

## Leave Rules for Faculty



**INDIAN INSTITUTE OF PETROLEUM & ENERGY**

**VISAKHAPATNAM – 530 003**

## **LEAVE RULES FOR FACULTY**

### **1. Introduction**

Leave is a provision to stay away from work for genuine reasons with prior approval of the authorities. It may be granted for a casual purpose or a planned activity, on medical grounds, or in extraordinary conditions. Leave cannot be claimed as a matter of right. Accordingly, leave rules and norms have been categorized under various heads. Vacation and Leave are governed by a set of rules and norms as laid down by the Government of India. The following leave rules and norms give details about the different types of Leave and how they can be availed of. These rules and norms have been stipulated for the Faculty of the Institute. These rules should be used for the better understanding and utilization of the leave rules, and norms and are only complementary and explanatory and in no way meant to supersede the leave provisions of the Government of India.

### **2. Applicability**

These leave rules shall apply to all regular faculty members of Indian Institute of Petroleum and Energy, Visakhapatnam, with retrospective effect from July 01st, 2019, as far as Vacation Leave/ Earned Leave (EL) and Half Pay Leave (HPL) are concerned. Other kinds of Leave will be effective from the date approved by the Board.

### **3. General Principles Regarding Grant of Leave**

#### **3.1 Right to Leave**

- (a) Leave cannot be claimed as a matter of right, and the Leave sanctioning authority may refuse or revoke Leave of any kind.
- (b) Leave sanctioning authority cannot alter the kind of Leave due and applied for.
- (c) Leave will not be granted to Faculty under suspension.

### **4. Authority empowered to sanction Leave**

- (a) Applications for Leave shall be addressed to the Director.
- (b) Leave may be sanctioned by the Director or by a member of Faculty/HOD/Dean/DOFA to whom the Director has delegated the power. Normally, the Registrar will regulate the leave accounts of all Faculty and Non-Faculty.
- (c) The President, Board of Governors shall sanction leave other than Casual Leave to the Director. The Director can avail himself of Casual Leave on his authority.

### **5. Commencement and termination of Leave**

- (a) Leave ordinarily begins from the date on which leave as such is availed of and ends on the day preceding the date on which duty is resumed.

(b) Saturdays, Sundays, Restricted Holidays, and other Holidays or the vacation may be prefixed as well as suffixed to any leave, subject to any limit of absence on Leave prescribed under each category of Leave.

(c) The intervening Holidays including Saturdays & Sundays and Restricted Holidays will be counted towards leave of its kind applied in case of regular leave such as EL/ HPL/ Vacation etc. except in Casual Leave.

## **6. Combination of Leave (s)**

Except as otherwise provided any kind of Leave under these provisions may be granted in combination with or in continuation of any other kind of Leave, subject to any limits prescribed in such cases.

## **7. Grant of Leave beyond the date of retirement and in the event of resignation**

(a) No leave shall be granted beyond the date a faculty member must compulsorily retire.

(b) If any faculty member of the Institute resigns, she/ he shall not be granted, either prior or after her/ his resignation, any leave due to her/ his credit. Provided that the Director may, in any case, grant leave to the member prior to her/ his resignation if, in the opinion of the Director, the circumstances of the case justify the such grant of Leave.

## **8. Conversion of one kind of Leave into another kind**

Leave of any kind taken earlier can be converted into Leave of any other kind at a later date on an application within 30 days of joining duty after Leave by the employee and at the discretion of the Leave sanctioning authority subject to adjustment of leave salary.

## **9. Re-joining duty on return from Leave on medical grounds**

(a) The Faculty who has been granted Leave on the medical ground must produce a medical certificate of fitness before resuming duty.

(b) Leave sanctioning authority may secure a second medical opinion if considered necessary.

## **10. Re-joining duty before the expiry of Leave**

Except with the permission of the authority, who granted Leave, no member on Leave may return to duty before the expiry of the period of Leave granted to him.

## **11. Maximum period of absence from duty**

(a) No faculty member shall be granted Leave of any kind for a period exceeding five years.

(b) A member who remains absent from duty for a continuous period exceeding five years other than on foreign service, whether with or without Leave, shall be deemed to have resigned from the service.

### **11.1 General**

- (a) Leave should always be applied for and sanctioned before it is taken, except in cases of emergency and for satisfactory reasons.
- (b) Absence from duty after the expiry of Leave entails disciplinary action.
- (c) Absence without Leave will constitute an interruption in service.
- (d) The faculty member on Leave should not take up any service or employment elsewhere without obtaining prior sanction from the competent authority.

### **12. Kinds of Leave**

The following kinds of Leave shall be admissible to the faculty members of this Institute

- (a) Casual Leave (CL)
- (b) Special Casual Leave (SCL)
- (c) Vacation / Earned Leave (EL)
- (d) Half Pay Leave (HPL)
- (e) Commuted Leave
- (f) Leave Not Due (LND)
- (g) Extraordinary Leave (EOL)
- (h) Maternity Leave
- (i) Adoption Leave
- (j) Paternity Leave
- (k) Child Care Leave (CCL)
- (l) Sabbatical Leave
- (m) Special Leave
- (n) Project Leave
- (o) Work Related Illness and Injury Leave (WRIIL)
- (p) Quarantine Leave
- (q) Special Leave connected with an inquiry on Sexual Harassment
- (r) Leave on Foreign Service Terms

#### **12.1 Casual Leave (CL)**

- (a) Casual Leave (CL) is not earned by duty. CL cannot be claimed as of right and is subject to a maximum of 8 days in a calendar year. In addition, Faculty will also be allowed to avail herself /himself of any two holidays from the list of Restricted Holidays (RH) declared by the Institute.
- (b) CL can be combined with Special Casual Leave/ Vacation/ RH but not with any other kind of Leave.
- (c) Saturdays, Sundays, RH, and holidays, whether intervening, prefixed or suffixed, shall not be counted as Casual Leave.
- (d) CL should not be granted for more than five days at any time except under exceptional circumstances. Unutilized CL expires on December 31st every year and is not carried forward.

