

# **KERALA RURAL WATER SUPPLY AND SANITATION AGENCY**

## **Administrative Rules**

As authorized by Rule 29 of the rules and Regulations of Kerala Rural Water Supply and Sanitation Agency, the following Rules are hereby issued.

### **CHAPTER 1**

#### **GENERAL SCOPE**

1.Short Title and commencement

- (i) These rules may be called the “Administrative Rules”

They shall be deemed to have come into force w.e.f.17.11.1999.

Note: Cases already settled otherwise before 18-7-2001, the date of issue of these rules, shall not be reopened.

2.These rules shall apply to every person in whole time employment of KRWSA including those on contract appointment.

Note: Persons appointed on deputation from Government service or from other organizations shall be governed by the terms and conditions of such deputation.

3.All powers in these rules shall be exercised by the Executive Director provided that it shall be open to the Executive Director, to delegate any of the powers, which are not specifically provided to be exercised by him, to any officer subject to any conditions which he may think fit to impose.

4.All rights to interpret/modify these rules shall vest with the Governing / Executive Council.

5. Where the Governing Council is satisfied that the operation of any rule under these rules causes undue hardship in any individual case, the requirement of that rule may be relaxed by the governing council for dealing with the case in a just and equitable manner.

6.All persons appointed on contract basis shall be required to execute an agreement in form-A in Appendix-1 which will govern their service conditions.

## CHAPTER II

### 7. Definitions:-

- (i) Competent authority means the authority by whom powers are exercisable under the provision of the Bye-laws of the Society or under the powers duly delegated under these rules.
- (ii) “Executive Director” means the Executive Director of KRWSA who will be the Chief Functionary of the society appointed by the Government of Kerala.
- (iii) “Governing Council” means the Governing Council of KRWSA, which is also referred to as Executive Council.
- (iv) “KRWSA/Society” means the Kerala Rural Water Supply and Sanitation Agency registered under the Travancore – Cochin Literary Scientific and Charitable Societies Registration Act 1955.
- (v) Day:-Means a calendar day, beginning and ending at midnight; but an absence from head quarters for 24 hours shall be reckoned as one day for all purposes at whatever hours the absence begins or ends.
- (vi) Duty:-Means time during which an employee is engaged in work connected with the affairs of the Society and include, the period spent on joining time and casual leave. It will also include any period specifically ordered to be treated as duty by the competent authority.
- (vii) Joining time:-Means the time allowed to an officer to join a new post or travel from a station to another station to which he is posted.
- (viii) Leave Salary:-Means the monthly amount paid by the society to an officer on leave.
- (ix) “Month” means a calendar month. In calculating a period expressed in terms of months and days, complete calendar months, irrespective of the number of days in each should first be calculated and the odd number of days calculated subsequently.
- (x) Pay:-Means the monthly salary paid to an officer as fixed emoluments or as stage in a scale of pay but does not include dearness allowance, house rent allowance or any other allowance granted by the society.
- (xi) Probationer:-Means a person appointed against a vacancy other than as a temporary employee and who undergoes a period of probation as specified in the rules.
- (xii) Promotion:-Means appointment of an officer in any category or grade to a higher category of grade.
- (xiii) Subsistence Allowance:-Means a monthly grant made to an officer who is not in receipt of pay or leave salary because of his being under suspension pending finalisation of the disciplinary proceedings initiated against him.
- (xiv) Temporary employee:-Means an employee whose order of appointment specifies that the appointment is temporary for a limited period.
- (xv) Time-scale of pay:- Means pay which subject to any conditions prescribed in these rules, rises by periodical increments from a minimum to a maximum.

- (xvi) Transfer:-Means the movement of an officer from one head quarter station in which he is employed to another such station either to take up the duties of a new post or in consequence of a change of his head quarters.
- (xvii) Travelling Allowance:-Means an allowance granted to an officer to cover the expenses incurred by him for traveling in the interest of the society.

