

**PRATAP CO-OPERATIVE BANK LTD.**  
**HR POLICY FOR THE YEAR 2023-24**

- a. Pratap Cooperative Bank Ltd., Mumbai** Including its branches within the meaning of Bombay Industrial Relations Act, 1946 or as it may be amended from time to time in future.
- b. Employee** means any person employed / appointed in writing by the Chief Executive Officer of the Bank. The definition of employee as defined under section 3 (13) of the Bombay Industrial Relations Act, 1946, or as it may be amended from time to time in future.
- c. Manager** means the Chief Executive Officer of the Bank, whatever may be his designation such as Managing Director/General Manager appointed/employed on salary and for the time being managing the Bank or its branches and includes other Officer who may be empowered to discharge any of the duties of the Manager by the Board of Directors from time to time.

**Classification of employees: -**

- a. Permanent employees** means an employee who has been appointed/ employed by the bank in writing on a permanent basis.
- b. Probationer** means an employee who is provisionally employed to fill a permanent vacancy or post and who has not completed 6 months of probation period or if probation is extended the extended period of probation is depend on the Bank.
- c. Temporary employee** means an employee has been appointed for a limited period for work which is of an essentially temporary nature, or who is employed temporarily as an additional employee in connection with temporary increase in work of a permanent nature.
- d. Apprentice** means an employee who is a learner and is paid an allowance during the period of his training. Provided that no employee

shall be classified as an apprentice if he has had training for an aggregate period of one year.

**e. Management Trainee** means a group of new recruits who is being trained to be a manager in a bank.

**1. Confirmation of Probationer-** Probationer who has been appointed by manager in writing for 6 months on probation and who has completed the period of 6 months uninterrupted services in the post for which he is appointed or an order in writing within 15 days from the day of completion of such services of probationer are not found satisfactory, by stating the proper reason in writing. Probation period can be extended for further maximum period up to 3 months.

**2. Appointment orders-** Every employee at the time of his appointment, confirmation, promotion or reclassification shall be given a written order by the Bank specifying his appointment, confirmation, promotion or reclassification, as the case may be.

### **3. Notification of periods and hours of work -**

The periods and hours of work of each employee are not specified in his letter of appointment or agreement of service, if any, shall be notified to him by the officer in charge of his department or other superior officer either by circular or verbally. If the periods or hours of work of any particular employee are changed, he shall be notified to that effect in advance by the officer in charge of his department or other superior officer either by circular or verbally. If the periods or hours of work of any particular employee are changed, he shall be notified to that effect in advance by the officer in-charge of his department or other superior officer by circular or verbally.

#### **4. Holidays-**

- a. All holidays declared under negotiable instrument act by RBI.
- b. Any employee may be required at the discretion of the manager to work on holiday or on holiday notified under section clauses 1 of standing orders, and if required to work shall be personally notified to that effect in advance. An employee deprived of any holiday as a result of his being required to work on such holiday shall be allowed as soon as circumstances permit compensatory holiday, in lieu thereof.
- c. weekly holidays and compensatory holidays where admissible shall be allowed on full wages (including allowance).
- d. Holidays declared by government for the purpose of enabling the bank to close and balance its accounts will not be holidays for the employee.

#### **5. Register of wage rate -**

A register specifying basic starting salary, grades and scales of pay, if any for each class of work shall be maintained and shall be open to inspection by any employee .

#### **6. Attendance –**

- a. All employees shall be at work in the bank at their place of appointed branches/Administrative or Head office.
- b. Every employee may be required to punch at the time of sign in and sign out.
- c. An employee attending late by more than 15 minutes on more than 3 occasions in a calendar month shall be treated as absent for one day.

#### **7. Administrative Procedures-**

Personnel Record and basic information of staff will be collected and maintained by the HR Department in separate staff personal files.

Following documents will need to be maintained in personal files of each staff -

- Application form for appointment filled by the concerned staff.
- Appointment letter
- Original Certificates of academic qualification.
- Proof of date of birth.
- Personal data form to be filled by the concerned staff at the time his/her duties.

