

**INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES),
DHANBAD**

LEAVE RULES

The Board of Governors enacts the following Leave Rules for the employees of the Indian Institute of Technology (Indian School of Mines), Dhanbad:-

- 1 (1) These rules shall come into force from such date as the Board may appoint therefore.
- (2) The leave rules shall be applicable to all employees of the Institute, whether regular or temporary, on contract in a pay scale unless otherwise stated differently in their appointment letters/ contract, or they are governed by any other terms and conditions of service.

2. Definitions

In these rules, unless the context otherwise requires:-

- (a) "Commutated Leave" means leave as provided under paragraph 19.
- (b) "Vacation" means vacation declared during the intervening periods of two academic Semesters for the vacation employees of the Institute.
- (c) "Completed years of service" means continuous service of the specified duration under the Institute and includes periods spent on duty as well as on deputation and extraordinary leave.
- (d) "Earned Leave" means leave earned in respect of periods spent on duty.
- (e) "Half Pay Leave" means leave earned in respect of completed years of service calculated according to the provisions hereinafter contained.
- (f) "Holidays" means a holiday notified as such by the Institute.
- (g) "Leave" includes earned leave, half-pay leave, commuted leave, leave not due, and extraordinary leave.
- (h) "Leave salary" means the monthly amount paid to an Institute employee on leave.

- (i) "Sabbatical Leave" means leave granted to any member of the academic staff for any of the objects mentioned in the following paragraph 27.
- (j) "Leave Year" means the calendar year, i.e. the period commencing from January 1 to December 31 of the year.
- (k) "Pay" means the monthly amount drawn by an Institute employee and will include:
 - (i) Basic Pay
 - (ii) Dearness Allowance Pay
 - (iii) Dearness Allowance
 - (iv) Special Pay
 - (v) Personal Pay
 - (vi) Any other payment which may be specifically treated as pay by the Board.
- (l) "Average pay" means the average of salary of 10 calendar months prior to the month in which the leave commences. Half average pay means half of the average pay as defined above.
- (m) "Vacation employee" means that employee who is entitled to the summer, Puja and winter vacations.

3. Vacation

1. The Institute shall declare summer, winter and Puja vacations during the intervening periods of two semesters in each calendar year. The Institute may also declare a mid -semester break in each semester for the students of Bachelor's and Master's Programmes, which may be availed by the employees involved in teaching.
2. The Institute shall notify the Departments/Academic Centers in which the teachers and such other academic staff as the Institute may declare therefor, from time to time, shall be eligible to avail vacation. Such employees shall be called the Vacation Staff. The employees, other than teachers of the designated Departments/Academic Centers and such other academic staff as have been declared Vacation Staff, shall be treated as Non-Vacation staff.
3. The Institute will notify the period of the summer and winter vacations each year. The total period of the vacations so declared shall not be less than 60 days in any given calendar year. However, a member of the vacation staff cannot avail more than 60 days of vacation in a calendar year.

Provided that a member of the Vacation Staff entitled to vacation shall not be allowed to proceed on vacation and/ or leave station until he certified that he has completed all the examination and other related works assigned to him/her.

- Note :
- (i) Vacation employees can be assigned academic or administrative duties by the Controlling Officer/ Institute during the vacations.
 - (ii) Those not availing vacation shall have earned leave accrued as per rules provided hereafter.
 - (iii) Vacation may be combined with any other kind of leave.
 - (iv) During the first year of service (including the period of probation) a member of vacation staff shall not be entitled to vacation. However, such staff shall accrue earned leave on pro-rata basis as per rules given under Section 20 of the rules.

4. Right of Leave

Leave cannot be claimed as a matter of right and, when the exigencies so demand, leave of any description may be refused or revoked by the authority empowered to sanction the leave.

5. Authority empowered to sanction Leave

- (1) Applications for leave shall be addressed to the Board by the Director and to the Director by the other members of the staff.
- (2) Leave may be sanctioned by the Director or by a member of the staff to whom the power has been delegated by the Director.
- (3) The Board may sanction leave to the Director, but the Director can avail himself of casual leave on his own authority.

6. Commencement and Termination of Leave

- (1) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day preceding the one on which duty is resumed.
- (2) Saturdays, Sundays and other holidays or the vacation may be prefixed as well as suffixed to leave, as applicable, subject to any limit of absence on leave prescribed under each category of leave.

