

109

**H.P Power Transmission Corporation Limited**  
**(A State Govt. Undertaking)**  
**Barowalia House, Khalini, Shimla-2.**  
**Phone No.0177-2626283-84**

## **SERVICE RULES**

### **Short Title**

These rules may be called **Himachal Pradesh Power Transmission Corporation Limited Service Rules.**

### **Definitions:**

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

**“Appointing Authority”** in relation to an employee means the authority empowered by the Management to make appointment to the category or grade of post in which the employee for the time being is included or to the post in which the employee for the time being holds.

**“Board”** means the Board of Directors of the Corporation.

**“The Corporation”** means H.P. Power Transmission Corporation limited.

**“Competent Authority”**- with reference to the exercise of any power under the Rules means ‘Executive’ or Authority to whom such powers are delegated by the Management either in general or in particular.

**“Management”** means the Board of Directors, the chairman, Managing Director/AGM (personnel) or any other Executive of the Corporation so authorized.

**“Apprentice/Trainee”** means a learner who is paid a stipend during the period of his apprenticeship/training excluding Apprentices taken under Apprenticeship Act 1961.

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

**“Casual Employee”** means an employee whose employment is of occasional or casual nature.

**“Daily Rated Employee”** means a casual employee appointed on daily wage rates.

**“Employee”** means a person appointed to a regular post in the Corporation to do any work.

**“Part-time Employee”** means an employee who is not appointed to work on full-time basis.

**“Probationer”** means an employee who is provisionally employed with a view to being considered for appointment on the regular establishment of the Corporation.

**“Regular Employee”** means an employee who has been engaged in a vacancy on the regular establishment of the Corporation and except in the cases of those who are exempted from probation as laid down hereunder, has been declared in writing to have satisfactorily completed his probation period in one or the other post.

**“Temporary/Contract Employee”** means an employee who has been engaged on a temporary basis or against a temporary post for a specific period.

**“Employee on Deputation/Secondment/Foreign Service”** means when an employee of some other organization is deputed for service in the corporation at its request or vice versa, he is said to be on Deputation/Secondment/Foreign Service.

**“Notice”** means any communication in writing or affixed on the Notice Board.

**“Notice Board”** means the Notice Board specially maintained in a conspicuous place at or near the main entrance or entrances of the establishment for the purpose of displaying notices.

**“Executive”** means an employee holding a post in the executive cadre of the Corporation.

**“Non Executive”** means an employee who is not an executive.

### **3 Classification of Employees:**

The employees of the corporation shall be classified as:

Regular  
 Probationer  
 Temporary/On Contract  
 Casual/Daily Rated/Muster Roll  
 Part time Apprentice/trainee  
 On Deputation/Foreign Service/Secondment

These employees are further categorized as Executives and Non executives.

### **4. Scopes and Application:**

These Rules shall be applicable to all employees of HPPTCL except:

Employees governed by the Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946 to the extent of the provisions of the said Standing Orders.

Employees on Deputation and/or Foreign Service or/and Secondment from the Government, Public Sector undertaking or semi Government organization unless the terms of Deputation/Secondment other wise stipulates.

Casual/Daily Rated/Muster Roll/Part-Time employees in whose case, Rules 6, 11, 12, 13, 14, 20, 22, 24 and 26 and other provisions of the other Rules specifically made applicable, wholly or partially, to such employees shall however apply.

Any other employee who may be excluded, at the discretion of the Management, from operation of any or all of these rules wholly or partially.

## 5. Exhibition of Service Rules:-

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

## 6. Amendments To and Interpretation of Service Rules:

These Service Rules may be amended, modified, altered or rescinded from time to time by the Board and shall take effect in accordance with the orders issued.

All amendments, modifications, alterations or additions made to these service rules and any notices, orders or instructions issued there under shall be notified from time to time and affixed on the Notice Board.

If any doubts arise relating to the correct interpretation of these rules, the decision of the Management thereon shall be final and binding.

These rules shall be subject to the Corporations and Articles of Association.