- (e) CL can be taken for half a day also.
- (f) LTC can also be availed during CL.
- (g) Officials joining during the middle of a year may avail of CL proportionately or to the full extent at the discretion of the competent authority.

## **12.2 Special Casual Leave (SCL)**

(a) Special Casual Leave, not counting towards ordinary Casual Leave, may be granted to a faculty member when she/ he is:

- i. summoned to serve as Juror or Assessor or to give evidence before a court of law as a witness in a civil or a criminal case in which her / his private interests are not at issue,
- ii. deputed to attend a reference library of another Institute or conferences and scientific gatherings of learned and professional societies or a training programme in the interest of the Institute,
- iii. to present a paper at a conference or just to attend a conference/workshop,
- iv. requested/ invited to act as an examiner or an expert in Selection Committees/ Assessment Committees or any other academic committees at any other Organization/Institution,
- v. required to be absent for any research, sponsored research, consultancy, or other legitimate academic purposes,
- vi. an office bearer of a recognized union/forum and is required to participate in a meeting/activity of the union/forum,
- vii. required to be absent for any other purpose approved by the Board of Governors,
- viii. To Conduct Ph.D. viva or a similar examination,
- ix. A faculty member may also be granted SCL for a period not exceeding 15 days in a calendar year for the execution of consultancy work or a sponsored research project,

(b) SCL can also be granted to give special/invited lecture without remuneration, which are not treated as on duty. However, to avail SCL to give special lectures with an honorarium, the faculty member must take prior approval from the competent authority.

(c) The SCL can ordinarily be granted up to 15 days in a calendar year. If it exceeds the 15 days, the cases of those Faculty have to be placed before the Board for further consideration.

(d) SCL may be granted for donating blood to recognized Blood Banks on working days (for that day only).

(e) The absence of the faculty members in their efforts towards funds raising and building of corpus funds etc., will be regulated under SCL.

(f) During Natural Calamities, Bandhs etc., SCL may be granted when employees residing at places 3 miles away from the office and cannot attend to the office due to dislocation of traffic arising out of natural calamities, bandhs, etc. If the absence was due to picketing, disturbances, or curfew, SCL might be granted irrespective of the distance from residence to office.

(g) Combination of Casual Leave or regular Leave (ex. EL, HPL, etc.) with SCL is permissible but the combination of both CL and regular Leave with SCL is not permissible.

(h) Faculty members deputed by the Institute in connection with the institute work will be treated as on duty and the period will not count towards SCL.

(i) LTC can also be availed of during Special Casual Leave.

(j) For Family Planning:

**i. Male Employee**

A. Maximum of 5 working days admissible for vasectomy operation. If he undergoes the said operation for the second time due to failure of the first, another five days will be admissible on the production of the medical certificate.

B. Maximum of 21 days for undergoing a re-canalization operation.

C. Maximum of 3 days if his wife undergoes tubectomy, laparoscopy or salpingectomy operation. The Leave should follow the date of operation.

**ii. Female Employee**

A. Maximum of 10 days admissible for tubectomy/laparoscopy. If she undergoes the said operation for a second time due to failure of the first, a maximum of 10 days will be admissible for the second time.

B. Maximum of 10 days admissible for salpingectomy operation after Medical Termination of Pregnancy (MTP).

C. Admissible for one day on the day of IUCD / IUD insertion / re-insertion.

D. Maximum of 21 days admissible for undergoing a re-canalization operation.

E. Admissible for one day on the day of operation when her husband undergoes vasectomy.

SCL may also be granted for other purposes, as approved by the Board of Governors from time to time.

### **12.3 Vacation**

(a) Faculty members can avail 60 days vacation in an academic year partly in winter and partly in summer (20 Winter + 40 Summer) or the entire 60 days in summer. However, one has to take permission from the competent authority if she/he would like to avail 60 days of vacation at a stretch.

(b) A new faculty joining in the summer vacation period is not eligible for vacation during that summer.

(c) A faculty joining in the middle of the academic year is eligible for a proportionate vacation for that academic year. A faculty member during her/ his first academic year/ probation is credited with vacation leave of five days for each of the number of complete calendar months served.

(d) The duration of the winter , and summer vacation periods will be notified by the Institute.

(e) Vacation can be suffixed or prefixed with any leave, but the duration of vacation and other Leave combined should not exceed 180 days at a time.

(f) If a faculty member does not avail the full 60 days vacation in any academic year, 50% of un-availed vacation is converted to Earned Leave and is credited to the earned leave account of the faculty member on July 01st of the next academic year. Thus if a faculty avails of a total of  $x$  days of vacation during the vacation period,  $(60-x)/2$  days of Earned Leave is credited to her/his Earned leave account.

#### **12.4 Earned Leave (EL)**

(a) Earned Leave can be availed any time during the year with prior sanction. The faculty member can accumulate Earned leave only by virtue of not having availed of the entitled vacation in a given academic year.

(b) Half of the unutilized vacation is credited as Earned Leave on July 1<sup>st</sup> every year.

(c) Earned Leave can be accumulated up to a maximum of 300 days. The unutilized Earned Leave can be encashed only at the time of superannuation from service.