7. Combination of Leave

Except as otherwise provided in these rules, any kind of leave under these rules may be granted in combination with or in continuation of any other kind of leave, subject to any limit on the aggregate period of absence as may be prescribed in such cases.

8. Grant of Leave beyond the Date of Retirement and in the Event of Resignation

- (1) No leave shall be granted beyond the date on which a member of the staff must compulsorily retire.

Provided that the authority empowered to grant leave may allow any member of the staff, who had been denied earned leave in whole or in part on account of exigencies of service, the whole or any portion of the earned leave so denied even though it extends to a date beyond the date on which such member of the staff must compulsorily retire.

Provided further that a member of the staff whose service has been extended in the interest of public service beyond the date of his compulsory retirement, or who has been reemployed after his superannuation may be granted earned leave as under:

- (i) During the period of extension, any earned leave due in respect of the period of such extension and to the extent necessary, the earned leave which would have been granted to him under the preceding proviso had he retired on the date of compulsory retirement;
- (ii) After the expiry of the period of extension
- (a) the earned leave which could have been granted to him under the preceding proviso, had he retired on the date of compulsory retirement, diminished by the amount of such leave as availed of during the period of extension and
- (b) any leave earned during the period of extension as has been formally applied for as preparatory to final cessation of his duties in sufficient time during the period of extension and refused to him on account of exigencies of public service and/ or the interest of the Institute;

- (v) In determining the amount of earned leave due during the period of extension the earned leave, if any, admissible under the preceding proviso shall be taken into account.

Note: For the purpose of this paragraph, a member of the staff may be deemed to have been denied leave only if a sufficient time before the date on which he must compulsorily retire or the date on which his duties finally cease he has either formally applied for leave and been refused it on the ground of exigencies of service or has ascertained in writing from the sanctioning authority that leave, if applied for, would not be granted on the aforesaid ground.

- (2) If any employee of the Institute resigns, he shall not be granted either prior or subsequent to his/her resignation, any leave due to his/her credit provided that the Director, may, in any case, grant leave to an employee prior to his/ her resignation if, in the opinion of the Director, the circumstances of the case justify such grant of leave.

Provided also that the Director may set-off any leave due to an employee against his/her prescribed notice period for resignation.

9. Conversion of one kind of leave into another kind

- 1. At the request of a member of the staff the sanctioning authority may convert any kind of leave including extraordinary leave, retrospectively into leave of a different kind which may be admissible as on the day on which the member of staff proceeded on leave; but the member of the staff cannot claim such conversion as a matter of right.
- 2. If one kind of leave is converted into another, the amount of leave salary and allowances admissible shall be recalculated and either the arrears of leave salary and allowances shall be paid or amount overdrawn shall be recovered, as the case may be.

10. Rejoining of Duty on Return from Leave on Medical Grounds

A member of the staff, who has been granted leave on medical grounds, shall be required to produce a medical certificate of fitness before resuming duty.

11. Rejoining of Duty before the Expiry of Leave

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

12. General

- (1) Leave should always be applied for and sanctioned before it is taken, except in cases of emergency and for satisfactory reasons. They shall, however, inform the Controlling Authority at the earliest of the reasons for leave of absence.
- (2) Continuous temporary service followed by permanent service without any break shall be included in permanent service for the purpose of computation of leave.

13. Kinds of Leave

- (1) The following kinds of leave shall be admissible to members of the staff:-

- (a) Casual Leave,
- (b) Special Casual Leave,
- (c) Project Leave,
- (d) Special Leave,
- (e) Half-Pay Leave,
- (f) Commuted Leave,
- (g) Earned Leave,
- (h) Extraordinary Leave,
- (i) Maternity/Paternity Leave,
- (j) Leave to a female employee on adoption of a child,
- (k) Hospital Leave,
- (l) Quarantine Leave,
- (m) Leave not Due,
- (n) Sabbatical Leave,
- (o) Child Care Leave,
- (p) Leave to faculty members on academic grounds.

- (2) Casual leave, quarantine leave and holidays shall be treated as being on-duty.