Subsequently the following will be added to the employee personal file.

- Copy of the probation renewal letter and confirmation letter.
- Copy of reports on training programs attended by the staff.
- Personal data update form to be filled by concerned staff as and when changes occur in his/her personal data.
- Nominations and or dependency as per law.

## **RULES FOR EMPLOYEE**

**1. Entry-** Where entrances are specified by the bank for the purpose, no employee shall enter or leave the premises of the bank except by such entrances.

### **2. Termination of employment-**

- The employment of a permanent employee or probationer may be terminated if his/her services are found to be unsatisfactory provided a full-fledged domestic enquiry is conducted against him/her and he/she is given adequate opportunity to present his/her case by giving him/her one month's notice or a payment of one month's wages (Basic Pay) in lieu of notice.
- The reasons for the termination of service under clause (1) of this standing order shall be recorded in writing and shall be communicated to him. If he desires, at the time of discharge

unless such communication, in the opinion of the manager is likely directly or indirectly to lay any person open to civil or criminal proceedings at the instance of the employee.

- A permanent employee desirous of leaving the service of the bank shall give one month's notice in writing to the manager. He shall when he leaves the service, be given an order or relief signed by the manager.
- If any permanent employee leaves the service of the bank without giving notice, he shall be liable to pay the Bank one month's wages (including all allowances) in lieu of notice.
- The services of any other temporary or contract employee may be terminated, and he may leave service, without notice.
- An order relating to discharge or termination of service shall be in writing and shall be signed by the manager. A copy of such order shall be supplied to the employee concerned. In cases of general retirement, closing down, strike or lockout no such order may be given.
- Every employee shall retire from the service on attaining the age of 58 years or such age as decided in future.
- An employee, before retirement shall be granted the privilege leave due to him/her on applying for it or salary and allowances in lieu thereof, as per the choice of employee.

### **3. Responsibility of the staff -**

- Each member of the staff is responsible for the work assigned to him. He is also responsible for all official papers and articles belonging to the office which are entrusted to him for custody.
- No member of the staff should, under any circumstances, give any information on any subject to any outsider except when permitted by the Higher Authorities. Any improper enquiries made by visitors should be brought to the notice of the Branch Manager or Manager-HR. Taking of papers outside the office.

Members of staff dealing with case work, may with the prior permission of Branch Manager take official papers files to their houses, if absolutely necessary for dealing with any case of an urgent nature.

- Manager-HR / Branch Manager/ Head of Department is responsible for the general discipline of the office, every Officer is responsible for the maintenance of order in the office and should refrain from idle talking, loitering reading of newspapers etc.by his staff.
- Every staff should attend the office punctually and do the work allotted to him/her sincerely and honestly during office hours.
- Every staff to carry himself / herself in a dignified way in the prescribed dresscode while in the office and maintain the dignity of office.
- He/she should also refrain from indulging in unnecessary talk across the table with colleagues as well as chatting in groups.
- He/She should also refrain from using the mobile phone in office during office hours except for emergency and with the prior permission from his/her superior.

#### **4. Working Hours & Attendance –**

The Rules& Regulations in respect of working hours of Branches shall be as per the existing rules&regulations, and the rules and regulation as may be framed or amended by the HR Committee & the Board of Directors from time to time depending upon the requirement of management & the needs of the customers of the bank.

##### **a. Punctuality –**

- Strict measures are taken for the enforcement of punctuality.

- All Staff, Permanent employees should report to their work at sharp 9 am as per present requirement. The timings of Sub-staff will be 15 minutes earlier to working hours and 15 minutes after the working hours. Unless he has previously obtained special permission for late attendance.
- Similarly, while leaving the office early, will be only with the due permission of the Manager HR and Manager of the concern branch or Department and in exceptional cases of emergencies only.
- Surprise daily checks may be carried out under the direct supervision.
- In case of a staff who leaves office early without permission before the time of closing the office, he/she is treated as absent.

