be,-

(6) The order of suspension may be revoked by,-

(i) the authority which passed the orders, or

(ii) the appointing authority.

If there are sufficient reasons for revocation, the same shall be recorded in the order of revocation.

(7) Any disciplinary proceedings commenced against the Common Cadre Employee of a Bank before the enforcement of these rules and still continuing shall as far as may be, be deemed to have been commenced under these rules and may be continued accordingly.

32. Appellate Authority.- (a) The power to impose punishments specified in rule 30 and to hear appeals preferred by a Common Cadre Employee against the orders of punishment, shall be by the following authorities as specified in the Table below, namely:—

THE TABLE		
<i>Nature of punishment.</i>	<i>Authority to impose punishment</i>	<i>Appellate Authority</i>
(1)	(2)	(3)
(1) Censure	Managing Director / Common Cadre Authority	(i) President of the Central Co-operative Bank, if punishment imposed by Managing Director. (ii) Registrar of Co-operative Societies, if punishment imposed by Common Cadre Authority.

<i>Nature of punishment.</i>	<i>Authority to impose punishment</i>	<i>Appellate Authority.</i>
(1)	(2)	(3)
(2) Stoppage of increments without cumulative effect upto two years.	President of Central Co-operative Bank Common Cadre Authority.	(i) Board of Central Co-operative Bank, if punishment imposed by President of Central Co-operative Bank. (ii) Registrar of Co-operative Societies, if punishment imposed by Common Cadre Authority.
(3) Stoppage of increments without cumulative effect beyond two years or with cumulative effect for any period.	Common Cadre Authority.	Registrar of Co-operative Societies.
(4) Recovery of pecuniary loss of pay	Common Cadre Authority.	Registrar of Co-operative Societies.
(5) Suspension	Common Cadre Authority.	Registrar of Co-operative Societies.
(6) Reduction in rank of grade, removal and dismissal.	Common Cadre Authority.	Registrar of Co-operative Societies.

(b) In case of any doubt about the applicability of the above rules on the members of the Common Cadre Service, the Common Cadre Authority shall refer the matter to the Registrar, whose decision shall be final.

33. Every appeal shall comply with the following requirements, namely:-

- (a) It shall be couched in polite and respectful language, failing which the competent authority may reject it.
- (b) It shall contain all material facts and arguments and shall be complete in itself.
- (c) It shall be accompanied by an attested copy of the impugned order.
- (d) It shall specify the relief desired.

(e) It shall be submitted to the competent authority through proper channel within ninety (90) days from the date of receipt of the order of punishment.

34. Forwarding of an Appeal.- An appeal preferred through proper channel under sub-clause (e) of rule 33 shall be forwarded without undue delay to the appellate authority with the comments of the authority through which it is submitted.

35. Save as provided in these rules, no appeal shall be addressed or endorsed to or bear recommendations of any other authority or person. A defiance of this rule as well as any attempt to influence or canvass the appellate authority shall be deemed as breach of discipline rendering the appeal liable to rejection and the member is liable for action for breach of discipline.

36. Suits and Criminal Cases.- (1) Where a civil suit or a criminal case arising out of the circumstances directly connected with the discharge of his duties is filed against a Common Cadre Employee and the Common Cadre Employee makes a request for the defence of the case at the cost of the Bank concerned, the Board of Management of the Bank concerned may consider such request and sanction defence of the case at the cost of the Bank subject to the approval of the Common Cadre Authority.

(2) While seeking approval of the Common Cadre Authority, the Bank shall intimate the reasons for offering defence at the cost of the Bank and furnish such other information as the Common Cadre Authority may require for disposal of the request of the Bank.

(3) Cases of employees having been charged with embezzlement, fraud, corruption or moral turpitude shall not be treated as falling within the scope of these rules.

(4) Even where a case against a Common Cadre Employee is,-

- (a) under police investigation; or
- (b) pending judicial enquiry of trial,

the Common Cadre Authority may institute or proceed with departmental enquiry and take disciplinary action against the erring Common Cadre Employee.

37. Miscellaneous.- (1) If any dispute or doubt about the interpretation or application of any of the provisions of these rules arises, the matter shall be referred by the Common Cadre Authority to the Government whose decision shall be final and binding.

(2) Save as otherwise provided in these rules, all orders concerning service matters shall be issued under the signature and seal of the Chairman of the Common Cadre Authority.

The Tamil Nadu Primary Agricultural Co-operative Credit Societies Common Cadre Service Rules, 2019.

[G.O. Ms. No. 14, Co-operation, Food And Consumer Protection (CN1), 12th February 2019,
தை 29, விளம்பரி, திருவள்ளூர் ஆண்டு-2050.]

No. SRO A-9/2019.

In exercise of the powers conferred by sub-section (1) of Section 180 read with sub-section (1) of Section 75 of the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983), the Governor of Tamil Nadu hereby makes the following rules, namely:-

1. Short title and commencement.- (1) These rules, may be called as the Tamil Nadu Primary Agricultural Co-operative Credit Societies Common Cadre Service Rules, 2019.