## 7. Appointments:

Subject to HPPTCL recruitment policy and procedure, the following conditions shall apply to all appointments in the Corporation:

### Age.

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

Every Employee must declare on his first appointment his date of birth according to the Christian era, and produce confirmatory evidence i.e. Matriculation or School Leaving Certificate.

### Conviction by court etc.

The fact about any criminal proceedings pending in any court of law, conviction by court of law or any other fact which could debar him from entering in to the service of Government/Public Undertaking or existence of any subsisting contract of service with any other employer must be clearly conveyed at the time of making application and

subsequently, if such a thing has happened after submission of the application obtaining appointment or joining the service of the Corporation.

#### **Medical Fitness:**

Every candidate appointed to a post in the Corporation shall be required to undergo a medical examination by the Corporation's authorized Doctor/medical board. His/her appointment will be subject to his medical fitness as per prescribed standards for the post. The opinion of the Corporation's authorized Doctor/medical board in this regard shall be final. This shall, however, not be applied to an internal candidate of the Corporation or to the candidate who comes from Central/State Governments or Public Sector Undertaking who has already been medically examined and declared at the time of his initial appointment. His confirmation on initial appointment however, will be made only after it has been ascertained with the previous employer viz. Central/State Government or Public Sector Undertaking as the case may be, that he had been medically examined any time during the period of the employment of the Corporation.

#### **Verification of Character and antecedents:**

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

#### **8. Liability for Service:**

An employee in the service of the Corporation shall be liable to be transferred to any its project, division, office, or any other place or location or job where he may be posted for any of the company's work in any part of the country or abroad as may be required by competent authority.

An employee shall be liable to be transferred on deputation/Foreign Service to any department of the Government or any of the Public Sector Undertaking anywhere in India or abroad at the discretion of the Management subject to the condition that the terms and conditions in the totality on such transfer shall not be inferior to those applicable to him in the Corporation immediately prior to the transfer.

#### **Liability for Defence service:**

All Engineering or Medical Graduates appointed to any post in the Corporation, if so required by the appointing authority, be liable to serve in any of the Defence Services or in posts connected thereto for a period up to 4 years including the period spent on training, if any. Provided that unless the Govt. of India decides otherwise, such person shall not:

Be required to serve as aforesaid after the expiry of 10 years from the date of their appointment;

Ordinarily be required to serve as aforesaid after attaining the age of 40 years in the case of Engineering Graduates and after attaining the age of 45 years in the case of Medical Graduates.

## **9. Probation and Confirmation:**

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

All employees on first appointment in the service of the Corporation including employees appointed on probation for a period of 1 year during which period their performance will be watched with a view to determining their suitability for confirmation against the regular post.

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

Permanent employees of the Govt., Semi Govt. Organization and regular employees of public sector undertakings who join initially on Deputation/Foreign service/Secondment for a period prior to their permanent absorption in the service of the Corporation.

Permanent employees of the Govt., Semi Govt. Organization and regular employees of public sector undertakings who are entitled to retain lien in the previous posts as per rules of the said Organizations provided they surrender their lien on the service of the previous employer.

Employees appointed to posts of General Manager or equivalent rank and above.

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

The period of probation may be extended at the discretion of the competent authority but will not be extended by more than one year save for exceptional reasons to be recorded in writing. Unless exempted under these rules, every employee appointed in the Corporation's service will be issued a formal order of confirmation on satisfactory completion of probationary period or the extended period of probation, as may be applicable. The employee will be deemed to be on probation until so confirmed in writing. An order relating to confirmation or extension of probation will normally be communicated within one month from the date of completion of the probationary period or extended period of probation. Non-Compliance of this stipulation will not, however, result in automatic confirmation of the employee. If during the probationary period or extended period of probation, the performance, progress and general conduct of the employee are not found satisfactory up to the standard required for the post, his services are liable to be terminated at any time by giving such notice/or payment of salary in lieu thereof without assigning any reason provided hereinafter.

## **10. Training:**

Employees are liable to undergo such training/induction/refresher course for such period and undertake such examination/tests, as may be prescribed by the Management from time to time.