14. Casual Leave

- (1) Casual leave is not earned by duty. A member of the staff on casual leave is not treated as absent from duty and his pay is not intermitted. Casual leave cannot be claimed as a matter of right and its grant is always subject to the exigencies of service and subject to a maximum of such number of days in the aggregate in a calendar year, as the Board may fix from time to time.

- (2) Casual leave may be granted at the discretion of the sanctioning authority as and when occasion arises, provided that

the total period of absence including Saturdays, Sundays and other holidays intervening, prefixed or suffixed shall not ordinarily exceed nine days at a time. Saturdays, Sundays and holidays, whether intervening, prefixed or suffixed, shall not be counted as casual leave.

- (3) Casual leave cannot be combined with any other kind of leave. However, casual leave can either be prefixed or suffixed with vacation, but not the both.
- (4) Half-day casual leave can be granted to an employee.

15. Special Casual Leave

- (1) Special casual leave, not counting towards ordinary casual leave, may be granted to a member of the staff when he is:—
 - (i) summoned to serve as a Juror or Assessor or to give evidence before a court of law as a witness in a civil or a criminal case in which his private interests are not at issue;
 - (ii) deputed to attend a reference library of other institutes or conferences and scientific gatherings of learned and professional societies or a training programme in the interest of the Institute;
 - (iii) requested/ invited to act as an examiner or an expert in Selection Committees/ Assessment Committees or any other academic/ administrative committees at any other Organization/ Institution;
 - (iv) required to be absent for any research, sponsored research or consultancy;
 - (v) deputed to participate in sports events and related activities;
 - (vi) required to be absent for vasectomy or tubectomy/ laproscopy operation to the extent of 6 working days to male employees and 14 days to female employees;
 - (vii) an office bearer of a recognized union/forum and is required to participate in a meeting/ activity of the union/forum;
 - (viii) required to be absent for any other purposes approved by the Director/ Board of Governors.
- (2) The periods of such leave, as given in sub-section (1) (i) to (1) (viii) admissible in a calendar year, shall ordinarily not exceed fifteen days but should, however, be sufficient to cover the period of absence necessary. The conditions under which such leave will be granted, will, if necessary, be laid down by the Board.

16. Project Leave

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

17. Special Leave

(1) Members of the staff deputed for practical training out of India shall be entitled to special leave as may be determined by the Board in each case.

(2) Members of the staff shall be entitled to special leave for attending Conferences/Seminars/Symposia, etc. abroad, provided that such member is going in his/her individual capacity and not as a representative or a delegate of the Institute.

18. Half Pay Leave

(1) The half pay leave admissible to a member of the staff in respect of each completed year of service shall be 20 days or such number of days as the Board/Council may fix from time to time.

(2) Half pay leave may be granted to a member of the staff on medical certificate or on private affairs. No half pay leave may be granted to a member of the staff in temporary appointment except on medical certificate.

Provided that, in case of a temporary member of staff, no half pay leave will be granted unless the authority competent to sanction leave has reason to believe that the employee will return to duty on the expiry of the leave, except in the case of an employee who has been declared completely and permanently incapacitated for further service by a Medical Board appointed by the Director.

19. Commuted Leave

(1) Commuted leave not exceeding half the amount of half pay leave may be granted on medical ground to a member of the staff subject to the following conditions:

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

(b) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days or such number of days as the Board/Council may decide from time to time, provided that no commuted leave may be granted under this provision unless the authority competent to sanction leave has reason to believe that the member of the staff will return to duty on its expiry.

- (2) Half pay leave, up to a maximum of 90 days or such number of days as the Board/Council may decide from time to time, may be allowed to be commuted during the entire service where such leave is utilized for an approved course of study/ training which is certified to be in the interest of the Institute by the authority competent to sanction leave.

20. Earned Leave

Earned Leave is admissible to a member of the vacation/ non-vacation staff.

A. Vacation Staff:

- (1) During the period of calendar year, the period of vacation for an employee entitled to it will be sixty five days or such number of days as the Board/Council may fix from time to time.
- (2) In case such a member of the staff is required to return on duty during the whole or any part of the vacation, he shall be eligible to the following amount of earned leave on full pay:

Duration of duty during vacation	Eligibility to earned leave on full pay
Entire vacation	Thirty days
Part of vacation	$30 \left(1 - \frac{\text{No. of days of vacation availed}}{60} \right)$

- (3) If vacation is combined with earned leave, the whole spell will be reckoned as earned leave for the purpose of applying the limit up to which earned leave can be taken at a time.
- (4) The accrued leave of every member of the vacation staff shall be credited with earned leave in the month of January every year and the total leave as the credit of the employee shall be carried forward to the next year, subject to the condition that the leave so carried forward plus the credit of the last year do not exceed the maximum limit as may be fixed by the Board/Central Government/Council from time to time.