(2) These rules shall apply to Secretaries of all Primary Agricultural Co-operative Credit Societies registered or deemed to be registered under the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983).

(3) These rules shall come into force with effect from the date of Publication in the *Tamil Nadu Government Gazette*.

2. Definitions,- In these rules, unless the context otherwise requires,-

- (a) "Act" means the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983);
- (b) "Rules" means the rules prescribed under the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983);
- (c) "Government" means the Government of Tamil Nadu;
- (d) "Registrar" means the Registrar of Co-operative Societies, Tamil Nadu, Chennai;
- (e) "Central Bank" means the Central Co-operative Bank Limited concerned;
- (f) "Common Cadre Authority" means the committee constituted under rule 3 of these rules;
- (g) "Common Cadre Employee" means the Secretary of the Primary Agricultural Co-operative Credit Societies, to whom these rules shall apply;
- (h) "Service" means Service under these rules;
- (i) "Year" means financial year commencing from 1st day of April and ending with 31st day of March of the succeeding year;
- (j) "Parent Society" means the Primary Agricultural Co-operative Credit Society in which the Common Cadre Employee is working at the commencement of the common cadre Service;
- (k) "Primary Agricultural Co-operative Credit Society" means and includes Primary Agricultural Co-operative Credit Society and erstwhile Farmers Service Co-operative Credit Society, Rural Co-operative Credit Society and Growers Co-operative Credit Society, etc.,

3. Constitution of Common Cadre Service.- (1) The Common Cadre of Service shall be maintained separately for 'A' Class Primary Agricultural Co-operative Credit Societies, 'B' Class Primary Agricultural Co-operative Credit Societies and 'C' Class Primary Agricultural Co-operative Credit Societies.

Explanation I.—For the purpose of these rules, 'A' Class Primary Agricultural Co-operative Credit Society means the Primary Agricultural Co-operative Credit Society which are working with continuously Five (5) years in Net Profit, 'B' Class Primary Agricultural Co-operative Credit Society means the Primary Agricultural Co-operative Credit Society which are working in current profit during some years in the last Five (5) years but with cumulative loss and 'C' Class Primary Agricultural Co-operative Credit Society means the Primary Agricultural Co-operative Credit Society working with accumulated loss and current loss.

Explanation - II.—(1) Any new Primary Agricultural Co-operative Credit Society registered under the Act after the constitution of the Common Cadre shall be classified as 'B' class Primary Agricultural Co-operative Credit Society for a period of five years from the date of registration of the Society.

(2) The post of Secretary of the Primary Agricultural Co-operative Credit Societies in the district concerned shall form the respective Primary Agricultural Co-operative Credit Societies Common Cadre Service.

(3) All the employees holding the post of Secretary of Primary Agricultural Co-operative Credit Societies shall be deemed to have been absorbed in the respective Common Cadre Service. For any such employee not willing to become a member of the said Service, second proviso to sub-section (2) of Section 75 of the Act will apply.

(4) For the first three years from the date of constitution of the Common Cadre of Service, the Joint Registrar of Co-operative Societies, Chennai shall be the Competent Authority under the first proviso to sub-section (3) of Section 75 of the Act.

From the Fourth year onwards the Committee consisting of the following Officers shall be the Competent Authority (hereinafter called "Common Cadre Authority") in respect of the Primary Agricultural Co-operative Credit Societies:-

- | | | | |
|-------|---|---|---------------------|
| (i) | The Regional Joint Registrar of Co-operative Societies of the respective Region. | - | Chairman. |
| (ii) | The Managing Director of the respective Central Co-operative Bank. | - | Member - Secretary. |
| (iii) | The Circle Deputy Registrar of Co-operative Societies at the District headquarters. | - | Member. |
| (iv) | The President of the Primary Agricultural Co-operative Credit Society in the district with the highest working capital to be nominated by the respective Central Co-operative Bank. | - | Member. |

(5) The Member-Secretary shall, in consultation with the Chairman, convene the meetings of the Common Cadre Authority as and when necessary.

4. Cadre Secretariat.- The Common Cadre Authority shall have a Common Cadre Authority Secretariat with the following staff for administering these rules, namely:-

- | | | | |
|------|--|-----|---------------|
| (i) | Co-operative Sub-Registrar | --- | 1 (one) ; and |
| (ii) | Senior Inspector or equivalent cadre from Central Co-operative Bank on deputation. | --- | 1 (one) |

Total. --- 2 (Two):

The above staff of the Co-operative department has to be drawn on foreign service by the District Central Co-operative Bank and kept at the disposal of the Common Cadre Authority. The staff shall function at the office of the Regional Joint Registrar of Co-operative Societies concerned.