## **11. Hours of work and Attendance:**

Every employee shall comply with such instruction as are issued from time to time relating to attendance, arrival and departure, the period and hours of work for different classes of employees. Every employee shall be at work at the time fixed and notified by the competent authority from time to time. Attendance shall be marked daily according to the method prescribed by the Management from time to time.

Employees who are required to sign in attendance register will mark the time of reporting for duty as per instructions issued by the competent authority from time to time. Absence from duty including absence due to late coming shall be reckoned as follows:

An employee who does not report for duty on time may not be taken on work, and his absence for 6th day will be treated at the discretion of the Competent Authority, as leave with or without pay or as absence from duty. Nothing in this rule shall prejudice the right of the Management/Corporation for deduction of wages for the period of absence and/or for taking disciplinary action against the delinquent as per conduct, discipline & Appeal Rules.

## **12. Holidays:**

The list of festival/ closed holidays shall be notified but the Management in the beginning of the year any time thereafter, if necessary. Casual Employees will be entitled only to the three National Holidays subject to their being on duty on the working day preceding and succeeding the holiday.

## **13. Entry and Exit:**

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

## **14. Identity Card:**

Every employee of the Corporation would be provided with an identity card. Every employee shall show his identity card if required to do so by the representative(s) of the Corporation authorized to check the card and regulate entry of persons to the premises of the Corporation. The first issue of the card will be free of charge. Loss of the card shall immediately be reported by the employee to the Management. A new card shall be issued on payment of such charges as may be prescribed from time to time. Every employee leaving the service of the Corporation for any reason whatsoever shall surrender his identity card.

## 15. Change of Address:

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

## 16. Payment of Wages during Employment:

Wages due to an employee shall be paid before the expiry of the seventh/tenth day after the last day of the wage period in respect of which the wages are payable in accordance with provisions of the Law. Any wages due to an employee but not paid on the prescribed day on account of their being unclaimed shall be paid on subsequent working days on demand by the employee during the time fixed by the Management. All claims for unclaimed wages must be submitted within 3 years from the date on which the wages became due to the employees. If no claim is made for the unclaimed wages within a period of three years, the claim would be treated as time-barred.

**Deductions from Wage Bills.** Deductions from the wages of an employee may be made for the following purposes:

- For house accommodation provided by the Corporation.
- For amenities and services supplied by the Corporation.
- For recovery of advances or for adjustment of over-payments.
- Income tax or any other tax levied by the Government.
- Deduction required to be made by orders of a Court or other authority competent to make such order.
- For refund of any advance taken from the Employee's Provident Fund.

**Deductions made with the written authorization of the employee for:**

- Payment of Life insurance premium or for the purpose of purchase of Govt. securities or investment in Small Saving Securities or the like as may be decided by the Corporation.
- Payment of subscription or other charges due to any employee's Clubs duly recognized by the Corporation.
- Payment of subscription or contribution to Provident Fund or any other Fund sponsored or approved by the Corporation or to comply with any statutory requirement.

- Deduction of amounts due to the Corporation from an employee on any account.
- Any other deductions made with the written authorization of the employee concerned.
- Fines.
- For unauthorized absence from duty.
- For damage to or loss of goods expressly entrusted to the employee for custody or for loss of money for which he is required to account.

## 17. Overtime:

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

## **18. Pursuing Higher Studies:**

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

## **19. Official Tours:**

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

## **20. Removal of Books, drawings and other Papers etc. outside Corporation's Premises:**

No employee shall carry with him outside the Office/Project premises any papers, books, drawings, photographs, instruments, apparatus, documents or any other property of the Corporation except with the approval of the competent authority.

Any document or information received or obtained by an employee, during the course of his official duty, from outside sources shall be the property of the Company.

## **21. Inventions:**

Within 1 month of taking up employment with the Corporation, it shall be incumbent on every employee who has taken out or applied for, either individually or jointly with any other party, patents or is in possession of any inventions/discoveries, to furnish to the Corporation a list of such patents taken out or applied for and the titles and nature of the inventions/discoveries in his possession and demonstrate if so required by the Management.

