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ASSAM INDUSTRIAL DEVELOPMENT CORPORATION LTD. LEAVE  
RULES, 1991.

1. Short titles: These rules may be called "Assam Industrial Development Corporation Limited Leave Rules, 1991"
2. Application: These rules shall be deemed to have come into force on 1.8.11.91 and shall apply to all employees of the Corporation as defined hereunder.
3. Definitions: In these rules unless there is anything repugnant in the subject or context:
  - (a) "Leave includes Earned Leave, Half pay leave on private affairs and on Medical certificate, commuted leave, Leave not due; Maternity leave, study leave, Special Leave, Special disability leave, and Extraordinary leave".
  - (b) "Employees" mean all monthly rated employees appointed in a time scale of pay including re-employed personnel either on time scale of pay or fixed pay.
  - (c) "Earned leave" means leave earned in respect of the period spent on duty.
  - (d) "Half pay Leave" means leave earned in respect of completed year of service.
  - (e) "Commutated Leave" means half the amount of half pay leave taken on medical ground.
  - (f) "Leave not due" means leave granted against half pay leave to be earned.
  - (g) "Extraordinary leave" means leave sanctioned without leave salary.
  - ✓ (h) "Pay" means basic pay plus special pay, personal pay, deputation pay, D.A. and any other emoluments that may be classified as pay by the Corpn.
  - ✓ (i) "Completed year of Service" and one year continuous service" means continuous service of specified duration in the Corporation and includes period spent on duties as well as on leave including extra-ordinary leave.

LEAVE ADMISSIBLE TO THE EMPLOYEES OF THE CORPN.

4.1 Earned Leave:

- ✓ (i) Earned leave shall accrue to an employee at the rate of 30 days in a Calendar year.
- ✓ (ii) Earned leave shall accumulate upto the total period of ~~240~~<sup>300</sup> days.
- ✓ (iii) The leave account of every employee shall be credited with earned leave in advance in two instalments of 15 days each on the first January and July every year.
- (iv) The leave at the credit of the employee shall be carried forward to the next half year, subject to the condition that the leave so carried forward plus the credit for the half year do not exceed the maximum limit of ~~240~~<sup>300</sup> days.
- ✓ (v) The maximum earned leave that may be granted to an employee shall not exceed 120 days at a time.
- (vi) Earned leave can be combined with any other kind of leave except casual leave.
- (vii) Earned leave which accrues to an employee and stands to his credit would be paid for in cash on superannuation due to any reason otherwise on disciplinary measure.

4.2 Calculation of Earned Leave:

- ✓ (a) On first appointment in the Corporation, Earned leave shall be credited to the leave account of an employee at the rate of  $2\frac{1}{2}$  days for each completed calendar month of service which he is likely to render in a half year of the Calendar year in which he is appointed.
- (b) The credit for the half year in which an employee is due to retire or resigns from the service shall be afforded only at the rate of  $2\frac{1}{2}$  days per completed calendar month upto the date of retirement or resignation.

(c) When an employee is removed or dismissed from

service or dies while in service, credit of earned leave shall be allowed at the rate of  $2\frac{1}{2}$  days per completed calendar month upto the end of calendar month preceding the calendar month in which he is removed or dismissed from service or dies while in service.

(d) If an employee has taken extra-ordinary leave in a half year, the credit to be afforded to his leave account at the commencement of the next half year shall be reduced by  $\frac{1}{10}$ th of the period of extra-ordinary leave availed of during the previous half year, subject to the condition that the reduction so made is limited to the maximum period of 15 days.

4.3 The order sanctioning earned leave/half pay leave to an employee shall indicate the balance of such leave at his credit.

4.4 Half pay leave and commuted leave:

(a) (i) The Half pay leave admissible to an employee in respect of each completed year of service is 20 days.

(ii) No half pay leave may be granted to a temporary employee unless the authority competent to sanction leave has reason to believe that he will return to duty on expiry of the leave.

(b) (i) The half pay leave due may be granted to an employee on medical ground or on private affairs.

(ii) Half pay leave can be combined with any other kind of leave except casual leave.

(iii) Half pay leave upto a maximum of 180 days shall be allowed to be commuted during the entire service otherwise than on medical ground where such leave is utilised for a course of study which is certified to be in the interest of the Corporation by the leave sanctioning authority.