**b. Attendance: -**

- All employees shall be at work in the bank at the time and for the periods fixed.
- Every employee should compulsory Punch In- Punch Out at the time of attendance and departure.
- Where punching facility not available every employee should sign the attendance register maintained at each branch or other office of the bank.
- If any employee is on outdoor duty for bank's work, he/she has to fill the compulsory requisition form for Outdoor duty and the said requisition will be recommended by his/her manager and approved by the manager (CEO).

**c. Late Attendance -**

- Employees are required to Punch -In or sign the attendance register by 9 am., however there will be grace period of 15 minutes. In case an employee is late due to any reason, he/she must inform to his/her Manager. Concession of three

late comings in month will be considered with the prior approval of Managers. The Managers has to inform the same regarding these to HR department .

- Late coming will be count after 9.15 am Minimum and 9.30 am maximum.
- If employee comes after 9.30 am (which is the maximum grace period of 30 minutes) red circle will be put in front of his/her name and that will be treated as 1 day Causal Leave.
- Every three such late mark (after 9.15 am) in account in a particular month will be treated as 1 day's Causal Leave Note that this is for every Third occasion. However, if CL is not in balance, then his / her PL shall be deducted in that case. He / she has no leave whatsoever in his / her credit then his / her respective day's will be treated as unauthorized absence through the software.
- Employees engaged in extended duties given by the Br. manager/immediate supervisor, may be allowed suitable grace for coming late the next morning. The supervisor / department head's in writing should inform regarding these to HR department.

**c. Lunch Break—**

- Employees are allowed half an hour lunch break from 1.30 pm to 2.00 pm

**e. Outdoor Duty -**

- An employee going on outdoor duty or for any official work i.e. (audit, Surprise visit to branches) shall fill up the requisition Form through software prior to going on outdoor duty or immediately on his/ her return. If employee fails to fill up the Form, attendance for that day will be treated unauthorized absence.

- Online outdoor requisition form will be recommended by his/her manager and approved by the manager -HR.

**f. Absence -**

- When an Employee is on leave He/she shall inform to his/her Manager. The employee has to fill up the leave requisition application form immediately on his/her return from the leave. If employee fails to fill up the Form, attendance for that day will be treated unauthorized absence and that will be reflected in his/her Salary.

**g. Recording of non-attendance—**

The following abbreviations will be used by the Establishment Section to denote the reasons of non-attendance: -

- Maintenance of attendance through Punching or through attendance register if there is no punching facility.
- Managers of the Branch has to observe and monitor the Online P2B salary software regularly that entries are made by the employee about leaves/OD are correct.

## **TRAINING AND DEVELOPMENT**

Considering the role of technology and emerging various risks in Banking sector, Bank is committed to develop a continuous learning culture within and outside the institution. It will be possible on the basis and support of highly trained, adaptable and effective work force to meet its challenges and achieve the set goals of the Bank. Accordingly, training and development initiatives are driven from strategic plans and designed to work toward meeting the overall goals.

## **Training Planning –**

Planning for training towards orientation and motivation will be arranged by HR Department with the help of Training Institutions and will seek approval of the CEO.

### **Objectives of the Training Program**

- Improve the effectiveness of staff members in current roles.
- Increase adaptability of staff members for future challenges.
- Ease the introduction of new technologies or methodologies.
- Standardize work processes to increase overall efficiency.
- Help retain employees who understand mission and culture of bank.
- Improve professional skills and overall productivity of staff.
- Improve self-confidence of staff.
- Opportunity for career advancement.
- Personal/Physical/cultural development of the employee.

## **MISCONDUCT AND REPREHENSION-**

### **A. Introduction –**

Any of the following acts and commissions on the part of an employee shall amount to misconduct.

1. Wilful insubordination or disobedience of any lawful and reasonable order of a superior.
2. Illegal stoppage of work or going on an illegal strike or abetting, inciting, instigating or acting in furtherance of a stoppage or strike in contravention of the provisions of BIR Act, 1946, or any other law for the time being applicable.
3. Wilful slowing down in performance of work or abetment or instigation thereof.