5. Powers of Common Cadre Authority.- The Common Cadre Authority shall have the following powers, namely:-

- (a) To approve the annual budget concerning the Common Cadre Service;
- (b) To appoint and effect postings and transfer of Common Cadre Employees in the Primary Agricultural Co-operative Credit Societies of the same class in the district;
- (c) To determine and modify, from time to time, the strength of the Common Cadre Service with the approval of the Registrar;
- (d) To exercise overall control and supervision over the Common Cadre Employees;
- (e) To fix inter- se seniority of the Common Cadre Employees;
- (f) To direct any employee of Common Cadre Service to hold full additional charge of the Common Cadre post in any other Primary Agricultural Co-operative Credit Societies which is vacant; and

(g) To delegate with the approval of the Registrar any of its powers or functions relating to the service conditions of the Common Cadre Employees to the respective Primary Agricultural Co-operative Credit Societies;

6. Duties of Member - Secretary.- The Member-Secretary shall have the following duties and responsibilities, namely:-

- (a) To exercise control and supervision over the Common Cadre Employees;
- (b) To convene meetings of the Common Cadre Authority and keep a record of the proceedings thereon;
- (c) To carry on correspondences on behalf of the Common Cadre Authority;
- (d) To maintain list of members of service including those working in the feeder category post;
- (e) To collect contributions/subscriptions from the Societies implementing the Common Cadre Scheme;
- (f) To carry out such other obligations which are incidental to the implementation of the Common Cadre Rules.

7. Filling up of post of Common Cadre Employee. - (1) The post of Common Cadre Employee shall be filled up by promotion from the feeder post, which is immediately below the post of Secretary in the respective class of Primary Agricultural Co-operative Credit Societies. Candidates to the post of Common Cadre Employee shall be selected from the feeder posts, by the Common Cadre Authority on the basis of merit, service rendered and efficiency test conducted in an interview for this purpose.

(2) The Common Cadre Authority shall determine with the approval of the Registrar, the requirement of education, age, experience, etc., for promotion to the Common Cadre posts.

8. Salary, Allowances and Service Benefits. - The scales of pay, allowances and other service benefits of Common Cadre Employees shall be decided by the Registrar from time to time. Till such time Common. Cadre employees will draw the pay and allowances as they presently draw.

9. Provident Fund and Gratuity.- (1) **Provident Fund** Every Common Cadre Employee shall contribute towards contributory provident fund at the rate of 12% of pay and dearness allowance and the Primary Agricultural Co-operative Credit Society concerned shall also make matching contribution to the fund in the same rate. Every Common Cadre Employee may also make additional contribution to the Provident Fund as per the instruction of the Regional Provident Fund Commissioner, from time to time. The Provident Fund account shall be maintained in the parent Primary Agricultural Co-operative Credit Society of the Common Cadre Employee.

(2) **Gratuity.**- The Common Cadre Employee shall be eligible for gratuity as per the scheme of gratuity obtaining in the parent Primary Agricultural Co-operative Credit Society. The gratuity accounts shall also be maintained with their respective parent Primary Agricultural Co-operative Credit Societies:

Provided that the Common Cadre Authority may make suitable provision so as to bring an uniformity in regard to payment of gratuity of the Common Cadre Employee subject to existing rules. For this purpose, wages shall mean pay, personal pay and dearness allowance last drawn.

Gratuity is payable to the Common Cadre Employees. -

- (a) on superannuation; or
- (b) on his retirement or resignation; or
- (c) on his death, to his nominee, provided he has rendered continuous service of not less than Five (5) years in the cadre post.

10. Ex-Gratia.- The Common Cadre Employees will be eligible to draw bonus/ ex-gratia from the Primary Agricultural Co-operative Credit Societies in which they are posted, if such payment of ex-gratia is authorized by the Registrar to other employees working in the Primary Agricultural Co-operative Credit Societies.

11. Increments.- (1) Annual Increments in the time scale admissible to the Common Cadre Employees shall be allowed by the Common Cadre Authority. Annual Increments shall be sanctioned to the Common Cadre Employees unless sanction of the same has been specifically withheld as a result of disciplinary proceedings.

(2) Annual Increment will fall due on the first day of every quarter (*i.e.*) 1st January, 1st April, 1st July and 1st October every year.

(3) The following periods shall count for computing the period of one year of service for the purpose of granting annual increments namely :-

- (a) Period of duty in the post;
- (b) All periods of leave other than extraordinary leave without pay and allowances;
- (c) Period of suspension, if it is ordered to be treated as duty, on completion of disciplinary proceedings.

12. Record of Service.- The Common Cadre Authority shall maintain the following service registers in respect of Common Cadre Employees, namely:-

(a) Personal file of every cadre, Common Cadre Employee containing a copy of his appointment order, service particulars including educational qualifications and other items, copies of warnings, leave orders, orders of punishment, if any, and other service records as are necessary;

(b) Service books;

(c) Performance Evaluation report as specified in rule 20.

13. Seniority.- (a) Seniority of the Common Cadre Employee shall be determined with reference to the total length of service in the parent society. In other words, the date of entry into the post of Secretary will be the criteria for fixing *inter-se* seniority. The Common Cadre Seniority list will be approved and printed by the Common Cadre Authority on the basis of the above criteria.

(b) The Common Cadre Authority shall communicate the inter-se seniority list of the Common Cadre Employee to all the Common Cadre Employees within three (3) months from the creation of Common Cadre Authority. Any person aggrieved by the order regarding fixing of inter-se seniority may appeal to the Common Cadre Authority. The decision taken by the Common Cadre Authority shall be final and binding on all concerned.