(c) Commuted leave not exceeding half the amount of half pay leave may be granted to an employee on medical certificate only subject to the following conditions that:

(i) He has completed one year of service at the time he proceeds on leave.

(ii) When commuted leave is granted twice the amount of such leave shall be debited against the half pay leave due.

(iii) No commuted leave may be granted under this rule, unless the authority competent to sanction leave has reason to believe that the employee

Leave not due.

Same in the case of leave preparatory to retirement, leave not due may be granted to a permanent employee subject to the following conditions:

- (i) On medical certificate without limit of amount.
- (ii) Otherwise than on medical certificate for not more than 3 months at any time and 6 months in all.
- (iii) The total period of leave not due granted to an employee shall not exceed 360 days during his entire service.
- (iv) Leave not due granted to an employee shall be debited against the half pay leave to be earned in due course.
- (v) It shall be granted only if the authority competent to sanction leave is satisfied that the employee shall return to duty on expiry of the leave.
- (vi) In case where an employee who has been granted leave not due seeks for permission to retire voluntarily the leave not due shall, if the permission be granted, be cancelled and his retirement shall have effect from the date on which such leave commenced.

4.6 Maternity leave:

- (a) A female employee may be granted maternity leave on full pay for a period of 90 days from the date of its commencement subject to the following conditions that:
  - (i) she must be in service for not less than one year on regular basis.
  - (ii) the application is to be supported by a certificate from a Registered Medical Practitioner.
  - (iii) a female employee having 3(three) children shall not be entitled to any maternity leave.
- (b) Maternity leave under this rule may also be granted in cases of miscarriage, including abortion subject to the above conditions.
- (c) Maternity leave may be combined with any other kind of leave except casual leave.
- (d) Any leave, including commuted leave for a period not exceeding 60 days applied for in continuation of maternity leave may be granted without production of medical certificate.
- (e) Leave in further continuation of leave granted under clause (d) above may be granted on production of medical certificate for the illness of the female employee. Such leave may also be granted in case of illness of a newly born baby, subject to production of medical certificate to the effect that the condition of the ailing baby

warrants mother's personal attention and that her presence by the baby's side is absolutely necessary.

Extraordinary Leave:

- (1) Extra-ordinary leave without pay may be granted to an employee at the discretion of the Management in special circumstances:
  - (a) When no other leave is admissible under these rules, or
  - (b) When other leave being admissible the employee concerned applies in writing for the grant of extra-ordinary leave.
  - (c) When an employee absents from duty without any authority.
  
- (2) Except in case of a regular employee the duration of Extra-ordinary leave on any one occasion shall not exceed the following limits:
  - (i) 3 months on any ground.
  - (ii) 6 months in cases where the employee has completed 3 years continuous service on the date of expiry of leave of the kind due and admissible under these rules (including 3 months under (i) above) and his request for such leave is supported by a medical certificate;
  - (iii) 18 months where the employee is undergoing treatment for-
    - (1) pulmonary tuberculosis in a recognised sanatorium, or
    - (2) tuberculosis of any part of the body by a qualified tuberculosis specialist or a surgeon, or
    - (3) leprosy in a recognised leprosy Institution by a qualified specialist or Surgeon.

- Note: (1) The concession of extra-ordinary leave upto 18 months will be admissible also to an employee suffering from pulmonary tuberculosis who receives treatment at his residence under a qualified tuberculosis Specialist or Surgeon and produces a certificate signed by the attending Specialist or Surgeon to the effect that he has reasonable chances of recovery on the expiry of leave recommended.
- (2) The concession of extra-ordinary leave upto 18 months under this rule will be admissible only to those employees who have been in continuous service for a period exceeding one year.

- (iv) 24 months where the leave is required for the purpose of prosecuting Study in the interest of the Corporation provided the employee has completed 3 years continuous service on the date of leave of the kind due and admissible under these rules (including 3 months under (i) above).

Study Leave:

(1) Subject to the conditions prescribed in these rules, study leave may be granted to an employee to enable him to undergo a special course of study consisting of higher studies, or specialised training in a professional or technical subject having a direct and close connection with the sphere of his duties.

(2) Study leave shall not be granted unless-

(a) it is certified by the competent authority that the proposed course of study or training shall be of definite advantage to his sphere of duties;

(b) study leave shall not be granted to an employee with such frequency as to remove him from the contact with his regular work.