(d) However, a limited number of days of Earned Leave can be encashed at the time of availing LTC. Such encashment will not exceed ten days in each instance, with a cumulative maximum of 60 days during the entire span of service. At least an equal number of days of EL should be availed of along with encashment. The encashment so availed will not be considered while computing the maximum admissible for encashment at the time of quitting service. And while availing LTC encashment, at least 30 days EL must be in the credit of the Faculty.

(e) Half of the unutilized vacation is credited as earned Leave on July 1<sup>st</sup>, even when a faculty has already accumulated 300 days of Earned Leave in his account. This overflowing earned Leave must be availed during the same academic year after which it lapses.

(f) Earned Leave can be combined with all types of Leave other than CL.

#### **12.5 Half Pay Leave (HPL)**

(a) The Half Pay Leave admissible to a faculty member in respect of each completed year of service shall be 20 days. Service includes periods of duty and leave including extraordinary Leave with or without Medical certificate, but does not include periods of suspension, over-stay of leave/ joining time unless otherwise regularized.

(b) HPL is credited in advance at the rate of 10 days on the January 01st and July 01st every year.

(c) The advance credit for the half-year in which a faculty member is appointed will be at the rate of 5/3 days for each completed calendar month of service.

(d) The advance credit will be reduced by 1/18 th of the period of dies-non/ suspension treated as dies-non during the preceding half-year, subject to a maximum of 10 days.

- (e) HPL credit for the half-year in which the faculty member retires /resigns / removed /dismissed or dies in service will be afforded at the rate of 5/3 days per completed calendar month up to the end of the calendar month preceding the last calendar month of service. While affording credit, the fraction shall be rounded off to the nearest day.
- (f) HPL may be availed of on a medical certificate or private affairs.

### **12.6 Commuted Leave (CoL)**

- (a) Commuted Leave (CoL) not exceeding half the amount of HPL due can be taken on a medical certificate.
- (b) CoL can be taken without medical certificate as following:
- i. Up to a maximum of 90 days in the entire service if utilized for an approved course of study/training certified to be in the interest of the Institute by the authority competent to sanction leave.
  - ii. Upto a maximum of 60 days by a female staff if it is in continuation of maternity leave.
  - iii. Upto a maximum of 60 days by a female staff with less than two living children if she adopts a child younger than one year.
- (c) CoL can be granted only when the Leave sanctioning authority is satisfied that there is a reasonable prospect that the faculty member will return to duty on its expiry. So, it cannot be granted as Leave preparatory to retirement.
- (d) If CoL is taken, twice the number of days availed should be debited in the HPL account.
- (e) Where a faculty member is granted CoL and quits service voluntarily without returning to duty, the CoL shall be treated as HPL, and excess leave salary shall be recovered. If the retirement is because of ill-health incapacitates him for further service or in the event of death, no such recovery should be made.
- (f) CoL may be granted at faculty member's request even when EL is available.

### **12.7 Leave Not Due (LND)**

- (a) Leave Not Due (LND) may be granted only on medical grounds to a permanent faculty with no HPL at her/ his credit.
- (b) Temporary faculty member with a minimum of one-year of service and suffering from TB, Leprosy, Cancer, or Mental illness may also be granted LND if the post from which the faculty member proceeds on Leave is likely to last till her/ his return.
- (c) LND is granted only if the Leave sanctioning authority, i.e., Director, is satisfied that there is a reasonable prospect that the faculty member will return to duty on the expiry of the Leave.
- (d) LND may be granted without a medical certificate to female staff in continuation of maternity leave or for the adoption of a child.
- (e) The amount of Leave should be limited to the HPL that the faculty member is likely to earn subsequently.



(f) LND during the entire service is limited to a maximum of 360 days.

(g) LND will be debited against the half pay leave that the faculty member earns; in fact, LND is HPL taken in advance.

(h) LND cannot be granted in the case of Leave preparatory to retirement when a faculty member granted LND resigns from the service or is permitted to retire voluntarily without returning to duty; the LND should be cancelled. The resignation/retirement will take effect from when such Leave commenced, and the leave salary should be recovered.

### **12.8 Extraordinary Leave (EOL)**

(a) Extraordinary Leave (EOL) shall always be without leave salary. It may be granted when no other kind of Leave is admissible, or when other leaves being admissible, and the Faculty concerned has applied explicitly in writing for the grant of EOL.

(b) The period of EOL shall not count for increment.

(c) EOL may also be granted to regularized periods of absence without Leave retrospectively.

(d) No leave of any kind can be granted for a period exceeding five years. Subject to this limitation, any amount of EOL may be sanctioned.

### **12.9 Maternity Leave (ML)**

(a) Maternity Leave (ML) may be granted to a female faculty member with less than two surviving children for up to 180 days.

(b) ML may also be granted on full pay in cases of miscarriage, including abortion, subject to the condition that the Leave applied for does not exceed 45 days in the entire service and the application for Leave is supported by a medical certificate.

(c) ML shall not be debited to the leave account.

(d) ML may be combined with Leave of any other kind except Casual Leave.

(e) Any leave (including commuted leave upto 60 days and leave not due) may be taken without medical certificate up to one year in continuation of ML.

(f) During ML, leave salary equal to the last pay is admissible.

### **12.10 Adoption Leave (AL)**

(a) May be granted to a female faculty member, with fewer than two surviving children on valid adoption of a child below the age of one year, for 180 days immediately after the date of valid adoption.

(b) Leave salary will be equal to the pay drawn immediately before proceeding on Leave.

(c) This may be combined with Leave of any other kind.