4. Abetting, conniving at or attempting or committing of theft, fraud or dishonesty in connection with the business property or affairs of the bank or its customers.
5. Failure to account for or deliver up when they come into his hands, or concealment, misappropriation or conversion of cash, securities, bonds, deeds or other property of the bank or its customers.
6. Giving or taking a bribe or illegal gratifications from customers or an employee of the bank.
7. Absence without leave or overstaying sanctioned leave, without sufficient grounds or proper or satisfactory explanation.
8. Late attendance of not more than three occasions within a month or habitual absence from the appointed place of work.
9. Repeated breach of any law applicable to the bank or any rules made there under or of standing orders.
10. Attempting to collect on collection without permission of the manager of any monies within the premises of the bank, except as sanctioned by any law for the time being in force.
11. Speculation in stocks, shares securities or any commodity whether on his account or that of any other person.
12. Engaging in any trade, business or occupation within the premises of the bank outside the scope of his duties.
13. Doing any act, or engaging in any business prejudicial to the interest of the bank.
14. Aiding or abetting, or conniving at, the commission of any act of Misconduct specified in clause (5), (6), (9), (12).
15. Drunkenness or riotous, disorderly or indecent behaviour on the premises of the Bank.
16. Commission of any act subversive of discipline or good behaviour on the premises of the bank.
17. Habitual neglect of work, or habitual or gross negligence, or involving or likely to involve the bank in serious loss.

18. Unauthorized disclosure, or divulgence, or attempt thereof, or information regarding the affairs of the bank or any of its customers, or any person connected with the business of the bank which may come into the possession with the business of the bank which may come into the possession of the employee in the course of his employment.
19. Wilful damage to any property of the bank or of its customers.
20. Holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the manager or except in accordance with the provisions of any law for the time being in force.
21. Canvassing for union membership or the collection of union dues within the premises of the bank without the previous permission of the manager or except in accordance with the provisions of any law for the time being in force and also leaving office for Union work without prior permission of CEO.
22. Gambling or betting, or attempting to do so, on the premises of the bank.
23. Failing to show proper courtesy or attention towards, officers, employees and customers of the bank.
24. Failing to maintain cleanliness in person and dress.
25. Sleeping during the working hours.
26. Loitering, idling or wasting time during the working hours of the bank.
27. Doing private or personal work within the bank or without tools or materials belonging to the bank without previous permission of the branch manager.
28. Engaging in other employment whilst in service of the bank without permission of the branch manager.

29. Refusal to accept a chargesheet, order, notice or other communication attempted to be served in accordance with the standing orders.

30. Knowingly or wrongfully interfering with the record or attendance or means of recording attendance himself or any employee.

### **B. Punishment for Misconduct -**

1. An employee, guilty of misconduct may be -

- a. Warned or censured or
- b. Fined as provided under the payment of wages Act, or
- c. Punished by stoppage of his/her increment for maximum upto 2 years with/without cumulative effect on future increments or
- d. Reversion in the next lower grade of pay or next lower post, or,
- e. Suspended by an order in writing by the Manager for a period not exceeding 15 days, or
- f. Recovered from pay the whole or part of the pecuniary loss caused to the bank due to deliberate and intentional negligence of the employee, or
- g. Discharged under Standing Order number 21, or
- h. Dismissed without notice or on payment of compensation, in lieu of notice.

2. No order under (a) to (b) of clause 1 above shall be made unless he has been informed in writing of the alleged misconduct and given an opportunity to explain the circumstances alleged against him.