(3) Study leave shall not be granted to an employee-

(i) who has rendered less than five years service under the Corporation;

(ii) who is due to retire or has the option to retire from the service of the Corporation within three years of the date on which he is expected to return to his duties on expiry of the leave.

(4) (a) The period of study leave would ordinarily be extended to the period of the course of study or training not exceeding 48 months, but in exceptional circumstances the total period may be extended upto 60 months during the entire service of an employee.

(b) Study leave can be combined with any other kind of leave except casual leave.

(5) An employee who has been granted study leave or extension of such leave shall be required to execute a Bond as given in Annexure A or B as the case may be, before the study leave is availed and furnish suitable surety for due fulfillment of the Bond.

(6) If an employee resigns or retires from service without returning to study after availing a period of study leave or within a period of three years after such return to study, he shall be required to refund double the amount of his leave salary drawn by him for the period of study leave together with interest thereon at Government rate for the time being in force on Government loan from the date of demand before his resignation is accepted or permission to retire is granted.

(7) (i) Study leave shall count as service for promotion, seniority and increment.

(ii) The period spent on study leave shall not count for leave.

(8) If the selected candidate commits breach of any provision of these rules or fails to join the place of study or training within the prescribed period or discontinues the course of study for which leave is granted or is recalled or sent back for misconduct his leave shall be cancelled and the provision of Rule 6 shall apply to the extent indicated in the order cancelling the study leave;

Provided that the Corporation may authorise continuance of study leave in any case in which the Corporation is satisfied that the employee discontinued the study or training or failed to join the place of study or training within the prescribed limit on account of illness or any other cause beyond his control.

9. Special Leave:

Special leave with full pay for a total period not exceeding 18 months during the entire service will be granted to those employee suffering from any of the following diseases on production of medical certificate from an authorised medical officer, if such employee has completed at least one year continuous service in the Corporation.

- (i) T.B.
- (ii) Cancer.
- (iii) Leprosy.
- (iv) Paralysis.

Special leave will be granted only when an employee exhausts all kinds of leave at his credit.

10. Special Disability Leave:

(i) Special Disability leave may be granted to an employee who is disabled by injury accidentally incurred in or in consequence of the due performance of his official duty in consequence of his official position or by illness incurred ~~in the performance of any official duty.~~

(ii) The period of leave granted shall be as is certified by the authorised Medical Board and it shall not be extended except on the certificate of that authority and shall in no case exceed 24 months in consequence of any one disability.

(iii) The disability, if due to disease, must be certified by the authorised Medical Board to be directly due to the performance of the particular duty.

(iv) Such leave may be combined with leave of any other kind except casual leave.

(v) Such leave shall be treated as duty and shall not be debited against any leave account.

(vi) Leave salary during such leave shall be equal to average pay for the first 4 months of any period of such leave and for the remaining period shall be equal to half average pay

(vii) In the case of an employee to whom the Workmen's Compensation Act 1923 applies, the amount of leave salary payable under this rule shall be reduced by the amount of compensation payable under Section 4(1) (d) of the said Act.

(viii) In the case of a person to whom the Employees State Insurance Act 1958 applies, the amount of leave salary payable shall be reduced by the amount of benefit admissible under the said Act for the corresponding period.

#### 4.11 Casual Leave:

(i) Casual leave is intended to cover casual absence of the employees for personal reasons. An employee will be entitled to 15 days casual leave in a Calendar year.

(ii) The casual leave in case of those employees joining the service of the Corporation after January shall be reduced proportionately.

(iii) At any time casual leave shall not be granted for more than 10 days.

(iv) Casual leave cannot be combined with any other kind of leave or joining time, but an employee may be permitted to prefix, suffix and avail intervening holidays.

(v) Unavailed casual leave will lapse at the end of the calendar year.

#### 4.12 Special Casual Leave with full pay:

Special casual leave with full pay falls outside the normal leave and may be granted to meet special situations. Some of the instances in which special casual leave can be granted are mentioned below:

- (a) For the period spent in Camp by the Employees permitted to join the Territorial Army, not exceeding 14 days.
- (b) To those employees participating in sporting events of State or National importance in a representative capacity or engaged in coaching or administration of teams participating in such events, not exceeding 30 days in a Calendar year.
- (c) To those employees who donate blood on working days, for that day.
- (d) Employees who undergo sterilisation operation under the Family Welfare Scheme may be granted Special Casual Leave for 6 working days.
- (e) To those employees who are ex-serviceman when called by the Ministry of Defence to participate in the Republic Day

in Delhi and the minimum period spent on journey to and from Delhi by the shortest route can be granted.

