

NATIONAL FERTILIZERS LIMITED
(Corporate Office : Personnel Department)

Circular No: PA14 092

Ref. NFL/Pers/1(45)/

March 3, 2005

**Sub: Amendment in NFL Employees' (Conduct,
Discipline & Appeal) Rules.**

In order to bring NFL Employees (CDA) Rules in line with the Govt. Rules, it has been decided to carry out the following amendments in NFL Employees (CDA) Rules :-

1. Clause 29 – Penalties - shall be substituted as under :-

The following penalties may, for good and sufficient reasons, and as hereinafter provided, be imposed on an employee who commits a breach of any Rule/Rules of the Company or who knowingly does anything detrimental to the interest of the Company, or in violation of the instructions or who acts in a manner subversive of discipline, or is guilty of any other act of misconduct or misdemeanour.

Minor Penalties

- a. Censure;
- b. Withholding of increments of pay with or without cumulative effect;
- c. Withholding of promotion;
- d. Recovery from pay of the whole or part of any pecuniary loss caused to the Company by his negligence or breach of order;
- e. Reduction to a lower stage in the time scale of pay for a period not exceeding three years without cumulative effect and not adversely affecting his terminal benefits.

Major Penalties

- f. Save as provided in clause(e) above reduction to a lower stage in the scale of pay for a specified period, with further directions as to whether or not the employee will earn increments of pay during the period of such reduction and whether on expiry of such period, the reduction will or will not have the effect of postponing the future increment of pay;
- g. Reduction to a lower time scale of pay, grade, post or service which shall ordinarily be a bar to the promotion of the employee to the time scale of pay, grade, post from which he was reduced, with or without further directions regarding conditions of restoration to the grade or post from which the employee was reduced and his seniority and pay on such restoration to that grade or post;
- h. Compulsory retirement;
- i. Removal from service which shall not be a disqualification for future employment under the Govt. or the Corporation/Company owned or controlled by the Govt;

- j. Dismissal from service which shall ordinarily be a disqualification for future employment under the Govt. or the Corporation/Company owned or controlled by the Govt;

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Provided that, in every case in which the charge of possession of assets disproportionate to known sources of income or the charge of acceptance from any person of any gratification, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act is established, the penalty mentioned in clause (i) or (j) shall be imposed;

Provided further that in any exceptional case and for special reasons recorded in writing, any other penalty may be imposed.

2. Clause 37(a) – Disciplinary Provision for retiring/retired employees shall be read as under :-

37(a) “In case an employee is due to retire on superannuation / voluntary retirement /resignation, disciplinary proceedings, if already initiated / pending against him, the same shall continue after his retirement on superannuation / voluntary retirement and on acceptance of resignation.”

3.1 Sub-clause (ii), (iii) & (iv) under Clause 18 “Gifts” shall be read as under:-

ii) On occasions, such as, weddings, anniversaries, funerals or religious functions, when the making of gifts is in conformity with the prevailing religious or social practices, an employee may accept gifts from his near relatives but he shall make a report in the prescribed form to the competent authority if the value of the gift exceeds

a) **Rs.5000/- in the case of an employee holding any Group ‘A’ Post.**

b) Rs.3000/- in the case of an employee holding any Group ‘B’ Post.

c) Rs.1000/- in the case of an employee holding any Group ‘C’ Post.

d) Rs. 500/- in the case of an employee holding any Group ‘D’ Post.

iii) On such occasions, as are specified in sub-rule(ii), an employee may accept gifts from his personal friends having no official dealings with him, but he shall make a report in the prescribed form to the competent authority if the value of any such gifts exceeds :

a) Rs.1000/- in the case of employee holding any Group ‘A’ & ‘B’ post; and

b) Rs. 250/- in the case of employee holding any Group ‘C’ & ‘D’ post.

iv) In any other case an employee of the Company shall not accept or permit any member of his family or any other person acting on his behalf to accept any gift without the sanction of the competent authority if the value thereof exceeds :

a) Rs.1000/- in the case of employee holding any Group ‘A’ & ‘B’ post; and

b) Rs. 250/- in the case of employee holding any Group ‘C’ & ‘D’ post.

Provided that when more than one gift has been received from the same

person/ firm within a period of twelve months, the matter shall be reported to the competent authority, if the aggregate value of the gifts exceeds :

- a) Rs.1000/- in the case of employee holding any Group 'A' & 'B' post; and
- b) Rs. 250/- in the case of employee holding any Group 'C' & 'D' post.

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3.2 Further following sub-clauses at Sr. (v) (vi) & (vii) under Clause 18 shall be incorporated :-

- v) A casual meal, memento as gift or other social hospitality shall not be deemed to be a gift.
- vi) Notwithstanding anything contained in sub-rules (ii) and (iv), an employee, being a member of the Indian delegation or otherwise, may receive and retain gifts from foreign dignitaries, if the market value of gifts received on one occasion does not exceed rupees one thousand. In all other cases, the acceptance and retention of such gifts shall be regulated by the guidelines issued by the Company in this regard from time to time.
- vii) An employee shall not accept any gifts from any foreign firm which is either contracting with the Government of India or is one with which the employee had, has or is likely to have official dealings. Acceptance of gifts by an employee from any other firm shall be subject to the provisions of sub-rule (iv).