14. LEAVE.- (1) Every Common Cadre Employee shall be eligible for the following kinds of leave, namely:-

(a) Casual Leave.- Every Common Cadre Employee shall be entitled to casual leave of twenty days in a year subject to following conditions, namely:-

(i) Holidays and Sundays falling within or before or after the period of casual leave shall be excluded;

(ii) Casual Leave shall not be combined with any other kind of leave;

(iii) Casual Leave shall not be availed of for more than six (6) days continuously and casual leave combined with holidays shall not exceed ten (10) days at a time.

(b) Special Casual Leave.- (i) Every Common Cadre Employee who has not more than one child and who undergoes sterilization operation shall be eligible for Special Casual Leave not exceeding eight (8) days.

(ii) Every Woman Common Cadre Employee who has not more than one child and who undergoes non-puerperal sterilization operation shall be eligible for Special Casual Leave not exceeding twenty (20) days.

(c) Earned Leave.- Every Common Cadre Employee of the Society shall be entitled to avail himself of earned leave at the rate of one day for every eleven (11) days service:

Provided that such leave may be accumulated at a maximum period of two hundred and forty (240) days.

(d) Medical Leave.- Every Common Cadre Employee shall be entitled to have Medical Leave. The Medical Leave shall be limited to be commensurate with the length of service of the employee as specified in the Table below:-

THE TABLE.

S.No. (1)	Period of Service. (2)	Maximum Leave Eligible. (3)
1.	Upto five years.	Ninety (90) days.
2.	Above five years and upto ten years.	One hundred and eighty (180) days
3.	Above ten years and upto fifteen years.	Two hundred and seventy (270) days.
4.	Above fifteen years and upto twenty years.	Three hundred and sixty (360) days.
5.	Above twenty years.	Five hundred and forty (540) days.

(e) Maternity Leave.- (i) Every Woman Common Cadre Employee shall be entitled to maternity leave as per the Government norms.

(ii) Every Woman Common Cadre Employee who undergoes medical termination of pregnancy under the Medical Termination of Pregnancy Act, 1971 (Central Act 34 of 1971) shall be entitled to maternity leave as provided for in the said Central Act irrespective of the applicability of the said Central Act to the society.

(f) Extraordinary Leave.- (1) No Common Cadre Employee shall be eligible for extraordinary leave.

(2) When the service of the Common Cadre Employee is required, the Common Cadre Employee may be recalled from leave or the leave sanctioned may be revoked by the Common Cadre Authority, except in the case of Leave on medical grounds. Leave of any kind cannot be claimed as a matter of right.

(3) (a) A Common Cadre employee who wishes to avail himself of casual leave and special casual leave shall apply in writing one week in advance to the President of the Primary Agricultural Co-operative Credit Society for sanction the leave. The President of the Primary Agricultural Co-operative Credit Society may waive the period of notice in any urgent or unforeseen situations.

(b) A Common Cadre Employee who wishes to avail himself of any other kind of leave shall apply in writing to the Common Cadre Authority and in the case of earned leave two weeks in advance, for sanction of the leave. The Common Cadre Authority may waive the period of notice on any urgent or unforeseen situations.

(4) If an employee on leave deserves extension there to he shall make an application in writing so as to reach the sanctioning authority at least seven days before the expiry of leave. A reply communicating sanction or rejection of leave shall be sent to the Common Cadre Employee to the address given by him.

(5) Every Common Cadre Employee proceeding on any leave shall furnish the leave address to the sanctioning Authority.

(6) Absence without leave in continuation of sanctioned leave or otherwise constitute misconduct for the purpose of these rules.

(7) Every Common Cadre Employee entering on leave and leaving the headquarters shall indicate specifically his address in the leave application and obtain permission to leave the headquarters along with leave sanction.

15. Termination of Service.- No Common Cadre Employee shall be removed from services on account of misconduct, dishonesty or moral turpitude without giving a notice so as to give him an opportunity of making his representation. Notice of termination shall be issued by the Common Cadre Authority.

Explanation.- Termination of service means removal/ dismissal from service of a Common Cadre Employee.

16. Retirement.- Every employee appointed in the Common Cadre service shall retire on attaining the age of fifty- eight (58) years with effect from the afternoon of the last day of the month in which he attains the age of fifty-eight (58) years.

17. Appointment of Legal Heirs in case of Pre-mature Death while in Service.- The parent society may provide appointment to the legal heirs of the Common Cadre Employee who dies while in service in harness on compassionate grounds in indigent circumstances subject to the provisions of the Act, rules and special bye laws relating to service conditions of the employees of the respective parent society. The benefit of giving employment will be subject to the departments of the deceased employee fulfilling the norms regarding educational and other qualifications. The Common Cadre Authority shall ensure that appointment on compassionate grounds is made by the parent society only.