### **CHAPTER III**

#### **PAY AND ALLOWANCES**

8. An officer shall begin to draw the pay and allowances attached to the post with effect from the date he assumes the duties of that post and shall cease to draw them as soon as he ceases to discharge those duties. If the charge is transferred after noon the transfer does affect pay and allowances until the next day.

9. Rules 10 to 14 apply to only those persons appointed in time-scales of pay generally.

10. Any person appointed in the employment of the society as direct recruit against a post carrying time scale of pay shall draw, as his initial pay, unless otherwise provided in the appointment order, the minimum of the time scale of pay and the allowances, if any, applicable for such pay as per the standing orders issued by the society from time-to time.

11. When an officer holding a post is promoted or appointed to another post carrying higher time-scale of pay, his initial pay in such higher time scale shall be fixed at the stage next above the pay notionally arrived at the lower time scale of pay by increasing the actual pay drawn by him in the lower time scale by one increment. A re-fixation of pay will also be allowed whenever there is a change of pay in the lower-time scale of pay.

Note:-

- (i) When an employee drawing maximum of the scale of pay of the post held by him is promoted or appointed to the higher time scale the notional increment to be added to the pay in the lower scale shall be the increment preceding the maximum of that scale.
- (ii) In case of re-promotions after reversion and on similar other circumstances, the initial pay fixed under the rule shall not be less than the pay he drew, on the last such occasion and the period during which he drew that pay on such last or any previous occasions shall be counted for increment.

12. An increment shall fall due on the day following the date of expiry of the qualifying service of one year required for the purpose unless it is withheld by an order of the competent authority and shall be payable with effect from the first day of the month in which it fall due.

13. Qualifying service for the purpose of increments:-

- (i) All duty in a time scale will count for increment in that scale.
- (ii) Leave without allowance taken otherwise than on medical certificate shall not count for increment. All other kinds of leave will count.
- (iii) If an officer appointed to higher post on promotion or otherwise, is reappointed to the lower post, service in the higher post shall be counted for increment in such lower post.

14. Admissibility of increments to officers appointed on probation:

- (i) If the period of probation is two years first increment in the scale of pay of the probation post shall be drawn after putting in the service required to earn an increment. The second increment shall be sanctioned w.e.f. the date from which probation is declared to have been satisfactorily completed.
- (ii) If the period of probation in one year, first increment shall be sanctioned only w.e.f the date from which probation is declared to have been satisfactorily completed.
- (iii) Delay in completing probation will not affect future increments. Subsequent increments will accrue on the normal incremental dates.

## **CHAPTER IV**

### **HOLIDAYS, WORKING HOURS AND LEAVE RULES**

15. Holidays declared by the Government of Kerala for the employees shall be applicable to the employees of KRWSA also.

16. The working hours for the offices of KRWSA shall be between 10 AM and 5 PM with a lunch interval of 45 minutes between 1.15 PM and 2 PM on all working days.

#### **17. CASUAL LEAVE**

- (i) An employees shall be eligible to avail of casual leave at the rate applicable to Government of Kerala employees.
- (ii) Absence on casual leave combined with Sundays and other authorized holidays shall not exceed 15 days at a time of which casual leave shall not exceed 10 days.
- (iii) All officers including those who have put in less than a year's service will be allowed casual leave at the rate of 20 days during a year without taking into account the length of service put in by them subject to the discretion the sanctioning authority.
- (iv) The officer on casual leave is not treated as absent from duty. He will draw pay and allowances as if he were on duty.

#### **18. SPECIAL CASUAL LEAVE**

The rules in Section II – Special casual leave of appendix VII KSR as amended from time-to-time shall be applicable to the employees of KRWSA also.

## **19. GRANT OF LEAVE**

All employees, including those appointed on contract basis are eligible for the following kinds of leave.

(a) Earned leave:

Applicable as under Appendix VIII part I KSR

(b) Half Pay leave:

Applicable as under Appendix VIII part I KSR

The half pay leave admissible to an officer in respect of each completed year of service is 20 days.