In the course of any investigation undertaken by him in the employment of the Corporation or within a period of 5 years after the termination of his employment with the Corporation, if any employee makes any invention or discovery which can be reasonably deemed to be in consequence of his employment in the Corporation, he shall hold them in trust on behalf of the Corporation and shall forthwith disclose to the Corporation full and complete description and nature of the said invention and the mode of performing the same. He shall not publicize the results without the approval of the Corporation. The Corporation shall have the absolute discretion to adopt, use, permit, assign, change or transfer patents for such invention/discoveries.

## **22. Safety**

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

## **22.1 Visits abroad-issues of NOC for Passport:**

For facilitating the employees to obtain Indian Passports for visiting abroad, issuance of No Objection Certificates for obtaining passports should be regulated as under.

The request of the employee for issuance of NOC should be forwarded through proper channel and should contain the certificate of the controlling officer to the effect that he has got no objection for the employee visiting abroad.

The employees should indicate the purpose for which the passport is sought to be obtained.

The likely duration of visit abroad and necessary details like estimated financial expenditure on the proposed visit, the person who shall bear the financial liability, the sources of funds, etc. should also be indicated by the employee.

There should be no vigilance/disciplinary case pending/contemplated against the employees.

Subject to the above, the aforesaid NOCs can be issued by executives of the P&A department at the Dy. Manager level.

## **23. Forwarding of Application for Employment elsewhere:**

For employment outside HPPTCL:

During probation period, no application will be forwarded.

Subject to 23 A iii. after an employee has been promoted, no application will be forwarded during the first year after promotion. Thereafter four applications per year may be forwarded. No application will be forwarded during the first one year till an employee completes probation on initial appointment. Thereafter, four applications per year can be forwarded. In cases of employees whose probation are deemed to have been satisfactorily completed by the competent authority, but where closure of probation is withheld on account of non-receipt of character and antecedent verification reports from District Authorities, forwarding of application may be permitted as per Rules. Regular employees of HPPTCL who have completed 5 years of service and are selected for appointment in other Government/Public Sector Organization against applications duly forwarded by the Corporation may, on specific request, be permitted at the discretion of the Management to retain lien in HPPTCL for a period of one year extendable by one more year, subject to the condition that leave salary contribution and CPF contribution (both the employee's and employer's shares) are paid to HPPTCL either by the employee himself or by the new employer. Application from Persons who have executed service bonds with HPPTCL will not be forwarded during the period for which they are liable to serve the Corporation in the terms of service bond.

Applications from employees who remain in the same scale of pay for a period of 5 years or more, may be forwarded without any restriction on the number of application

For employment in Corporation's Projects and Corporate Centre:

Applications of departmental candidates in response to open advertisement or internal circulars for appointment to the next higher grade may be considered if the applicant fulfills the job specifications advertised and has completed probation period.

## 24. Termination of Service:

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

Termination in terms of service contract

Termination on unsatisfactory performance during the period of Probation.

Resignation

Retirement

Medical Unfitness

Death

Dismissal or removal from service as a result of disciplinary action.

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

Services of a temporary employee shall stand automatically terminated at the end of the period as specified in the order of appointment or on completion of work for which he was engaged, whichever is earlier. The services of such an employee may be terminated even before expiry of the specified period or before completion of the said work by 1 month's notice on either side or payment of salary in lieu thereof. If the unexpired period out of the specified period is less than 1 month, the notice period or pay in lieu thereof will be correspondingly reduced.

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

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

The services of a regular employee, unless otherwise provided in the service contract can be terminated by either side giving three months notice if he is a non-executive or payment of salary consisting of pay and dearness allowance in lieu thereof.

### Resignation:

An employee resigning from the services of the Corporation shall be required to give such notice as is prescribed in his service contract or in the absence thereof three month's notice in case of executives and one month's notice in case of non-executives.

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

## **Retrenchment:**

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

## **Retirement**

The date of retirement for the employees of the Corporation shall be last date of the month in which he/she attains the age of 58 years. However, in respect of employees whose date of birth is in 1st month shall retire from the service on the afternoon of the preceding month on attaining the age of 58 years.

## **Medical Unfitness:**

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

## **Death**

Pay and allowances of an employee may be drawn in his name up to the day of his demise.