(d) In continuation of AL, leave of the kind due and admissible (including leave not due and CoL not exceeding 60 days without production of medical certificate) for a period upto one year

reduced by the age of adopted child on the date of legal adoption without taking into account the period of AL.

### **12.11 Paternity Leave (PL)**

- (a) Male Faculty members with less than or equal to two children may be granted 15 days PL during his wife's confinement for childbirth. PL is also admissible on valid adoption of a child below the age of one year.
- (b) The PL can be availed upto 15 days before or upto six months from the date of delivery of the child.
- (c) If the Leave is not availed of within this period, it should be treated as lapsed.
- (d) PL shall not be debited to the leave account.
- (e) During PL, leave salary equal to the last pay drawn is admissible.

### **12.12 Child Care Leave (CCL)**

- (a) Women employees having minor children may be granted CCL by an authority competent to grant Leave for a maximum period of 730 days during their entire service for taking care of up to two children, whether for rearing or to look after any of their needs like examination, sickness, etc.
- (b) CCL is extended to single male parents, who may include unmarried or widower or divorcee employees.
- (c) CCL shall not be admissible if the child is 18 years of age or older.
- (d) During the period of CCL, the woman employees leave salary will be equal to the pay drawn immediately before proceeding on Leave.
- (e) It may be availed of in more than one spell.
- (f) CCL shall not be debited against the leave account.
- (g) CCL should be granted 100% salary for the first 365 days and 80% salary for the next 365 days.

#### **12.12.1 Condition(s)**

- (a) Requires prior sanction.
- (b) Intervening holidays will count as CCL as in the case of Earned Leave.
- (c) In respect of disabled/ mentally challenged children, it is permitted for an offspring of any age to be subject to conditions and submission of certificates.
- (d) CCL may be granted to single mothers for six spells in a calendar year. However, for other eligible members, it will be granted for a maximum of 3 spells in a calendar year.
- (e) From June 13th 2018, CCL may not be granted for a period of less than 5 days at a time.
- (f) CCL should not be sanctioned during probation except in cases of extreme situations, and a minimal leave should be sanctioned.

(g) An employee on CCL may be permitted to leave Headquarters with prior approval of the Competent Authority.

(h) LTC may be availed during CCL.

(i) An employee on CCL may proceed on foreign travel, provided clearance from appropriate competent authorities is taken in advance.

### **12.13 Sabbatical Rule**

(a) The Sabbatical Leave is a special facility for academic staff members to enable them to update their knowledge and experience so that they will be of greater use to the Institute upon their rejoining. It should be applied four months in advance to the BOG through proper channel.

(b) Sabbatical Leave shall be admissible to a permanent member of the academic staff:

- i. After the completion of 6 years of continuous service or more in the Institute,
- ii. Where she/he avails of Special Leave, after the completion of 6 years' service or more in the Institute after her/his return from such Special Leave,

(c) The continuous service will commence from joining the Institute or from the date of re-joining on return from Sabbatical Leave/ Special Leave/EOL without leave salary except EOL granted on medical grounds.

(d) In any case, sabbatical leave shall not exceed three times (inclusive of Special Leave in case such Leave has been granted) during the entire service of such a member.

(e) Sabbatical Leave may be granted for one or more of the following purposes, namely

- i. To conduct research or advanced studies in India /abroad;
- ii. To write textbooks, standard works, and other literature;
- iii. To visit or work in industrial concerns and technical departments of Government to gain practical experience in their respective fields;
- iv. To visit or work in a University, Industry, or Government research laboratory in India and Abroad; and
- v. Any other purposes for the academic development of the faculty member as approved by the Board.

(f) The grant of Sabbatical Leave shall be subject to the following conditions, namely

- i. The period of Sabbatical Leave shall not exceed one year at a time inclusive of vacations, if any but the Board may grant in addition any other leave up to a maximum of 120 days which the faculty members might have earned during the service at the Institute;
- ii. Academic staff shall, during the period of Sabbatical Leave, be paid full salary and allowances as admissible under the normal rules, but she/ he shall not be entitled to any traveling allowance or any extra allowance in India or Abroad;
- iii. No substitute shall be appointed in the vacancy and her/his work shall be shared by the other members of the Faculty.

iv. Academic staff shall not undertake any regular appointment under any other organization in India or abroad during the period of Sabbatical Leave. She / He shall, however, be free to receive a scholarship or fellowship or bursary or any other ad-hoc honorarium other than regular employment;

v. Academic staff availing herself/ himself of sabbatical leave shall furnish a bond in the prescribed form to serve the Institute for a minimum period of 3 years on return to duty. It is reduced to 2 years in cases where the faculty member cannot serve the Institute for 3 years on the expiry of Sabbatical Leave due to superannuation.

(g) Sabbatical Leave shall not be granted for less than six months at a time, and splitting of Sabbatical Leave is not permissible and cannot be utilized in parts.

(h) If the Leave is less than the maximum permissible period, it would still be presumed that the opportunity has been fully utilized, and the eligibility criteria would apply afresh from the date of reporting back from such Leave.

(i) The faculty member shall specify the places she/ he proposes to visit, the nature of work they propose, and how this would contribute to their academic development.

(j) While recommending the Leave, the Head of the Department/ Centre has to certify that alternative arrangements have been made for sharing the academic, research, and project activities and other departmental duties and commitments of the faculty member concerned during his absence.

(k) A faculty member with a long-term project may request permission to avail himself of Sabbatical Leave only after one year from the commencement of a project and only if a co-investigator, as approved by the funding agency is available to take care of the project.