(c) Commuted leave :

Applicable as under Appendix VIII part I KSR

(d) Leave without Allowance:

Applicable as under Appendix VIII part I KSR

(e) Maternity Leave

A competent authority may sanction to a female officer, maternity leave on full (duty) pay (with all allowances) for a period of 180 days from the date its commencement. Female employees will also be eligible for maternity leave for 45 days in case of miscarriage or abortion on production of medical certificate subject to the conditions stipulated in Appendix VIII part I KSR

(f) Leave (except maternity leave) cannot be claimed as a matter of right. When the exigencies of service so requires discretion to refuse or revoke leave of any kind is reserved to the authority empowered to grant it.

## **20. Leave Salary**

(a) An officer on earned leave is entitled to leave salary equal to

- (i) Pay admissible had he been on duty during the period of leave
- (ii) Dearness Allowance e applicable to the above duty pay
- (iii) HRA and other allowance admissible while on duty.

- (b) An officer on half pay leave is entitled to leave salary equal to
- (i) Half of the pay admissible, had he been on duty during the period of leave.
  - (ii) Dearness allowance applicable to the amount admissible under clause (i) above.
  - (iii) House rent allowance and other allowance admissible to them while on duty.

Note: Persons appointed on contract basis or otherwise on consolidated pay or fixed pay as the case may be who are not eligible for dearness allowance and any other allowances are not entitled to draw such allowances during the period of leave. They will get full amount of total salary (inclusive of all allowances) during earned leave and commuted leave and half of such amount during half pay leave.

## **CHAPTER V**

### **JOINING TIME**

21. An officer posted from one station to another on transfer, promotion or otherwise shall be entitled to joining time as follows:-
- (a-) If the new station is within a radius of 8 Kilometres from the old station or if the transfer is on request, the officer concerned is eligible to avail one day including a Sunday or other holiday.
  - (b) In other cases, the officer is eligible to avail
    - (i) one day as journey time for the journey from the old station to the new station, whatever be the distance covered or the mode of conveyance used.
    - (ii) Two days as preparation time and
    - (iii) The Sunday falling within the above period will not be taken into account for the calculation of joining time
  - (c) If the date on which the officer is due for joining date is a holiday, including a declared holiday, it is permissible for him to join the new station on the next day.
  - (d) If the transfer is while on leave, the joining time will be calculated from the day following the date of expiry of such leave. However, if an officer is recalled from the leave and asked to join duty in the new station after canceling the unavailed portion of leave he will be deemed to have cancelled the leave from the date of such order and the joining time will be calculated from that date.

- (e) If the Officer takes leave while on transit from one station to other, the period elapsed since he handed over charge of his old post must be included in this leave. On the expiry of the leave, he may be allowed the normal joining time.

22. An officer on joining time shall be regarded as on duty and shall be entitled to the pay, and allowances/other emoluments, which he would have drawn if he had not been transferred or the pay and allowances he would have drawn on taking charge of the new post, whichever is less.

**Rule 22 (a) Leave sanctioning Authority**

Officers in the rank of Director / Regional Director – Executive Director  
Officers below the rank of Director - Director (Finance & Admn)  
Officers under RPMU-Regional Director RPMU

**CHAPTER VI**

**SUBSISTENCE ALLOWANCE**

23. An officer under suspension or deemed to have been suspended, pending finalisation of the disciplinary proceedings initiated against him is entitled to the following as subsistence and other allowances.

- (i) for the first year of suspension, subsistence allowance at an amount equal to the leave salary, dearness allowance, house rent allowance and any other allowance which he would have drawn, had he been on half pay leave during the period of suspension.
- (ii) For the subsequent period he will be entitled to the following
  - (a) 75% of the leave salary he would have received, had he been on half pay leave.
  - (b) Dearness allowance admissible for the amount at clause (ii) (a) above
  - (c) House Rent allowance and any other allowances payable during Half pay leave.