B. Non-vacation Staff:

- (1) The earned leave admissible to a member of the staff other than vacation staff, shall be thirty days in a calendar year.

- (2) The leave account of every employee shall be credited with earned leave in advance in two instalments of fifteen days each on the first January and first July every year.
- (3) The leave at the credit of an employee at the close of the previous half year 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 fixed by the Board/ Council from time to time.

C. Limits of Accumulation and Grant of leave period (applicable to all members of the staff):

- (1) A member of the staff shall cease to earn such leave when the earned leave amounts to three hundred days or such number of days as the Board/ Council may fix from time to time.
- (2) The maximum amount of earned leave that can be granted to a member of the staff at a time shall not exceed 50% of the maximum limit on the accrual of the earned leave. Earned leave may be granted for a period exceeding 50% of the maximum limit if the entire leave so granted or any portion thereof is spent outside SAARC countries, provided that when earned leave exceeding 50% of the maximum limit is so granted, the period of such leave spent within SAARC countries, shall not in the aggregate exceed 50% of the maximum limit.

21. Extraordinary Leave

- (1) Extraordinary leave shall always be without leave salary and may be granted when no other kind of leave is admissible or when other leave being admissible, the member of the staff concerned specifically applied in writing for the grant of extraordinary leave.
- (2) The period of extraordinary leave shall not count for increment except when such leave is granted due to sickness on medical certificate or for pursuing higher studies including post-doctoral research, provided that in case of any doubt whether the extraordinary leave taken was for pursuing higher studies including post-doctoral research or not, the decision of the Chairman of the Board of Governors shall be final.
- (3) (a) Except in the case of a permanent employee, the duration of extraordinary leave on any one occasion shall not exceed the following limits:

- (i) three months;
 - (ii) six months, in case of an employee who has completed three years continuous service on the date of expiry of the leave admissible to him under the rules and his request for such leave is supported by a Medical Certificate;
 - (iii) eighteen months where the employee is suffering from cancer, mental illness, pulmonary tuberculosis pleurisy of tubercular origin, tuberculosis of any part of the body and leprosy or any other disease which has rendered the employee incapable to perform his duties as certified by the Chief Medical Officer of the Institute, and is undergoing treatment either in a recognized hospital/clinic or under a specialist.
- (b) In the case of a permanent employee, the duration of extraordinary leave on any one occasion shall not exceed two years for assignments in India or abroad.
 - (c) Where an employee, fails to resume duty on expiry of the maximum amount of extraordinary leave granted to him or where such an employee who was granted a lesser amount of extraordinary leave than the maximum amount admissible to him, remains absent from duty for any period which, together with the period of extraordinary leave granted to him exceeds the limit up to which he could have been granted extraordinary leave under sub-rule (a), he shall, unless the Board in view of the exceptional circumstances of the case otherwise determine, be deemed to have resigned his appointment and he shall cease to be in the employment of Institute. This shall, however, be not applicable for force-majeure conditions.
- (4) Two spells of extraordinary leave, if intervened by any other kind of leave, shall be treated as one continuous spell of extraordinary leave for the purpose of applying the maximum limit.
 - (5) The authority empowered to grant leave may commute, retrospectively, the period of absence without leave into extraordinary leave.

Note: The power of commuting retrospectively periods of absence without leave into extraordinary leave is absolute and not subject to the conditions mentioned in (1) above.