(l) At any point in time, in a Department, a maximum of 15% of the sanctioned strength of the academic staff members of the Department (subject to any fraction in the figure thus arrived at being rounded off to the next higher integer) may be permitted to avail of long Leave either within India or abroad. No substitute will be appointed in the vacancy, and the other faculty members will share the work. This 15% rule will not apply in the case of faculty members who are 55 or more years old.

(m) No other type of Leave except leave at credit EL/HPL up to a maximum of 120 days will be permitted as an extension of Sabbatical Leave.

(n) A faculty member who does not have the required period of service in the Institute on his return, may, however, be eligible for Leave at credit such as EL and HPL for a visit abroad to accept academic responsibilities.

(o) The Board may constitute a sub-committee as Standing Committee to look into the proposals received from the faculty/scientific staff for sabbatical leave and EOL (Long Leave) to recommend to the Board for further consideration and approval:

**The constitution of the Board Standing Committee may be:**

1. Director: Chairman (Ex-officio)

2. A Nominee from BOG (Nominated by Director): Member
3. Concerned HoD.
4. Dean (Academic Affairs): Member (Ex-officio)
5. Dean (Faculty Affairs): Member (Ex-officio)
6. Dean (R&D): Member (Ex-officio)
7. Registrar: Member (Ex-officio)
8. Deputy Registrar (Admin): Secretary (Ex-officio)

(p) The terms and references of the Board Standing Committee

- (i) To scrutinize requests of faculty members and to make a recommendation to the Board regarding the applications for long Leave (EOL) / Sabbatical Leave / other Long Leave for going abroad or within India to take any assignment or academic work.
- (ii) To examine the request of faculty members seeking financial assistance for attending international conferences abroad including scrutiny of their published research papers.
- (iii) To go into the rules/norms for financial assistance as well as revision of the format of the pro forma for applying for assistance.

#### **12.14 Special Leave**

- (a) Members of the faculty proceeding for practical training out of India shall be entitled to special Leave as may be determined by the Standing Committee in each case.
- (b) Faculty Members shall be entitled to special Leave for attending conferences / seminars / symposia / legitimate academic activities, provided that such member is going in his/her capacity and not as a representative or a delegate of the Institute.
- (c) Special Leave is generally granted to faculty members to accept academic assignments abroad for availing competitive scholarships and fellowships such as Humboldt Foundation fellowship, Boyscast fellowship, Commonwealth fellowship etc. The faculty member must have put in at least three years of service and should have applied for such fellowships through proper channels (the Institute should have forwarded the applications). During the special Leave, the Faculty draws full salary in the Institute in addition to the fellowship amounts.

#### **12.15 Project Leave**

A member of the academic staff may also be granted Project leave for an additional period not exceeding fifteen days in a calendar year for the execution of consultancy work or a sponsored research project.

#### **12.16 Work Related Illness and Injury Leave (WRIIL)**

The authority competent to grant Leave may grant Work Related Illness and Injury Leave (WRIIL) to an academic staff member who suffers illness or injury that is attributable to or aggravated in the performance of her/his official duties or consequence of her/his official position subject to the following provisions: -

- (a) Full pay and allowances will be granted to a staff member during the entire period of hospitalization on WRIIL.
- (b) Beyond Hospitalization, WRIIL shall be governed as follows: -
  - (i) Full pay and allowances for the six months immediately following hospitalization and Half Pay only for 12 months beyond the said period of six months. The Half Pay period may be commuted to full pay with the corresponding number of days of Half Pay Leave debited from the member's leave account.
- (c) No Earned Leave or Half Pay Leave will be credited during the period that the member is on WRIIL.
- (d) In case of persons to whom the Workmen's Compensation Act, 1923 applies, the amount of leave salary payable under WRIIL shall be reduced by the amount of compensation payable under the Act.

### **12.17 Quarantine Leave**

- (a) Quarantine leave is granted when an academic staff member is precluded under orders of the competent medical authority from attending office as a consequence of an infectious disease in her/ his family or household. Such leave can be granted only on the certificate of a medical or public health officer. The maximum duration of Quarantine leave is ordinarily twenty-one days and may be extended up to thirty days in exceptional circumstances. Any absence beyond these limits has to be treated as regular leave. A member of staff on Quarantine leave is not treated as absent from duty and her/his pay is not interrupted.
- (b) Quarantine leave is not admissible if the academic staff member suffers from an infectious disease.
- (c) Cholera, Smallpox, Plague, Diphtheria, Typhus fever, and Cerebrospinal Meningitis can be treated as infectious diseases for the grant of Quarantine leave. In the case of Chicken-pox, however, no Quarantine leave can be granted unless the Chief Medical Officer considers that in view of some doubt about the nature of the disease, there is a reason for grant of such leave.

### **12.18 Special Leave connected with inquiry of Sexual Harassment**

- (a) Leave up to a maximum of 90 days shall be granted to an aggrieved female staff member on the recommendation of the Internal Committee or Local Committee, as the case may be, during the pendency of inquiry under Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
- (b) The leave so granted, shall not be debited against the leave account.

### **13. Leave to Faculty Members on Academic Grounds:**

In addition to the above-mentioned leave, the faculty members may be allowed Leave on Foreign Service terms on academic grounds. Such leave can be short or long, as explained below.

#### **13.1 Leave on Foreign Service Terms**

##### **13.1.1 Definition**

Leave on Foreign Service Terms means leave granted to serve elsewhere in which the employee receives pay from another organization. This is a mechanism to permit an employee to take up a remunerative position elsewhere while maintaining a lien at the Institute and continuing to draw increments and retirement benefits at the Institute.