24. If the officer under suspension is dismissed/removed with retrospective effect there will be no recovery of the subsistence allowance already paid to him.

## CHAPTER VII

### RETIREMENT BENEFITS

(The rules in this chapter shall not apply to persons who have enjoyed retirement benefits from any organization)

25. The date of compulsory retirement of an officer shall take effect from the afternoon of the last day of the month in which he attains the age of 55 years.

#### **26. Service qualifying for retirement benefits:**

- (i) Period of service from the date of beginning of full time regular service to the date of retirement including service on contract.
- (ii) All kinds of leave with eligibility for leave salary.
- (iii) Leave without allowance on medical certificate.
- (iv) All broken periods of service will count, but the break itself will not count.

#### **27. Eligibility for pension/gratuity**

There shall be no pension for the employees of the society. They will be eligible for gratuity for the qualifying service computed as per rule 26. The amount of gratuity will be one half the emoluments of an employee for every completed year of qualifying service subject to the maximum of 16.5 times the emoluments.

Note: (1) emoluments: means the total of basic pay and allowance/Consolidated pay except HRA, CCA or Conveyance Allowance actually drawn for the month of retirement.

- (ii) 32 years and 1 day will be reckoned as 33 years. In other cases fraction of 6 months and above in the total qualifying service will be reckoned as one year.

#### **28. Gratuity is payable for the following classes of retirements:-**

- (i) Retirement on superannuation.
- (ii) Termination of services of an employee on medical grounds or an expiry of contract period.
- (iii) Voluntary retirement on completion of 20 years qualifying service.
- (iv) Death while in service of an employee.

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Note: (i) Service of an officer will be terminated on medical grounds only on the basis of the Medical certificate issued by the Competent Authority as decided by the Governing Council to the effect that the employee is permanently incapacitated by a contagious disease or physical or mental disability or infirmity for the service of



KRWSA.

(ii) In the case of voluntary retirements the actual period of qualifying service as on intended date of retirement of the employee shall be increased by a period not exceeding 5 years subject to the following conditions.

(a) The period of weightage so added shall not exceed the difference between the age of retirement of superannuation and the date of effect of voluntary retirement.

(b) Total qualifying service after allowing the weightage shall not exceed 33 years.

**28 (a) Terminal Surrender**

An officer including those on contract basis having continuous service of 5 years and above retiring from service or finally quitting the service of KRWSA on termination of the terms of appointment shall be eligible to surrender the entire amount of earned leave at his credit subject to the maximum of 300 days and to receive the leave salary thereof.

**28 (b) EPF**

All contract staff in KRWSA staff will be covered under EPF Scheme applicable as per labour rules in force

29. An employee shall make a nomination conferring on one or more persons in the family the right to receive any gratuity that may be sanctioned under these rules and any gratuity which having become admissible has not been paid to him before death.

30. Family for the purpose of rule 29 shall include the following relatives of the employee.

- (a) Wife in the case of male employee.
- (b) Husband in the case of female employee.
- (c) Sons
- (d) Unmarried daughters
- (e) Father
- (f) Mother

31. ~~in~~In death cases, if the employee has not executed the nomination, the Governing Council may sanction payment of the amount to the legal heirs on the strength of an enquiry certificate by a team of two officers appointed by the Executive Director.

## CHAPTER VIII

### MEDICAL BENEFITS

32. All employees in whole-time employment of the society including those working on deputation from Government service or from other institutions and persons appointed on contract basis shall be granted reimbursement of the medical expenses incurred by them for their medical treatment or the treatment of the dependent members of their families subject to the following rules. However those on deputation will be eligible for benefits not inferior to those in parent department.

a) Expenses incurred towards cost of medicines purchased, investigations carried out and amounts paid towards hospital stoppage, room rent and fee for consultations can be reimbursed on production of vouchers along with the prescriptions of the same also. Cost of Spectacles purchased by the employee based on medical prescription, may also be reimbursed subject to the ceiling of Rs.500/- once in 5 years.