22. Maternity/Paternity Leave

- (1) (a) Maternity leave may be granted to a woman employee with less than two surviving children, on full pay for a period of 180 days from the date of its commencement. The leave salary will be equal to pay drawn immediately before proceeding on leave.
 - (b) Maternity leave for a period not exceeding 45 days in the entire service can also be granted on full pay in cases of miscarriage including abortion, (irrespective of the number of surviving children) subject to the condition that the application for leave is supported by a medical certificate from Authorized Medical Attendant (AMA) .
- (2) Maternity leave is admissible to temporary employees also.
- (3) The Maternity leave shall not be debited to the leave account.
- (4) Maternity leave may be combined with leave of any other kind except casual leave but any leave applied for in continuation of maternity leave may be granted only if the application is supported by a medical certificate.
- (5) Maternity leave counts as service for increments and for pension.
- (6) Paternity leave of fifteen days (in one spell) may be given to a male employee with less than two surviving children during the confinement of his wife, i.e., up to fifteen days before or up to six months from the date of the delivery of the child. It should not normally be refused under any circumstances.
- (7) Paternity leave will not be debited to leave account. Leave salary will be the pay drawn immediately before proceeding on leave.

23. Leave to a female employee on adoption of a child:

A female employee on adoption of a child, may be granted leave of the kind due and admissible (including Leave not Due and Commuted Leave not exceeding 60 days without production of medical certificate) for a period of one year or till such time the child is one year old, whichever is earlier. However this facility will not be admissible in case she is already having two surviving children at the time of adoption.

24. Hospital Leave

- (1) Hospital leave may be granted to a member of the staff under medical treatment for illness or injury if such illness or injury is directly due to risks incurred in the course of his official duty.

- (2) Hospital leave may be granted on leave salary, either average or half average as the authority granting it may consider necessary.
- (3) A member of the staff eligible for Hospital leave will be entitled to such leave without any restriction on the quantum of leave and the leave can be granted for such period as is considered necessary by the authority competent to grant it.

25. Quarantine Leave

- (1) Quarantine leave is granted when a member of the staff is precluded under orders of the competent medical authority from attending office in consequence of an infectious disease in his family or household. Such leave can be granted only on the certificate of a medical or public health officer. 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 his pay is not interrupted.
- (2) Quarantine leave is not admissible if the member of staff himself is suffering from an infectious disease.
- (3) Cholera, Small-pox, 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 reason for grant of such leave.

26. Leave Not Due

- (1) Save as in the case of leave preparatory to retirement, leave not due may be granted to a permanent member of the staff, both on medical certificate and on private affairs, for a period not exceeding 360 days during his entire service out of which not more than 180 days in all can be on private affairs.
- (2) Leave not due shall be granted to a member of staff only if the sanctioning authority is satisfied that there is reasonable chance of the member of the staff returning to duty on expiry of leave and shall be limited to half pay leave which he is likely to earn thereafter.
- (3) Leave not due is admissible when no other kind of leave is due and admissible.
- (4) A member of the staff, while on leave not due, is entitled to the same leave salary as during half pay leave.

27. Sabbatical Leave

- (1) The Sabbatical Leave shall be admissible to a member of the academic staff—
 - (i) After the completion of six years continuous service, or more, with the Institute.
 - (ii) Where he avails of special leave, after the completion of six years service or more with the Institute after his return from such special leave; but in any case such 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 of the staff.
- (2) The Sabbatical leave may be granted for one or more of the following objects, namely:
 - (a) to conduct research or advanced studies in India or abroad Provided that the applicant should spend the time outside the institute;
 - (b) to write textbooks, standards works, research monographs and other literature. Provided that the initial ground work of submitting the book proposal form and securing a contract with a reputed publisher be completed before applying for leave;
 - (c) to visit or work in Industrial concerns and technical departments of the Government to gain practical experience in their respective fields. Provided that the applicant has to submit a copy of letter of invitation stipulating the period of engagement alongwith the application;
 - (d) to visit or work in a University, Industry or Government department, research laboratories, or any other Institute, in India and abroad. Provided that the applicant has to submit a copy of the letter of invitation stipulating period of engagement alongwith application; and
 - (e) any other purpose for the academic development of the staff member, as approved by the Board of Governors.
- (3) The grant of sabbatical leave shall be subject to the following conditions, namely:
 - (a) the period of sabbatical leave shall not exceed one year at a time including vacations, if any, but the Board may grant, in

addition, any other leave up to a maximum of 120 days which the member might have earned during the service at the Institute.