18. Posting and transfer.- (1) The transfer of the Common Cadre Employee may be made by the Common Cadre Authority suo-motu or at the request of the Primal Agricultural Co-operative Credit Societies concerned. The Common Cadre Authority shall order a transfer of a Common Cadre Employee when directed by the Registrar of Co-operative Societies. No Common Cadre Employee shall be posted to the parent society or to a Society which is situated in his native Village:

Provided that a Common Cadre Employee whose Parent Primary Agricultural Co-operative Credit Society is "A" Class shall be transferred only to "A" Class Primary Agricultural Co-operative Credit Society. Similarly, a Common Cadre Employee whose Parent Primary Agricultural Co-operative Credit Society is "B" Class shall be transferred to "B" Class Primary Agricultural Co-operative Credit Society and a Common Cadre Employee whose Parent Primary Agricultural Co-operative Credit Society is "C" Class shall be transferred to "C" Class Primary Agricultural Co-operative Credit Society only.

(2) The Common Cadre Authority may also effect transfer on ground of financial irregularity or mismanagement.

19. Joining time and Transfer Travelling Allowance.- A Common Cadre Employee on transfer will be allowed joining time as per the provisions applicable to Government servants of the Government of Tamil Nadu. The salary for the joining time period and transfer Travelling Allowance Daily Allowance shall be borne by the Primary Agricultural Co-operative Credit Society to which the Common Cadre Employee is posted.

20. Security Deposit.- A Common Cadre Employee shall furnish a security Rs.25,000/- (Rupees twenty five thousand only) by way of fixed deposits. The Common Cadre Employee who has already made security deposit in the Parent Primary, Agricultural Co-operative Credit Society shall increase his security deposit in the parent Primary Agricultural Co-operative Credit Society to the amount specified above within six months from the date of commencement of Common Cadre Service. The security deposit of Common Cadre Employee shall remain as Security Deposit with the Parent Primary Agricultural Co-operative Credit Society in which they have been working at the commencement of the Common Cadre. The security deposit shall be refunded only after completion of audit of the year during which the Common Cadre Employee is due to retired from service.

21. Performance Evaluation Report.- Every Common Cadre Employee shall furnish a set of report every year ending with 31st March indicating the performance levels fixed for him, achievements, outstanding contributions for developments and strengthening of the system, awards, if any received in the preceding year, punishments if any imposed, etc., in the preceding year, within a month from the completion of each year. Such self appraisal reports shall be scrutinized, counter signed etc., as per the chart given below:-

THE TABLE		
To scrutinize and write up adverse remarks, if any.	To review and countersign and to communicate adverse remarks.	To decide on appeal.
Vice - President of the Primary Agricultural Co-operative Credit Society.	President of the Primary Agricultural Co-operative Credit Society.	Cadre Authority.

The Common Cadre Authority may review the above arrangements and come out with suitable modifications, if need be, after studying the problems in implementation in due course for approval of the Government. The authority competent to communicate adverse remarks shall communicate the same within thirty (30) days from the date of receipt of the report by him and any appeal by the employee shall be filed within sixty (60) days from the date of communication of the adverse remarks to him. The decision of the appellate authority shall be final and binding.

22. Reversion.- The Common Cadre Authority may revert a Common Cadre Employee from the service of the common cadre in order to effect economy. While doing so, the junior most Member in the Common Cadre Service shall be reverted. Such reverted person in the Common Cadre shall be absorbed in the parent society in the post next below the post of Secretary.

23. Resignation.- A member of the Common Cadre Service may resign by giving not less than one month notice in writing to the Common Cadre Authority. If less than a month's notice is given, the Common Cadre Employee will have to remit salary and allowances for the actual number of days of shortfall in the notice. Resignation shall take effect from the date of acceptance by the Common Cadre Authority. If any records books or properties of the Society are found to have been held by him, he shall continue to be liable to account for the same in spite of acceptance of his resignation.

24. Conduct and Discipline.- (1) The Common Cadre Employee shall work full time at the disposal of the Primary Agricultural Co-operative Credit Society to which the Common Cadre Employee is posted and he shall serve the society in its business if such capacity and during such hours and at such place as may be required, from time to time.

(2) Every Common Cadre Employee subject to the provisions of the rules, shall work under the administrative control of the President and the Board of Management of the Primary Agricultural Co-operative Credit Society concerned and perform such duties and exercise such powers as may be enjoined upon or conferred on him under the provisions of the Act, Rules and the bye laws of the Primary Agricultural Co-operative Credit Society.

(3) No Common Cadre Employee shall divulge to any person the business secret of the Primary Agricultural Co-operative Credit Society or reveal the business information of a confidential nature which during the course of his employment come to his possession or knowledge or has been collected by him. Strict secrecy should be maintained in regard to customer accounts also. However, with the previous permission of the superior officer, he may communicate only that portion of the information which is needed by the authority concerned for disposal of dispute or needed by the authority for conduct of enquiry, inspection, investigation and audit or where such information is required to be produced before the Court of Law. Every member of the Common Cadre Service shall give an undertaking in writing that he shall keep and maintain secrecy as prescribed in the rules, failing which he shall be liable for disciplinary action. Such undertaking shall be executed at the time of the Common Cadre Employee joining the Primary Agricultural Co-operative Credit Society to which he is posted.