Note:-Authorised Medical Attendant means any Medical Officer serving under the state Government or any Registered Medical practitioner of any system of medicine registered as "A" Class.

b) Medical claims for treatment under any system of medicine are eligible for reimbursement.

c) Medical reimbursement sanctioned in a calender year shall not exceed one months' salary of the employee concerned.

Note:-Salary for the purpose of this rule includes pay, DA,HRA and all other allowance including conveyance allowance drawn by the employee for the month of January of the calender year in which the reimbursement relates.

d) Once the reimbursement claims of an employee for a calendar year is settled limiting the claim to the ceiling fixed in ( c ) above, it will not be re-opened in the context of increase in salary for January that year sanctioned later by way of retrospective revision of salary, belated sanctioning of increment etc.

e) If the Governing Council is satisfied that the ceiling fixed in ( c ) above causes undue hardship to any employee because of the high cost of expenditure he had to incur for prolonged treatment involving hospitalization for major surgeries, cardiac ailments, cancer, injuries in accidents, renal failures treatments for neurological diseases etc. medical reimbursement claims may be sanctioned in relaxation of the ceiling to the extent found necessary.

f) Family for the purpose of this rule includes the following members who are solely dependent on the employee.

- 1.Wife/husband
2. Sons
- 3.Unmarried daughter
4. Father
- 5.Mother

g) Preparations classified as Foods, Baby Foods, Toilet preparations and disinfectants are excluded from the items of Medicines reimbursable.

h) Expenditure incurred by an employee for any special treatment obtained by him outside the State but within India will be reimbursed subject to the conditions that such treatment was taken with the prior approval of the Governing Council on the recommendation of the Authorised Medical Attendant. If deemed necessary the Executive Director may obtain the views of a Senior Medical Officer on such recommendations before giving sanction.

i) The medical claims for reimbursement should be made within 2 months from the date of discharge from the hospital in cases of hospitalization and from the last date of purchase of the medicine in other cases.

j) An application for reimbursement shall be made in the following form.

- 1.Name of employee
- 2.Salary drawn for January
- 3.Amount received on Medical reimbursement so far in the current year.
- 4.Name of the patient and relationship
- 5.Whether the patient is solely dependent on the employee.
- 6Amount claimed.
- 7.Name of hospital/doctor from where/whom treatment was obtained.

Signature

Name of employee

## CHAPTER IX

### TRAVELLING ALLOWANCES

33. The rules in this chapter are applicable to the officers appointed on deputation and on contract basis also.

34. No traveling allowance is admissible for journeys within a radius of 8 KM from Head Quarters.

35. For the purpose of calculating travelling allowances, officers in the society are classified as follows:-

**First Grade I:-**

All officers in receipt of gross pay of ₹ 45,000/- and above and officers belonging to the categories of Director and above.

**Grade II:-**

a) All officers in the receipt of actual pay of ₹.37,000/- and above but below ₹.45,000

b) All officers in receipt of actual pay of ₹ 17,000 and above but below ₹.37,000

**Grade III:**

All other officers except officers of the Fourth Grade

**Grade IV:**

Peons, Drivers etc.

Note:

1. Officers appointed on deputation from Government service or from other Institutions will continue to be classified as per the classification in the rules of their parent organizations, if it is more beneficial to them.

2. The classification in the above rule is applicable to those appointed on contract basis or otherwise on consolidated pay and fixed pay also.

3. Employees on daily wages required to travel for official purposes shall be paid traveling allowances at the same rates applicable to persons holding equated posts on regular/contract basis.

36. Travelling allowances shall be admissible for journeys in the following circumstances:

37. Journeys on Tour

a) Travelling allowances shall be admissible only if the journey is duly sanctioned by the Executive Director or any other officer authorised for the purpose by the Executive Director.

b) Mileage Allowance for Journeys by Railway

For the purpose of calculating mileage allowance, officers traveling by railway are entitled to class of accommodation according to the following scale.