4. A new clause as 20(A) shall be incorporated as under :-

“20(A) Restriction in relation to acquisition and disposal of immovable property outside India and transaction with foreigners, etc.

Notwithstanding anything contained in Clause 20, no employee shall, except with the previous sanction of the prescribed authority –

- a) acquire, by purchase, mortgage, lease, gift or otherwise, either in his own name or in the name of any member of his family, any immovable property situated outside India;
- b) dispose of, by sale, mortgage, gift or otherwise or grant any lease in respect of any immovable property situated outside India, which was acquired or is held by him either in his own name or in the name of any member of his family;
- c) enter into any transaction with any foreigner, foreign government, foreign organization or concern,
 - i) for the acquisition, by purchase, mortgage, lease, gift or otherwise, either in his own name or in the name of any member of his family, or any immovable property;
 - ii) for the disposal of, by sale, mortgage, gift or otherwise or the grant of any lease in respect of any immovable property which was acquired or is held by him either in his own name or in the name of any member of his family.”

5. Sub-Clause 19.1 under clause 32 shall be substituted to read as under :-

19. 1. After the conclusion of the inquiry **within the prescribed period**, report shall be prepared and it shall contain;
 - a. a gist of the articles of charge and the statement of the imputations of misconduct or misbehaviour;
 - b. a gist of the defence of the employee in respect of each article of charge;
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 - c. an assessment of the evidence in respect of each articles of charge;
 - d. the findings on each article of charge and the reasons therefor.

***Explanation:** If in the opinion of the Inquiring Authority the proceedings of the inquiry establish any article of charge different from the original articles of the charge, it may record its findings on such article of charge;*

Provided that the findings on such article of charge shall not be recorded unless the employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending himself against such article of charge.

6. Following shall be incorporated as clause 50 :-

50. Wherever NFL Employees (CDA) Rules are silent, the provisions of Govt. CCS (CCA) Rules shall be followed.

The above amendments in NFL Employees (CDA) Rules shall come into force with immediate effect. It is requested that the above amendments be brought to the notice of all employees for information and compliance. Separate action may also be taken to amend the Certified Standing Orders at the Unit in line with above amendments and other amendments to CDA Rules notified from time to time.

7. It has also been decided to amend Rule 1.29 of Personnel Manual relating to notice period for termination of employees as under :-

1.29 Notice Period for Termination of Employment.

In the case of employees working in the pay scale upto and inclusive of Rs.8500-14500 (workmen category), their services will be terminable on one month's notice or pay in lieu thereof on either side. In respect of employees in executive cadre, over and above the scale of Rs.6550- 11350(E0) their services will be terminable by three months' notice or pay in lieu thereof on either side. However, the Management may, at its discretion, not accept the resignation of an employee if the Competent Authority has decided to initiate disciplinary proceedings against him or if such proceedings are already pending. However, in bonafide case, the Competent Authority may accept the resignation

- i) If the case does not involve moral turpitude and public claims;
- ii) If the available evidence does not have a base strong enough to lead eventually to dismissal or removal from service;
- iii) If further pursuit of the case may get so protracted as to render acceptance of resignation cheaper for the organization.

(H.R. VARMA)
GENERAL MANAGER (HR) I/C

Circulation :

Circulation :

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|----|---------------------------|---|
| 1. | Manager to C&MD | For kind information of C&MD |
| 2. | SPS to Dir.(Mktg) | For kind information of Dir.(Mktg) |
| 3. | ES to Dir(Tech) | For kind information of Dir(Tech) |
| 4. | SPS to Director (Finance) | For kind information of Dir (Fin) |
| 5. | Secy. to CVO | For kind information of CVO |
| 6. | All HODs at C.O./CMO | For bringing it to the notice of all employees under their control. |
| 7. | President, NFEU / NFOA | CO/CMO |
| 8. | NOTICE BOARDS | |

Units/Division

1. Chief General Manager, Nangal/ Vijaipur / Panipat / Bhatinda
2. Heads HR Department at Units Nangal/Bathinda / Panipat /Vijaipur
3. Zonal Manager, NFL Bhopal / Chandigarh / Lucknow

HODs at Corporate Office

- CGM (Mktg. & IP)/ CGM Tech / CGM (F&A) / CGM (Mktg)
- GM (F&A) / GM (Mtls & CP) / GM (HR) (I/c) / GM (Mktg)
- DGM (IA) / DGM (MS) /DGM (CP)
- Company Secretary
- CM (Vig)/ CM (Proj) / CM (F&A) CMO
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