As a result of disciplinary action:

Employees may be removed or dismissed from the service of the Corporation as a result of disciplinary action in accordance with the HPPTCL Conduct, Discipline and Appeal Rules.

## **Pre-mature Retirement in Public Interest:**

Notwithstanding anything contained in these rules, the appointing authority shall, if it is of opinion that it is in the public interest to do so, have the absolute right to retire any employee by giving him notice of not less than 3 months in writing or 3 months pay and allowances in lieu of such notice:

If he is an employee in the executive or supervisory category who had entered the service before attaining the age of 35 years and if he has attained the age of 50 years ; and  
In all other cases, after he has attained the age of 55 years.

Pre-mature retirement of inefficient, corrupt and medically unfit employees (except those covered under the Industrial Disputes Act, 1947):

Employees (except those covered by the industrial Disputes, 1947) who have attained the age of 50 years and are considered to be medically unfit, inefficient or of doubtful integrity may be pre-maturely retired by the appointing authority.

The criteria for judging the medical unfitness, inefficiency or doubtful integrity of employees proposed to be pre-maturely retired shall be as follows:

## **Medical Unfitness:**

If an employee has been on leave continuously on medical grounds for a period of 12 weeks (including Sundays and holidays) or he has been on leave for reasons of sickness for a total

of 120 days (including Sundays and holidays) or more during a continuous period of 6 months or if a person through attending duties is found to be mentally deranged, the concerned Head of Department will refer his case to the concerned Personnel Department who will get the employee examined by a duly constituted Medical Board for a thorough medical check-up and report:

- The disease he is suffering from
- Whether it is curable or incurable
- Whether the disease is infectious/contagious
- In case of curable disease whether the person is likely to benefit to resume his normal duties within a period of 12 months.

If the person is not fit to resume his duties within a period of 12 months and in case of employees suffering from incurable and infectious/contagious disease or suffering from lunacy or mental derangement and whose service cannot be utilized by the company or whose attendance in office is likely to pose health hazards to others, as may be certified by the medical board, pre-mature retirement will be considered by the appointing authority on the recommendations of the concerned Personnel Department.

The premature retirement on medical grounds is independent of and without prejudice to the right of the company under contract of employment to dispense with the service of an employee on 3 months notice on grounds of medical unfitness in case of an employee who might not have attained the age of 50 years, as at Rule regarding medical unfitness.

### **Inefficiency**

Inefficiency would be evaluated on the basis of the appraisal report. An employee who has secured unsatisfactory appraisal reports consecutively for 3 years may be deemed as fit case for premature retirement.

### **Doubtful integrity**

An employee who gets adverse comments consecutively for 3 years on his integrity in his appraisal report would be recommended for pre-mature retirement.

### **Benefits payable on Pre-mature retirement:**

An employee who has been pre-maturely retired will be entitled to the following benefits:

Pay for the notice period of one/three months as may be applicable to him under his terms and conditions and service plus leave salary for the unavailed earned leave. The quantum of leave salary will not exceed the maximum limit up to which earned leave can be accumulated under the Leave Rules applicable to the employee.

Full Provident Fund contribution of the employer with interest thereon in the account of the employee subject to the provisions of the Provident Fund Rules applicable to him.

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

Transfer benefits for self and family for proceeding to home town or to the place where he intends to settle in India as admissible under the TA Rules.

For the purpose of considering the case of employees to be pre-maturely retired on grounds of inefficiency or doubtful integrity, appraisal reports of employees who have been graded unsatisfactory or whose integrity has been considered doubtful will be put up to him as reviewing officer or as higher authority.

## **25. Issue of service certificate on Termination of service:**

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

## **26. Return of Corporation's property, Equipment, Tolls, etc.:**

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

## **27. Vigilance Clearance**

Vigilance Clearance shall be secured in the event of following:

Before giving NOC for passport.

Closing of probation period.

Forwarding of application to another organization.

Before promotion.

Before sponsoring for foreign training/deputation/secondment

At the time of superannuation

At the time of resignation

At the time of proposing the name of an employee for any national award/certificate.