##### **13.1.2 Contributions:**

An employee granted Leave on Foreign Service terms must pay pension and leave salary contributions if governed by the Pension Scheme and Institute's share of CPF, Gratuity contribution, and Leave Salary Contribution if governed by CPF-cum Gratuity Scheme. Besides, the employee must pay their contribution towards GPF/CPF. For details, see Annexure - B.

#### **13.2 Short Leave on Foreign Service Terms:**

##### **13.2.1 Definition:**

Any leave of absence exceeding a month during a semester and up to a maximum period of one semester with the provision of prefixing and/or suffixing vacation periods will be called SHORT LEAVE.

##### **13.2.2 Eligibility:**

13.2.2.1 Two full semesters should have been spent at the Institute after returning from the last Short or Long Leave or after initial joining the Institute.

13.2.2.2 The obligations of any previous bond should have been fulfilled. This may be relaxed at most once in the faculty member's tenure at this Institute.

##### **13.2.3 Terms and Conditions:**

It must be ensured that prior and proper arrangements are made to discharge responsibilities, such as those concerning sponsored projects, the guidance of research work of students, teaching duties, etc.

#### **13.3 Long Leave on Foreign Service Terms**

##### **13.3.1 Definition:**

Any leave of absence overlapping two or more semesters shall be called LONG LEAVE.

### **13.3.2 Eligibility:**

13.3.2.1 Five years should have been spent at the Institute, including Leave as due availed, after joining the Institute or return from the previous Long Leave or Sabbatical Leave, whichever is most recent. This may be relaxed up to two years for Assistant and Associate Professors availing Long Leave for the first time in their tenure as faculty members at this Institute.

13.3.2.2 Two full semesters should have been spent at the Institute after return from the last Short Leave. The Institute may relax this requirement to one semester if Short or Long Leave has not been availed in the ten years preceding the last availed Short Leave.

### **13.3.3 Terms and conditions:**

13.3.3.1 It must be ensured that prior and proper arrangements are made to discharge responsibilities such as those concerning sponsored projects, guidance of research work of students, teaching duties etc.

13.3.3.2 The maximum permissible period of Long Leave is 2 Years.

Not more than 20% (rounded off to the following whole number) of the existing Faculty of a department can be given Long Leave at any given time.

13.3.3.3 The person granted Long Leave will execute a bond as given in Annexure-C to serve the Institute for one year on return from the Leave if the Long Leave is up to one year and for a period of three years if the Long Leave is for more than one year. The bond will be for Rs. 1,00,000/- (Rupees one lakh only).

### **13.4 Terms and Conditions for Long Leave for Higher Studies/ Training:**

Long Leave for prosecuting higher studies/training towards a degree/diploma shall be granted rarely and under exceptional circumstances by the Board.

### **13.5 Deputation on Foreign Service Terms:**

(i) A permanent academic staff member may be deputed to a Government organization or an autonomous body drawing major funding from the Government of India, an industrial enterprise, an R&D organization, or an academic institution of repute if this is in the interest of the Institute.

(ii) In the case of deputation to a higher position in a national laboratory/ institution of national importance/ public sector undertaking or a senior position in a central or state government department/ organization, the maximum period of deputation will be five years provided the appointment is in India. In all other cases, it



shall be restricted to two years. The Board may extend the period of Long Leave for such deputation.

(iii) There should be at least one-year service period left after return from deputation. This period could be reduced further and even waived under special circumstances by the Board, depending on the merits of individual cases.

The obligation of any previous bond must be fulfilled for the grant of deputation. The Board may, however, relax this condition in special cases.

### **13.6 General Terms and Conditions:**

(i) Leave of absence of any kind given or a combination thereof during the semester(s) for more than a month for academic purposes will be treated as Short or Long Leave as the case may be and will accordingly count such a leave for qualifying service required for the sanction of any further Short / Long Leave.

(ii) Leave of any kind can be converted into another kind of Leave as per the provisions.

(iii) Leave sanctioned must be availed for which it is granted and at the place approved. Changes are permissible only with prior approval of the Institute.

(iv) No faculty members shall proceed on Leave unless all the prescribed formalities have been completed and formal orders have been issued.

(v) A joining report after availing of Leave is mandatory. This should include a statement of activities during the leave period and give information on patents granted, technology transfer achievements, etc.

(vi) If an extension to the Leave granted is sought, an application for the same should reach the Institute at least three months before the expiry of the Leave already sanctioned. In such cases the decision will be communicated in advance. Unless a sanction for extension is received, the applicant is obliged to rejoin the Institute as per Leave already sanctioned. Extension of Leave will automatically extend the bond period as per rules.

(vii) The grant of Long Leave will be considered by the appropriate committee(s) whose recommendations will be submitted to the Director.

(viii) Overstaying beyond the sanctioned Leave may attract disciplinary action, and permission to join the Institute has to be invariably obtained in such cases.

(ix) The Institute may, for good and sufficient reasons to be recorded, grant relaxation of the conditions given above to the extent considered reasonable.

## **14. Lien**

14.1 For availing the lien, the staff member must have completed FIVE YEARS of uninterrupted qualified service at IPE and must not have taken any long leave (more than or equal to 180 days) during the service period at IPE.

14.2 Lien conditions as per rules shall have to be borne by the employee concerned or the prospective employer, as the case may be. An undertaking to this effect shall have to be furnished prior to the grant of lien.

14.3 The maximum period of the lien admissible shall normally be two years. Provided, further that the Director shall be the final authority in making any exception to the above.