3. **No order under sub-clause (c) to (h) of clause 1 above of these standing Orders shall be made except after holding an enquiry against the employee concerned in respect of the alleged misconduct in the manner set forth under these Standing Orders.**

### **B. Charge Sheet**

If the Manager is satisfied on receipt of a report from the investigating authority as mentioned in para-A (b) above that a prima facie case exists for taking disciplinary action against the employee concerned a written charge sheet clearly and specifically setting forth the alleged misconducts should be served upon the employee concerned within 30 days except under unforeseen circumstances. Along with the charge sheet the employee should be given copies of the documents to be relied upon in the enquiry by the bank. Additional documents if any may be given during the course of enquiry supporting the charges mentioned in the charge sheet. So also the charge sheeted employee is given an opportunity to submit any documents in support of his reply during the course of enquiry. The employee concerned shall be given at least 7 days time to submit his/her written explanation.

### C. Enquiry

When the written explanation of the charge-sheeted employee is not considered satisfactory or his/her written explanation disclose other facts which require an enquiry, the manager shall appoint an Enquiry Officer for the purpose of enquiry into the charges.

The appointment of enquiry officer and the date, time and venue of the enquiry should be communicated in writing to the charge-sheeted employee. The bank should also inform in writing the name and designation of the person who will be representing the bank in the enquiry. If the enquiry officer and/or persons representing the bank in the enquiry are legally trained person, then the employee should be informed that he will be at liberty to engage a legal practitioner to defend him in the enquiry. The employee should be informed in writing to attend the enquiry and he further be informed that if he/she fails to attend the enquiry on the date fixed, the inquiry may proceed ex-parte.

The employee charged along with the person defending him shall be entitled to be present in the enquiry.

The enquiry as far as possible shall be completed within 6 months from the date of issue of charge sheet.

#### E. Witnesses

After production of documents the following witnesses shall thereafter be examined or cross examined as the case may be-

- Those upon whose testimony the charge(s) is /are based.
- Those whom the charged employee may bring forward as his witnesses in his defence.

The Statement made by each witness shall be recorded by the enquiry officer and the same shall be read over and explained in the language understood by the charge sheeted employee and thereafter signed by the witness and counter signed by the enquiry officer, representative of the bank and the person charged and the person defending him. The questions and answers shall be recorded separately.

After evidence tendered by witness is recorded, the person charged shall be entitled to cross examine such witness. The person charged can be examined only by the defence representative duly appointed by the person charged. The employee charged is entitled to examine his witnesses in his Defence may be cross examined by the representative of the bank.

No witness should be examined in presence of the other witnesses. The witnesses who are in the employment of the bank if requested by the employee charged should be released for the enquiry for giving evidence on behalf of the defence and such witness should be treated as if they are on duty for the period they are present and giving evidence in the inquiry.

If the person charged or his defence representative or the witnesses refused to sign on the notes of enquiry, such refusal shall be recorded by the enquiry officer in presence of two independent witnesses who

are not concerned with the enquiry. Preferably enquiry will be conducted in local language.

#### **F. Report and Findings of the Enquiry Officer**

After recording all the evidence which is necessary and relevant for the purpose of Inquiry, the enquiry officer should formulate his report and findings in the following order.

- a. Charge contained in the charge-sheet
- b. Summary of the evidence recorded
- c. Analysis of evidence and enquiry officers observations thereon.
- d. Finding in respect of each of the charges and the reasons for arriving at the findings.

#### **G. Endorsement by Competent Authority and Order of punishment.**

- a. The competent authority on receiving the report of the enquiry officer shall satisfy itself as to the correctness of the findings by giving its independent attention to the weightage of evidence both for and against the charges. If the Competent Authority disagrees with the report and findings of the enquiry officer then it shall record the reasons for such disagreements. The Competent Authority shall thereafter issue an order of punishment. In awarding punishment the Competent Authority shall take into consideration the gravity of misconduct, **past service record** and any extenuating or aggravating circumstances of the case. Every order imposing a punishment on an employee shall be communicated to him in writing personally if available or by post to the addresses which is on record of the bank. Failure to service by post, display on notice board shall be considered a proper service.
- b. An employee against whom any action is proposed under the sub-clause 1(c) to (h) above, may be suspended for a period not exceeding 3 months in the circumstances of the case pending the