(4) Every Common Cadre Employee shall serve the Primary Agricultural Co-operative Credit Society concerned with honesty and faithfulness and shall use his utmost endeavour to promote the interests of the Primary Agricultural Co-operative Credit Society. He shall also show courtesy and attention in his dealings towards all persons having business relations with the Primary Agricultural Co-operative Credit Society.

(5) No member of the Common Cadre Service shall,-

- (a) While on duty, be under the influence of alcoholic drinks or drugs, or
- (b) Appear in a public place in the state of intoxication, or
- (c) Habitually use such drinks or drugs.

(6) No member of the Common Cadre Service shall,-

(a) indulge in disorderly or indecent behaviour or gambling or betting or committing nuisance within the premises of the Society or do anything which disturbs or dislocates the business of the Society, or

(b) cause or attempt to cause wilful damage to the property of the Primary Agricultural Co-operative Credit Society or of persons dealing with the Society, or

(c) bet or instigate any of the employees for acts of misconduct commission or Violation of duties, or

(d) misutilize loans or advances obtained from the Primary Agricultural Co-operative Credit Society or the property of the Primary Agricultural Co-operative Credit Society under his charge or care, or

(e) organise or attend any meeting other than a meeting connected with the business of the Primary Agricultural Co-operative Credit Society within its premises without the permission of the President of the Primary Agricultural Co-operative Credit Society.

(7) No Member of the Common Cadre Service shall take part in neither associate himself with any political demonstration or shall take part as a candidate or canvass or otherwise use his influence in any election including election to the Board of Management of the Society or any other Co-operative Societies, other than a Society of which he is a Member.

(8) No member of the Common Cadre Service shall make any statement to the press or contribute articles to the press or magazine or give any talk on the Radio or Electronic media/Television in connection with the affairs of the Primary Agricultural Co-operative Credit Society without permission of the President. He shall not ventilate any personal grievance through press or leaflets.

(9) No Member of the Common Cadre Service shall accept, solicit, or seek any outside employment or office whether stipendiary or in honorary capacity without previous permission in writing from the Common Cadre Authority.

(10) No Member of the Common Cadre Service shall join in any educational institution for further studies except with the prior sanction of the President of the Primary Agricultural Co-operative Credit Society. The permission so required shall be given only in suitable cases and for specific period and only when the President is satisfied that according of such permission is not detrimental to the efficient discharge of his duties.

(11) A member of the Common Cadre Service shall not solicit or accept any gift or a gratification from any subordinate employees or a person who has any dealing with the Primary Agricultural Co-operative Credit Society.

(12) No member of the Common Cadre Service shall personally carry on any other activity for pecuniary gain anywhere on his own account or as an agent for others without written permission of the Common Cadre Authority.

(13) No member of the Common Cadre Service shall be absent himself from headquarters except on duty, without obtaining previous sanction from the Common Cadre Authority or the President of the Primary Agricultural Co-operative Credit Society.

(14) A Member of the Common. Cadre Service shall not speculate in stocks, shares, securities, bullion or commodities of any description.

(15) A Member of the Common Cadre Service shall not approach the "Common Cadre Authority" on any matter concerning his service provided that nothing herein contained shall be deemed to prohibit a member from making any legitimate representation concerning his service to the authorities competent to entertain such representations.

(16) A Member of the Common Cadre Service shall not borrow money from or in any way place himself under a pecuniary obligation to any employee of-

(a) The Primary Agricultural Co-operative Credit Society, or

(b) The Central Co-operative Bank to which the Primary Agricultural Co- operative Credit Society is affiliated.

(17) No member of the Common Cadre Service shall make or permit any member his family to make any such transaction in the society in which he is posted, as is likely to embarrass or influence him in the discharge of the duties.

(18) A Member of the Common Cadre Service shall not resort to borrowings from outside agencies including other banks, finance companies, chit funds, hire purchase companies etc., excepting with the prior approval from the President of the Primary Agricultural Co-operative Credit Society concerned.

25. Annual Property Statement of Assets.- (1) Every Common Cadre Employee shall furnish a declaration to the Common Cadre Authority of the immovable property held in his name or in the name of his spouse or dependant sons and daughters, at the end of each financial year. He shall also obtain prior permission for purchase of, or acquired any interest in immovable property from the Common Cadre Authority. In addition to furnishing of statement of immovable property, the Common Cadre Employee shall also furnish a statement of assets and liabilities as on the 31st March every year to the Common Cadre Authority. Such report may be filed within one month from the completion of each financial year.

(2) Prior permission to purchase of movable property exceeding Rs.25,000/-(Rupees twenty five thousand only) in value shall be obtained from the Common Cadre Authority.

(3) No Member of the Common Cadre Service either by himself or any member of his family shall bid in any auction of the property belonging to the Primary Agricultural Co-operative Credit Society either directly or indirectly.

26. Prohibition of Second Marriage.- No Common Cadre Employee who has a spouse living shall enter into or contract a marriage with any person. No Common cadre employee shall enter into or contract a marriage with a person having a spouse living

Provided that the Common Cadre Authority may permit a Common Cadre Employee to enter into or contract any such marriage if such marriage is permissible under the personal law applicable to such Common Cadre Employee and the other party to the marriage.