- (d) Employees called as witness by the Courts in the cases where Govt. is a party or Govt. calls the incumbent for evidence may be granted Special Casual Leave towards attendance day and minimum travelling time by the shortest route. In cases where the Corporation is a party and the employee is called in evidence by the Court, the said employee will be treated as on duty and paid the usual T.A./D.A.
- (g) For other purpose at the discretion of the Managing Director taking into consideration local circumstances and the merits of the individual cases.

### 5. General Conditions:

(i) Leave cannot be claimed as of right. When the exigencies of works so require discretion to refuse or revoke leave of any kind is reserved to the authority empowered to grant it.

(ii) No employee on leave may be allowed to return to duty before expiry of the period of leave granted to him, unless he is permitted by the authority which granted him leave.

(iii) Holidays/Sundays can be prefixed/suffixed with regular leave but intervening holidays/Sundays will merge with leave.

#### (iv) Limits of Jurisdiction:

No employee can leave his headquarters in anticipation of leave without permission of the competent authority. The Municipal limits of Guwahati shall be considered to be the limits of headquarters for the purpose of the Rules contained herein.

#### (v) Conditions for availing leave:

Leave of all kinds, as a rule, shall be availed of only with the express and previous sanction of the competent authority in the manner herein provided.

#### (vi) Computation of leave:

In computing leave, fraction of a day upto half or more shall be treated as one full day and less than half a day shall be omitted.

#### (vii) Commencement and end of leave:

Leave shall begin on the day on which an employee is relieved from duty and shall end on the day on which he resumes his duty.

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( viii) Medical Certificate:

Applicant for leave on medical ground must be accompanied by a Medical Certificate from Registered Medical Practitioner. The authority sanctioning the leave reserves the right to accept/reject the Medical certificate and in case of rejection shall refer such cases to State/District Medical Board as may be considered necessary by the authority.

(ix) Fitness Certificate:

An employee who has been granted leave on medical ground, shall not be allowed to resume duty unless he produces a fitness certificate from a Govt. Medical Officer or Surgeon/Physician of a Govt. Hospital/Regd. Medical Practitioner.

(x) Power to recall from leave:

An employee already on leave may be recalled by the authority granting leave when it considers the recall necessary in the interest of the Corporation.

(xi) Authority to sanction leave:

The authority to sanction leave of all kinds shall be the Managing Director or such officer/officers as may be authorised by him.

(xii) Absence without leave:

An employee shall not absent himself without leave beyond the period of leave originally granted or subsequently extended. If an employee remains absent without prior permission, he will be marked absent in the attendance register and it will render him liable to disciplinary action.

(xiii) Break in service:

Extra-ordinary leave will had to break in service if it is on ground other than medical.

(xiv) Application for leave:

(a) An employee requiring to take leave shall apply in the prescribed leave application form.

(b) Application for leave upto 7 days shall reach the personnel Department at least 3 days before commencement of the leave.

(c) Application for leave for more than 7 days shall be made at least 7 days before the date from which the leave is required.

(d) Sub-rule(b) and (c) above may not be applicable in case of leave on medical ground.

(e) An employee who desires to extend his leave shall apply to the leave granting authority giving him sufficient time to communicate his decision before the expiry of leave originally sanctioned. Casual leave, however, cannot be extended beyond the permissible limit of 10 days.

(f) The application for any kind of leave on medical ground shall have to be accompanied with a Medical Certificate from a Govt. Medical Officer/Surgeon or Physician of a Govt. Hospital/Regd. Medical Practitioner.

(xv) Provision for Officers/Staff appointed on Special terms:

Officer/Staff on deputation or contract basis will be governed in the matter of leave by such rules as are applicable to them by special terms and conditions under which their services are taken by the Corporation.

(xvi) Leave Salary:

(a) An employee on Earned Leave will be entitled to leave salary at the rate of monthly pay which was being drawn by him on the date prior to his proceeding on leave.