- (i) An officer of the Grade I –Accommodation of the A/C First Class (or by the highest class by whatever name it is called)
- (ii) An officer of the Grade II(a) – Accommodation by II A/C
- (iii) An officer of the Grade II (b) – Accommodation by First Class or III A/C. In the absence of I class or III A/C accommodation in a particular train, S/he may travel by II A/C.
- (iv) An officer of the Grade III-

1. An officer drawing ₹.17,000 or above – Accommodation by I class/III A/C . In the absence of I class or III A/C accommodation in a particular train, S/he may travel by II A/C.

2. All other officers (ie. those drawing less than ₹.17,000/-) Accommodation by second class sleeper.

(v)-An officer of the Fourth Grade: Accommodation by second class sleeper.

Note:

- (i) Grade I or Grade II (a) Officers performing the journey by special conveyance (own vehicle) between places connected by rail are permitted to claim the actual expenses limited to the railway fare for the class of accommodation by which they are entitled to travel and the incidental charges admissible for railway journeys. Such officers may also travel by hired taxi between places connected by rail or not subject to obtaining sanction for the same from the Executive Director or other authorized officers. Such taxi charges will be paid/reimbursed by KRWSA.
- (ii) Those who actually travel by higher class of accommodation shall claim the railway fare for their admissible class of accommodation. If they travel by lower class of accommodation they should claim mileage allowance for the class of accommodation by which they have actually travelled.
- (iii) If the class of accommodation for which as officer is eligible is not available in a particular train, he may travel by the next available higher class of accommodation.

(c) Incidental Expenses

In addition to the mileage allowance as above, they are entitled to an allowance for incidental expenses calculated as follows:

Grade	Rate/KM
	₹
I	0.50

II (a)	0.40
II (b)	0.35
III	0.30
IV	0.30

Note:- The allowance on incidental expenses shall be subject to a minimum of half Daily Allowance admissible for halts.

(d) Mileage allowance for journey by road

- (i) If the journey is performed by Public conveyance the officer is entitled to claim actual bus fare whatever be the class of the bus service in which he traveled.
- (ii) In addition he may draw an allowance for incidental expenses at the rates admissible for railway journeys.
- (iii) If the officer returns to the head quarters on the same day mileage allowance admissible is subject to the minimum of one daily allowance.

(e) Journeys by air

- (i)-Grade I officers are authorized to travel by air. All officers shall obtain the prior sanction of the Executive Director for journeys by air.
- (ii)-An officer authorized to travel by air is entitled to actual Economy Class/ low cost class fare plus an allowance for incidental expenses limited to one DA.

(f) Daily Allowance

A daily allowance at the following rate is admissible for each day of halt outside the headquarters.

Grade	Rate -₹	
	Inside State	Outside State
I	250	350
II (a)	200	250
II (b)	200	225
III	150	175
IV	150	175

Note: If the period of halt does not exceed 6 hrs no daily allowance is admissible. It exceeds 6 hrs but does not exceed 12 hrs half DA and if it exceeds 12 hrs full DA is payable.

(g) Reimbursement of Room rent

A Daily Allowance at the following rate is admissible for each day of halt outside the headquarters.

Grade	Rate -₹
	New Delhi, Mumbai, Calcutta and Chennai
I	5000
II (a)	3000
II (b)	2000
III	1000
IV	1000
Grade	Rate -₹
	In other places within the state or outside the state
I	3000
II (a)	2000
II (b)	1000
III	800
IV	800

Note: In case of halts within or outside the state the Executive Director will be competent to sanction a higher rate based on proof on actual expenses incurred, in special circumstances and subject to his satisfaction. A consolidated list of such sanctions shall be placed before the next meeting of the Governing/Executive Council for information.