14.4 In the case of appointment of a permanent employee of this Institute to any other Institute of National Importance or outside post, their lien shall be retained subject to the approval by the Competent Authority.

14.5 The employee could retain lien for two years at the Institute Post if he had put in at least five years of service as mentioned at para 14.1. For retention of lien for another two years, he will have to put in such an uninterrupted service for another five years at this Institute. The lien may be retained for a period not exceeding two years at a stretch. Generally, there is no restriction on number of occasions for retention of lien.

**15. Conditions for Accepting Remunerative Appointment in India:**

Employees intending to accept other remunerative appointments in India should have to apply through the Institute's proper channels. Provided further that the Director shall be the final authority in making exception to the above. Applications of the employees for the purpose may be considered, for forwarding, subject to the condition that no application shall be forwarded for the FIRST TWO YEARS from the date of initial appointment of an employee or during the probation period.

**16. Limit of Total Absence:**

A member of the academic staff ceases to be in the service of the Institute if he is continuously absent from duty for five years, whether with or without Leave, unless the Visitor, in view of the exceptional circumstances of the case, otherwise determines.

**17. Leave Salary:**

During Earned Leave & Commuted Leave: Equal to pay drawn immediately before proceeding on leave.

During Half Pay Leave or Leave Not Due: Equal to half the amount of leave salary on Earned Leave.

Extraordinary Leave: Not entitled to any leave salary.

**18. Cash Equivalent of Leave Salary in Certain Cases:**

In case an employee dies while he is in service, the cash equivalent of the leave salary that the deceased employee would have got had he gone on earned Leave on the date of death shall be given to his family subject to a maximum of leave salary for 300 days or any other period as the Board may fix from time to time.

19. **Cash Payment in lieu of Unutilized Earned Leave on the Date of Retirement:**

An employee may be paid cash equivalent of leave salary admissible in respect of the period of EL at his credit at the time of retirement on superannuation in one lump sum as a one-time settlement subject to a maximum of such number of days, and further subject to other conditions as laid down by the Board/Council/Central Government from time to time.

20. **Leave Preparatory to Retirement:**

An employee may be permitted by the authority competent to grant leave to take leave preparatory to retirement to the extent of EL due, not exceeding 300 days together with half pay leave due, subject to the condition that such Leave extends up to and included the date of retirement.

21. **Power to Relax:**

Where the Board is satisfied that the operation of any of these rules causes undue hardship on any particular case, the Board may, for reasons to be recorded in writing, dispense with or relax the requirements of that rule to such extent and subject to such exceptions and conditions as it may consider necessary for dealing with the case in a just and equitable manner.

22. Any other special leaves can be availed with the prior approval of the competent authority within the frame work of the rules.

23. **Interpretation of Rules:**

Any doubt or dispute arising about interpreting these rules shall be referred to the BoG, whose decision shall be final and binding on all.

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**ANNEXURE– "A"**  
**PROFORMA FOR THE BOND FOR SABBATICAL LEAVE**  
**(On non-judicial stamp paper of Rs. 100/-)**

WHEREAS I \_\_\_\_\_ am granted Sabbatical Leave by the Institute for the period of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

AND WHEREAS in accordance with Rule 12.13 (f)(v) of the Leave Rules of the Institute and for the better protection of the Institute interest, the Obliger has agreed to execute this Bond with such conditions as hereunder are written:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS THAT I, \_\_\_\_\_ the Obliger, do hereby undertake to serve the Institute for a minimum period of three years from the date of my return to duty from Sabbatical Leave and in the event of my failing to resume duty after the expiry of termination of the period of Sabbatical Leave or at any time within a period of three years after my return to duty or in the event of my removal or dismissal from service for any kind of misconduct during the aforesaid period, I shall forthwith pay to the Institute or/on demand a sum equal to the salary including allowances drawn by me from the Institute during the period of my Sabbatical Leave together with interest thereon from the date of demand at Government rates for the time being in force on Government loans.

AND WHEREAS upon my failure to reimburse the required sum hereinbefore stated the Institute shall be at liberty to recover the said sum from the amount of my Provident Fund or any other amount standing at my credit with the Institute or shall be, otherwise, also fully recoverable from me, if no sufficient credit balance stands in my name.

AND UPON my 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.

THE bond shall be in all respects governed by the laws of India for the time being in force and rights and liabilities hereunder shall where necessary be accordingly determined by the appropriate courts in India,

SIGNED AND DELIVERED BY \_\_\_\_\_  
\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ the  
year \_\_\_\_\_

\_\_\_\_\_  
Signature of Obliger

In the presence of Witnesses

1. \_\_\_\_\_  
(Signature with full address)

2. \_\_\_\_\_  
(Signature with full address)

**ANNEXURE– "B"**  
**FOREIGN SERVICE CONTRIBUTIONS**

**a) Subscription towards GPF/CPF**

An employee on foreign service in India or abroad is required to subscribe to the Fund monthly.

**b) Pensionary Contribution**

An employee on foreign service in India or abroad, who has opted for GPF – cum – Pension – cum – Gratuity Scheme, is required to pay pensionary contributions for the period of foreign service at the rates given in the following table. These rates are subject to changes made by Government of India for their employees. The pensionary contribution is worked out on the maximum of pay of the post irrespective of pay one draws at the time of foreign service.

PENSION CONTRIBUTION (Subject to amendments as per GoI orders on the subject)

According to GoI, Dept. of Per.& Trg., O.M.No.2/34/2008-Estt.(Pay II), dated 19.11.2009, pension contribution payable during the active period of his foreign service shall be based on the existing basic pay in the pay level of the post held at time of proceeding on foreign service and in case he receives pro forma promotion/financial upgradation while on foreign service on the basic pay fixed on such promotion/financial upgradation.