- holding and completion of inquiry or for the period. If any allowed to him for giving his explanation. The order of suspension pending enquiry will be issued only when alleged misconduct in the opinion of the competent authority falls under clause No.22 (iv), (v), (vii), (xiv), (xv), (xviii), (xxv), (xxxvi), (xxxx).
- c. Subject to the provisions of the payment of wages act, 1936, an employee who is placed under suspension under sub-clause (5) shall during the period of such suspension be paid subsistence allowance at the following rate.
- i. For the first 90 days at the suspension period, subsistence allowance to be paid per month shall be equal to 1/2 of total wages excluding personal allowance wages, i.e Basic pay, Dearness Allowance, Variable Dearness Allowance, House Rent Allowance, City Local Allowance & Medical Allowance, to which the employee could have been entitled, if he is on leave with wages.
  - ii. If the enquiry gets prolonged and the employee continues to be under suspension for a period exceeding 90 days the subsistence allowance to be paid per month for a further period of 90 days shall be equal 3/4th of such wages i.e Basic pay, Dearness Allowance, Variable Dearness Allowance, House Rent Allowance, City Local Allowance & Medical Allowance.
  - iii. If the inquiry is not completed within a period of 180 days the employee shall be paid full Basic wages, dearness allowance and other compensatory allowance to be paid per month until the enquiry is finally concluded.

Provided that where the finding of the Inquiry Officer shows that such inquiry prolonged beyond a period of 90 days or as the case may be 180 days for the reasons directly attributable to the employees, the subsistence allowance to be paid per month shall for the period exceeding 90 days or as the case maybe 180 days, shall be reduced to one half of such basic

wages, dearness allowance and other compensatory allowance.

iv. a. If as a result of inquiry held or explanation tendered it is decided not to take any action against the employee shall be deemed to have been on duty and shall be entitled to full wages minus such subsistence allowance as he may have already drawn and to all other privileges for the full period of suspension.

b. The payment of subsistence allowance under sub-clause 4-A shall be subject to employee not taking up any employment during the period of suspension.

### **Warning or Censure-**

An employee may be warned or censured for any of the following acts and omissions:

1. Absence without leave without sufficient cause.
2. Late attendance
3. Negligence in performing duties.
4. Neglect of work.
5. Absence without leave or without sufficient cause from the appointed place of work.
6. Entering or leaving, or attempting to enter or to leave the premises of the bank except by an entrance appointed.
7. Committing nuisance on the premises of the bank.
8. Breach, of any rule of business of the bank or instruction for the running of any department.

### **Redress of Grievances -**

1. An employee desirous of the redress of a grievance relating to unfair treatment or wrongful exaction on the part of the bank or a superior shall either himself, or through his representative under section 30 of the Bombay industrial relation act 1946, submit a complaint to the manager or any officer appointed by the manger in this behalf.

2. The manager or such officer shall, as soon as possible investigate the complaint at such times and places as he may fix. The employee concerned and such representative shall have the right to be present at such investigation. Where the employee alleges unfair treatment or wrongful exaction on the part of a superior, a copy of the order finally made by the manager shall be supplied to him if he asks for one. In other cases, the decision of the investigation officer and action, if any taken thereon by the manager shall be intimated to him, provided that complaints relating to assault or abuse by any person holding a supervisory position or refusal of an application for urgent leave shall be enquired into immediately by the manager or by such officer as he may appoint in this behalf.

3. Service Certificate: - Every employee who leaves service who retires or is discharged shall without avoidable delay be given a service certificate

4. Notices, orders etc. -

a. Notices to be exhibited or given under these standing orders shall be in English and also in the principal regional language of the district in which the bank is situated.

b. Any notice, order, charge, sheet, communication or intimation which is personal, i.e. meant for an individual employee, and is language understood by the employee concerned.

3. Nothing contained in cases standing orders shall operate in delegation of any law for the time being in force or to the prejudice of any right under an agreement or contract of service, custom, usage or award applicable to the bank.

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CHAIRMAN

  
CEO

PRATAP CO-OP BANK LTD