### 38. Journeys on transfer

- (a) No traveling allowance is payable for journeys on transfer on request.
- (b) In cases of transfer on administrative grounds traveling allowances and other concessions are admissible subject to the following rules
- (i) Travelling allowances is admissible only if the transfer was effected while on duty of the officer or on leave with eligibility for leave salary.
  - (ii) If the journey is by rail, he may draw one fare for the class of accommodation by which he is entitled to travel and 3 times the incidental expenses admissible for journeys on tour. In addition he may draw one extra fare for each adult member of his family who accompanies him and one half fare for each child for whom such fare is actually paid.

\_\_\_\_\_ Note-Family for the purpose of this rule includes wife/husband and children.

- (iii) If the journey is by road, he may draw mileage allowance at twice the rate applicable for journeys on tour. In addition he may draw mileage allowance at the rate admissible to him for journeys on tour for each member of his family who accompany him.

(iii)(iv)

### 38 Transportation of personal effects

For transportation of personal effects, he may draw actual expenses subject to the following limits.

Grade I and Grade II (a)	Rs.10/- per KM subject to the minimum of Rs.500/-
Grade II (b)	Rs.8/- per KM subject to the minimum of Rs.400/-
Grade III & Grade IV	Rs.7/-per KM subject to the minimum of Rs.350/-

Note: Distance shall be calculated from the old head quarters to the new headquarters.

38. (g) v : In addition he will get loading and unloading charges at the following rates

Grade	Rate
I	₹.2000/- at each end
II (a) & (b)	₹.1500/- at each end
III	₹.1000/- at each end
IV	₹.1000/- at each end

39. Travelling allowance for journeys by the vehicle provided by KRWSA.

In case of journeys on tour by the vehicle provided by KRWSA, the officer may draw daily allowance for halts and incidental expenses at the rates admissible for road journeys.

## CHAPTER X

### DISCIPLINE

40. Suspension (1) The Executive Director or the head of any subordinate office under the society, may at any time place an employee under suspension –

( a) Where a disciplinary proceedings against him is contemplated or pending.

Or

(b) Where a case against him in respect of any criminal offence is under investigation or trial.

Or



(c ) Where final order are pending in the disciplinary proceedings if the Executive Director considers that in the prevailing circumstances it is necessary in the interest of the society that the employees should be suspended from service.

(2) Where the order of suspension is made by the heads of subordinate offices, it shall be reported to the Executive Director immediately, with a detailed report on the circumstances under which the order was made.

41.Penalties :The following penalties may for good and sufficient reasons be imposed on an employee of the society.

- (i) Censure
- (ii) Withholding of increments or promotion
- (iii) Recovery from pay of the whole or part of any pecuniary loss caused to the society by negligence or breach of order.
- (iv) Reduction to a lower rank in the seniority list or reservation to a lower post.
- (v) Removal from the service of the society.
- (vi) Dismissal

42.Disciplinary Authority: The Executive Director shall be the disciplinary authority in respect of the employees of all categories under him provided that he shall obtain the orders of the Governing Council for initiating and imposing the penalties under rule 41 in respect of Directors.

43.Appeal:

- (1) An employee placed under suspension by an order of the head of subordinate office shall prefer an appeal before the Executive Director. If the suspension is under the orders of the Executive Director, the appeal should be filed before the Governing Council.
- (2) An appeal against the order imposing any penalty under rule 41 shall be preferred before the Governing Council.
- (3) No appeal shall be entertained unless it is preferred before the appropriate authority within 2 months from the date of receipt of the order concerned.

44.The rules and procedures contained in the K.C.S (CC & A) Rules and the Manual of Disciplinary Proceedings except consultation with the PSC shall be followed for deciding the case of suspension and disciplinary proceedings. For the purpose of these rules punishments (i) to (iii) under Rule 41 above shall be treated as minor punishments and (iv) to (vi) shall be treated as major punishments.