(b) An employee on Half Pay Leave or leave not due will be entitled to leave salary equal to half the amount specified in sub-rule(a) above.

(c) An employee on <sup>twice</sup> commuted leave will be entitled to leave salary equal to ~~the~~ amount admissible under Sub-rule(b) above.

(d) An employee on extra-ordinary leave is not entitled to any leave salary.

(e) An employee on study leave will be entitled to leave salary equal to half the amount specified in Sub-rule(a) above.

(f) An employee on Special Leave is entitled to leave salary as admissible under Sub-rule(a) above.

6. Interpretation:

In case of any doubt regarding the interpretation of application of these rules, it should be referred to the Managing Director whose decision will be final and binding.

7. Amendment:

The Rules contained herein above are subject to amendment/modification by the Board of Directors of the Corporation, as and when it considers necessary.

ANNEXURE "A"

X-  
X See Rule 4.3(5) X  
X- X

Bond to be executed by permanent employee proceeding on Study Leave.

Know all men by these presents that I, Sri \_\_\_\_\_ resident of \_\_\_\_\_ in the District of \_\_\_\_\_ at present employed as \_\_\_\_\_ in Assam Industrial

Development Corporation Ltd. do hereby bind myself, my heirs, executors and administrators to pay to Assam Industrial Development Corporation Ltd. having its Registered office at R.G.Barua Road, Guwahati-24 (hereinafter referred to as "Corporation) on demand and without demur the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ ) only together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country converted to official rate of exchange between that country and India and together with all costs between authority and client and all charges and expenses that shall and may have been incurred by the Corporation.

Whereas the above bounden \_\_\_\_\_ is granted study leave by the Corporation;

And whereas for the better protection of the Corporation the above bounden has agreed to execute this with such condition as hereunder is written;

Now the condition of the above written obligation is that in the event of the above bounden \_\_\_\_\_

interrupting his course of study or training to suit his own convenience or changing the programme of study or training approved from time to time, or resigning or retiring from service without returning to duty after the expiry or termination of the period of Study Leave or any time during a period of three years after his return to duty he shall forthwith pay to the Corporation on demand and without demur the said sum of

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) only together with interest thereon from the date

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of demand at Government rates for the time being in force for Government loans;

And upon the above bounden \_\_\_\_\_

\_\_\_\_\_ making such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

Signed and delivered by the above bounden \_\_\_\_\_

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

one thousand nine hundred and ninety \_\_\_\_\_.

In presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

Accepted  
for and on behalf of the  
Corporation.

.....

See Rule 4.8(5)

Bond to be executed by temporary employee proceeding on study leave.

Know all men by these presents that we \_\_\_\_\_

\_\_\_\_\_ resident of \_\_\_\_\_ at present employed in the District of \_\_\_\_\_

as \_\_\_\_\_ in Assam Industrial Development Corporation Ltd. (hereinafter referred to as the 'obligor') and

Sri \_\_\_\_\_ Son of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ and Sri \_\_\_\_\_

\_\_\_\_\_ Son of \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, sureties on his behalf do hereby jointly and severally bind ourselves, our respective heirs, executors and administrators to pay to Assam Industrial Development Corporation Ltd. having its Registered office at R.G.Barua Road, Guwahati-24 (hereinafter referred to as 'Corporation) on demand and without demur the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ only together with interest thereon from the date of demand at Government rates for the time being on Government loans or, if payment is made in a country other than India, the equivalent of the said amount in the currency of that country connected at the official rate of exchange between that country and India and together with all costs between attorney and client and all charges and expenses that shall and may have been incurred by the Corporation.

Whereas the above bounden \_\_\_\_\_

is granted study leave by the Corporation;

And whereas for the better protection of Corporation the above bounden has agreed to execute this bond with such condition as hereinunder is written;

And whereas said Sri \_\_\_\_\_

and Sri \_\_\_\_\_ have agreed to execute this bond as sureties on behalf of the above bounden \_\_\_\_\_.

Now the conditions of the above written obligation is that in the event of the above bounden \_\_\_\_\_

interrupting his course of study or training to suit his own convenience or changing the programme of study approved from time to time or resigning or returning from service without returning to study or training after the expiry or termination of the period of study leave or at any time within a period of three years after his return to duty he shall forthwith pay to Corporation on demand and without \_\_\_\_\_