27. Loans and Borrowings,- No member of the Common Cadre Service shall Enter into or carry on any credit transactions with the Primary Agricultural Co-operative credit Society or any other society except as permitted under the Act, Rules or the Bye laws of the Primary Agricultural Co-operative Credit Society concerned or as per these rules.

28. If a Member of the Common Cadre Service is arrested on a criminal charge, he shall be placed under suspension from the date of his arrest and if a member of the Common Cadre Service is convicted of a criminal charge by a competent Criminal Court, he shall be liable for dismissal.

29. Penalties.- (1) Without prejudice to the provisions contained in any other rules a Common Cadre Employee who commits a breach of duty enjoined upon him or has been convicted for criminal offence or has been punished for an offence under the Actor does anything prohibited by these rules shall, for good and sufficient reasons be liable to be punished by any one of the following penalties, namely:-

(i) Censure;

(ii) Withholding of increments;

(iii) Recovery from payor security deposit to compensate in whole or in part for any pecuniary loss caused to the Primary Agricultural Co-operative Credit Society by the cadre employee;

(iv) Removal from service; and

(v) Dismissal from service;

(vi) Suspension as a measure of punishment (where a person has already been suspended).

(2) The Copy of the order of the punishment shall invariably be given to the Common Cadre Employee concerned and entry to this effect shall be made in his service record.

(3) No penalty specified in clauses (i), (ii) and (iii) of sub-rule (1) shall be imposed, unless a show cause notice has been given to the Common Cadre Employee and he has either failed to reply within the specified time or his reply has been found to be unsatisfactory by the punishing authority.

(4) No penalty under clauses (iv) and (v) of sub-rule (1) shall be imposed without recourse to a detailed disciplinary proceedings specified in rule 30.

(5) No cadre employee shall be imposed with the above said penalties by an authority other than the Common Cadre Authority:

Provided that the Board of the Primary Agricultural Co-operative Credit Society under which a Common Cadre Employee is for the time being employed shall have the power to impose on such employee the penalty of censure or stoppage of increment upto two years without cumulative effect.

(6)The Common Cadre Authority or the Board of Primary Agricultural Co-operative Society, as the case may be, while passing orders for withholding of increments shall state the period for which they are withheld and whether it is with cumulative effect or otherwise.

30. Disciplinary Proceedings.- (1) The disciplinary proceedings referred to in sub-rule (4) of rule 29 against a Common Cadre Employee shall be conducted with due observance of the principles of natural justice for which it shall be necessary that:-

(i) The Common Cadre Employee shall be served with a charge sheet duly approved by the Common Cadre Authority containing specific charges and mention of grounds in support of each charge and he shall be required to submit explanation in respect of the charge within a reasonable time which shall not be less than fifteen (15) days;

(ii) An enquiry shall be conducted;

(iii) Such a Common Cadre Employee shall also be given an opportunity to cross examine witnesses, to produce at his own cost witnesses in his defence and of being heard in person if he so desires;

(2) Where the conduct of a Common Cadre Employee has led to his conviction on a criminal charge or where a Common Cadre Employee refuses or fails without sufficient cause to appear before the Enquiry Officer when specifically called upon in writing to appear or where a cadre employee has absconded and his whereabouts are not known to the Common Cadre Authority for more than three months or where it is otherwise (for reason to be recorded in writing) not possible to communicate with him, the competent authority may award appropriate punishment by going through the detailed disciplinary proceedings.

(3) The Enquiry Officer shall be appointed by the Common Cadre Authority provided that the officer at whose instance disciplinary action was initiated shall not be appointed as an Enquiry Officer nor shall the Enquiry Officer be the Appellate Authority.

(4) (i) A Common Cadre Employee under suspension shall be entitled to subsistence allowance as per the Tamil Nadu Payment of Subsistence Allowance Act, 1981 (Tamil Nadu Act 43 of 1981):

Provided that no payment of subsistence allowance shall be made unless the member has furnished a certificate to the effect that the Common Cadre Employee was not engaged in any other employment, business, profession or vocation or any other employment and had not earned remuneration there for during the period of his suspension and the Common Cadre Authority shall satisfy its genuineness.

(ii) When a Common Cadre Employee is reinstated, the authority competent to order the reinstatement shall make specific order regarding pay and allowances to be paid for the period of suspension and whether or not the said period shall be treated as a period spent on duty or not:

Provided that where the authority passing the order of reinstatement is of the opinion that the Common Cadre Employee has been fully exonerated or the suspension was wholly unjustified, the Common Cadre Employee shall be given the full pay and allowance to which he would have been entitled had he not been suspended.

(5) In cases not covered under the proviso to sub-rule 4 (ii), the Common Cadre Employee shall be given such proportion of pay and allowances as the competent authority may order.

(i) In cases falling under the proviso to sub-rule 4 (ii) , the period of suspension shall be treated as a period spent on duty for all purposes.

(ii) In cases falling under sub-rule 4 (ii) above period of suspension, shall not be treated as a period spent on duty, unless the competent authority specifically directs that it shall be so treated.