Year of service	Rates of monthly contribution expressed as percentage			
	Group 'A'	Group 'B'	Group 'C'	Group 'D'
0-1 year	7%	6%	5%	4%
1-2 Years	7%	6%	6%	4%
2-3 "	8%	7%	6%	5%
3-4 "	8%	7%	7%	5%
4-5 "	9%	8%	7%	5%
5-6 "	10%	8%	7%	6%
6-7 "	10%	9%	8%	6%
7-8 "	11%	9%	8%	6%
8-9 "	11%	10%	9%	7%
9-10 "	12%	10%	9%	7%
10-11 "	12%	11%	10%	7%
11-12 "	13%	11%	10%	8%
12-13 "	14%	12%	10%	8%
13-14 "	14%	12%	11%	8%
14-15 "	15%	13%	11%	9%
15-16 "	15%	13%	12%	9%
16-17 "	16%	14%	12%	9%
17-18 "	16%	14%	13%	10%
18-19 "	17%	15%	13%	10%
19-20 "	17%	15%	13%	10%
20-21 "	18%	16%	14%	11%
21-22 "	19%	16%	14%	11%
22-23 "	19%	17%	15%	11%
23-24 "	20%	17%	15%	12%
24-25 "	20%	17%	16%	12%
25-26 "	21%	18%	16%	12%
26-27 "	21%	18%	16%	13%

27-28	,,	22%	19%	17%	13%
28-29	,,	23%	19%	17%	13%
29-30	,,	23%	20%	18%	13%
Over 30 years		23%	20%	18%	14%

**c) Institute's Contribution and Gratuity Contribution for CPF beneficiaries.**

An employee on foreign service in India or abroad who has opted for CPF- cum-Gratuity Scheme is required to pay for Institute's contribution @10% of pay which he/she would have been drawing at this Institute had he/she not proceeded on foreign service.

Besides the above, the Gratuity Contribution at the rate of one fourth of pay in the preceding para for each completed six monthly period of service has to be paid.

**d) Leave Salary Contribution:**

An employee on foreign service in India is required to pay towards leave salary contribution at 11% of pay drawn in foreign service.

**e) Interest on Overdue Payment**

Foreign service contributions including Leave salary due in respect of an employee on foreign service may be paid annually within fifteen days from the end of each financial year or at the end of the foreign service, if the deputation on foreign service expires before the end of a financial year, and if the payment is not made within the said period, interest must be paid to the Institute on the unpaid contribution at the rate of two paise per day per Rs. 100/- from the date of expiry of the period up to the date on which the contribution is finally paid.

**ANNEXURE C**  
**PROFORMA FOR THE BOND FOR LEAVE ON FOREIGN SERVICE TERMS**  
**(on general stamp paper of Rs. 100/-)**

KNOWN ALL MEN BY THESE PRESENTS that we \_\_\_\_\_ son of Shri \_\_\_\_\_ ordinarily residing at \_\_\_\_\_ and \_\_\_\_\_ (surety) S/o \_\_\_\_\_ ordinarily residing at \_\_\_\_\_, do hereby bind ourselves and our respective heirs, executors, and administrators to pay to the Indian Institute of Petroleum and Energy, Visakhapatnam hereinafter referred to as the Institute, on demand the sum of Rs. 1,00,000/- (Rupees one lakh only) whereas the above bounden \_\_\_\_\_ has been permitted by the Institute to accept a teaching/research assignment in (Country) \_\_\_\_\_ for a period of from \_\_\_\_\_ to \_\_\_\_\_ NOW THE CONDITIONS OF THE ABOVE WRITTEN OBLIGATION IS THAT: In the event of the above bounden (obligor)

- a) Not conforming to the terms and conditions on which he has been permitted to accept the assignment as aforesaid.
- b) Failing to rejoin the Institute on or before the expiry of period hereinbefore mentioned for which he has been permitted to proceed to \_\_\_\_\_ the post originally held by him in the Institute on salary which he would have ordinarily drawn if he would not have gone to \_\_\_\_\_ on Research/Teaching assignment as aforesaid and serve the Institute for a minimum period of one year if the Leave is for one year and serve for three years if the Leave is for more than one year;

He/ She (Obliger) \_\_\_\_\_ and the above bounden (Surety) \_\_\_\_\_ shall forthwith pay to the Institute on demand entire amount paid to him or expended on his account in respect of the said assignment, travelling expenses, or otherwise on account of his having been permitted to accept the assignment as aforesaid and salary or pay during the period of assignment subject to maximum of Rs. 1,00,000/- (Rupees one lakh only) and interest thereon calculated at six percent per annum from the date of demand.

And upon their making such refund the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

PROVIDED ALWAYS that the liability of the said (Surety) \_\_\_\_\_ hereunder shall not be impaired of discharge by reason of extension of time being granted or by any forbearance, act or omission of the Institute or any person authorized by it whether with or without the consent or knowledge of the said (Surety) nor shall it be necessary for the Institute to sue to said (Obliger) \_\_\_\_\_ before suing the said (Surety) \_\_\_\_\_ for amounts due hereunder.

PROVIDED FURTHER that his Bond shall in all respect be governed by the laws of India.

SIGNED AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ year and by the above bounden obliger.

\_\_\_\_\_  
(Obliger)

In the presence of

1. \_\_\_\_\_ (Signature with full address)

2. \_\_\_\_\_ (Signature with full address)

Signed and delivered on \_\_\_\_\_ day of \_\_\_\_\_