## **APPENDIX – I**

### **FORM – A**

Model Form of Agreement  
(Referred to in Rule 6)

ARTICLES OF AGREEMENT made this the .....day of .....two thousand and ..... BETWEEN Shri/Smt ..... (here enter name and address ) of the first part and the Kerala Rural Water Supply and Sanitation Agency (hereinafter called the Agency) of the other part. WHEREAS THE AGENCY has engaged the party of the first part and the party of the first part has agreed to serve the AGENCY on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS as follows:

1.The party of the first part shall submit himself to the orders of the AGENCY and of the officers and authorities under whom he may from time to time be placed by the AGENCY and shall remain in the service for the term of ..... commencing from the .....day of subject to the provisions herein contained.

2.The party of the first part shall devote is whole time to his duties and at all times obey the rules including the Conduct Rules prescribed from time to time being for the regulation of the service to which he may belong and shall whenever required proceed to any part of India and there perform such duties as may be assigned to him.

3.The service of the party of the first part may be terminated as follows:

- (i) At the end of the first year by either party without notice.
- (ii) At any time on one month's notice in writing given to him by the Agency if, in the opinion of the AGENCY the party of the first part proves unsuitable for the efficient performance of his duties during service under this agreement.
- (iii) By the AGENCY without previous notice if the AGENCY is satisfied on medical evidence that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill health for the discharge of his duties in India.

PROVIDED always that the decision of the AGENCY that the party of the first part is likely to be unfit shall be conclusively binding on the party of the first part.

- (iv) By the AGENCY or its officers having proper authority without any previous notice if the party of the first part shall be guilty of any insubordination, intemperance or other misconduct or of any breach or non performance of any of the provisions of these presents or of any rules pertaining to the service to which he may belong.
- (v) By one month's notice in writing given at any time during service under this agreement either by him to the AGENCY or by the AGENCY or its authorized officer to him without cause assigned.

4. If the party of the first part is suspended from duty during investigation into any charge of misconduct mentioned in sub-clause (iv) of clause 3 hereof , he shall not be entitled to any pay during such period of suspension but shall be entitled to any pay during such period of suspension but shall be entitled to receive a subsistence grant at such rate as the AGENCY may decide to allow him.

5.The pay attached to the post of ..... to which the party of the first part is appointed shall comprise Rs. ....p.m which includes HRA, Rs. conveyance allowance Rs. .... and CCA Rs.....

6. The party of the first part shall be eligible subject to the exigencies of service, for leave salary under the rules contained in the Administrative Rules as amended from time to time.

7. If the party of the first part is required to travel in the interest of the public service he shall be entitled to traveling allowances on the scale provided for in the Administrative Rules as amended from time to time and applicable to the class of officers serving in the same station to which AGENCY may declare him to correspond in status or conditions of service.

8. Notwithstanding anything herein before contained the party of the first part shall, unless otherwise decided by the AGENCY, be entitled to receive in whole or in part as may be authorized by the AGENCY the benefits of any improvement that may be sanctioned by the AGENCY subsequent to the date of these presents in the terms and conditions of the service of members of the service to which he may for the time being belong and the decisions of the AGENCY in respect of such improvement in the terms and conditions of service of the party of the first part shall operate so as to modify to that extent the provisions of these presents.

9. Notwithstanding anything hereinbefore contained the pay and leave salary admissible under these presents shall be subject to any emergency cut that may be ordered by the AGENCY for the same period.

10.In respect of any matter in regard to which no provision has been made in this agreement the decisions of the AGENCY in such matters shall be final.

11.In witness where of Shri..... the party of the first part and Shri.....Executive Director, K.R.W.S.A for and on behalf of the AGENCY hereunto set their hands the day and year first above written.

Signed by Shri. .... the party of the first part.

In the presence of witness:

1. ....
2. ....

Signed by Shri. ....Executive Director, KRWSA for and on behalf of the AGENCY.

In the presence of witness:

1.

2.

(unauthorized absence from duty beyond 15 days will be treated as unwillingness to do his duty and his service is liable to terminated)