(iii) Suspension shall not be given retrospective effect.

(iv) Leave shall not be granted to a Common Cadre Employee under suspension.

(v) A Common Cadre Employee against whom proceedings have been taken either for his arrest on a criminal charge or who is detained under any law for preventive detention shall be deemed to be as under suspension for the period during which he is so detained in custody or is undergoing imprisonment and he shall not be allowed any pay and allowance other than the subsistence allowance admissible under clauses (i) and (ii) of sub-rule (4) above for such period until he is released from detention and allowed to resume duties as the case may be.

(6) A Common Cadre Employee may be placed under suspension by the Common Cadre Authority and the order of suspension may be revoked by the Common Cadre Authority. If there are sufficient reasons for revocation, the same shall be recorded in the order of revocation.

(7) Any disciplinary proceedings commenced against the Common Cadre Employees of a Society before the Government of these rules and still continuing shall as far as may be deemed to have been commenced under these rules and may be continued accordingly.

(8) The Common Cadre Authority may initiate disciplinary action against Common Cadre Employee strictly in accordance with these rules.

31. Appellate Authority.- The power to impose punishment as mentioned in rule 29 and to hear appeals preferred by a Common Cadre Employee against orders of punishment shall be by the following authorities, namely:-

<i>Nature of punishment.</i>	<i>Authority to impose punishment.</i>	<i>Appellate Authority.</i>
(1)	(2)	(3)
1. Censure.	Board of the Primary Agricultural Co-operative Credit Society / Common Cadre Authority.	(i) Common Cadre Authority, if punishment imposed by Board. (ii) Additional Registrar (Finance and Banking), Office of the Registrar of Co-operative Societies, if punishment imposed by Common Cadre Authority.
2. Withholding of increments without cumulative effect Upto Two (2) years.	Board of the Primary Agricultural Co-operative Credit Society / Cadre Authority.	(i) Common Cadre Authority, if punishment imposed by Board. (ii) Additional Registrar (Finance and Banking), Office of the Registrar of Co-operative Societies, if punishment imposed by Common Cadre Authority.
3. Stoppage of increment without cumulative effect beyond Two (2) years or with cumulative effect for any period.	Common Cadre Authority.	Additional Registrar (Finance and Banking) Office of the Registrar of Co-operative Societies.
4. Recovery from pay of Pecuniary loss.	Common Cadre Authority.	Additional Registrar (Finance and Banking), Office of the Registrar of Co-operative Societies.
5. Suspension.	Common Cadre Authority.	Additional Registrar (Finance and Banking) Office of the Registrar of Co-operative Societies.)
6. Removal/Dismissal.	Common Cadre Authority.	Registrar of Co-operative Societies.

32. Every appeal shall comply with the following requirements, namely.-

- (a) It shall be couched in polite and respectful language failing which the competent authority may reject it.
- (b) It shall contain all material facts and arguments and shall be complete in itself.
- (c) It shall be accompanied by an attested copies of the impugned order.
- (d) It shall specify the relief desired.
- (e) It shall be submitted to the Appellate Authority through proper channel within sixty (60) days from the date of receipt of the order of punishment.

33. Forwarding of Appeal.- An appeal preferred through proper channel under sub-clause (e) of rule 32 shall be forwarded without undue delay to the Appellate Authority with the comments of the authority through which it is submitted.

34. Save as provided in these rules, no appeal shall be addressed or endorsed to or bear recommendations of any other authority or person. A defiance of this rules as well as any attempt to influence or canvass the Appellate Authority shall be deemed as breach of discipline rendering the appeal liable to rejection and the member is liable for action for breach of discipline.

35. Suits and Criminal Cases.- (1) Where a civil suit or a criminal case arising out of the circumstances directly connected with the discharge of his duties, if filed against a Common Cadre Employee and the Common Cadre Employee makes a request for the defence of the case at the cost of the Primary Agricultural Co-operative Credit Society concerned, the Board of Management of the Society concerned may consider such request and sanction defence of the case at the cost of the Primary Agricultural Co-operative Credit Society subject to the approval of the cadre authority.

(2) While seeking approval of the Common Cadre Authority, the Primary Agricultural Co-operative Credit Society shall intimate the reasons for offering defence at the cost of the Primary Agricultural Co-operative Credit Society and furnish such other information as the Common Cadre Authority may require for disposal of the request of the Primary Agricultural Co-operative Credit Society.

(3) Cases of employees having been charged with embezzlement, fraud, corruption or moral turpitude shall not be treated as falling within the scope of these rules.

(4) Even where a case against a Common Cadre Employee is under police investigation, the Common Authority may institute or proceed with departmental enquiry and take disciplinary action against the erring Common Cadre Employee, pending judicial enquiry or trial.

36. Miscellaneous.- (1) If any dispute or doubt about the interpretation or application of any of the provisions of these rules arises, the matter shall be referred by the Common Cadre Authority to the Government, whose decision shall be final and binding.

(2) Save or otherwise provided in these rules, all orders concerning service matter shall be issued under signature and seal of the Common Cadre Authority.

DAYANAND KATARIA,
Principal Secretary to Government.