- (b) a member of the academic staff shall, during the period of sabbatical leave, be paid full salary and allowances as admissible under the normal rules but he shall not be entitled to any traveling allowance or any extra allowances in India or abroad;
- (c) no substitute shall be appointed in the vacancy and his work shall be shared by the other members of the faculty;
- (d) a member of the academic staff shall not undertake, during the period of sabbatical leave, any appointment under any other organization in India or abroad. However, such a member of the staff shall be free to receive a scholarship or fellowship or bursary or any other adhoc honorarium other than his regular employment;
- (e) a member of the academic staff availing sabbatical leave shall furnish a bond in the prescribed form to serve the Institute for a minimum period of three years on return to duty.

Note 1: The requirement of sureties for bonds be waived in respect to those employees whose Institute subscription to the CPF is sufficient to cover the amount of salary payable to them for the duration of the Sabbatical leave.

2. No ceiling in terms of money for fellowship/scholarship be prescribed in grant of sabbatical leave to academic staff, in terms of the above provisions of the Statute.

3. Sabbatical leave cannot be granted for studies leading to higher degrees.

28. Special Disability Leave

- (1) Subject to the conditions specified in this section the Board of Governors may grant special disability leave to an Institute employee who is disabled by injury unintentionally inflicted or caused in or in consequence of the due performance of his official duties or in consequence of his official position or when the employee was on duty leave or was treated as on-duty.

- (2) Such leave shall not be granted unless the disability manifested itself within 90 days of the occurrence to which it is attributed and the person disabled acted with promptitude in bringing it to the notice of the Institute. However, the Board of Governors, if it is satisfied as to the cause of the disability, may permit leave to be granted even in cases where the disability, manifested itself after more than 90 days of its occurrence. The period of leave granted shall be such as is considered necessary by a Medical Board constituted by the Director.
- (3) Such leave shall not be extended except on the recommendation of a Committee consisting of the following:
 - (i) Head of the Department/Office concerned,
 - (ii) Chief Medical Officer,
 - (iii) One Medical Officer nominated by the Director.

Such leave shall in no case exceed 730 days, may be combined with any other kind of leave, and may be granted more than once if the disability is aggravated or reproduced in similar circumstances at a later date. However, not more than 730 days of such leave shall be granted in consequence of any one disability.

- (4) Leave salary during such leave shall be for the first 120 days on full average pay and for the remaining period on half average pay.
- (5) In the case of person 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.

29. Child Care Leave:

Child care leave upto 730 days in entire service period of the female employee or single male employee is admissible as per the terms and conditions for the same as issued by the Department of Personnel and Training, GoI from time to time.

30. 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 of long as explained below.

30.1 LEAVE ON FOREIGN SERVICE TERMS

30.1.1 Definition:

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

30.1.2 Contributions:

An employee granted leave on Foreign Service terms is required to 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 has to pay own contribution towards GPF/CPF. For details, see Annexure-B.

30.2 SHORT LEAVE ON FOREIGN SERVICE TERMS

30.2.1 Definition:

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

30.2.2 Eligibility:

- i. Two full semesters should have been spent at the Institute after returning from the last Short or Long Leave or after initial joining of the Institute.
- ii. The obligations of any previous bond should have been fulfilled. This may be relaxed at most once in the tenure of faculty member at this Institute.

30.2.3 Terms and Conditions:

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

30.3 LONG LEAVE ON FOREIGN SERVICE TERMS

30.3.1 Definition:

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

30.3.2 Eligibility:

- i. 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 Professor availing Long Leave for the first time in their tenure as faculty members at this Institute.
- ii. 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.

30.3.3 Terms and conditions:

- i. It must be ensured that prior and proper arrangements are made for the discharge of responsibilities such as those concerning sponsored projects, guidance of research work of students, teaching duties etc.
- ii. The maximum permissible period of Long Leave is 2 Years.
- iii. Not more than 20% (rounded off to the next whole number) of the existing faculty of a department can be given Long Leave at any given time.
- iv. The person granted Long Leave will execute a bond as given in Annexure-C to serve the Institute for a period of one year on return from the leave if the Long Leave is upto one year and for a period of here years if the Long Leave is for more than one year. The bond will be for a sum of Rs. 1,00,000/- (Rupees one lakh only).

30.4 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 special circumstances by the Board.

30.5 DEPUTATION ON FOREIGN SERVICE TERMS

- i. A permanent member of the academic staff may be deputed to a Government organisation or an autonomous body drawing major funding from the Government of India or an industrial enterprises, 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 higher position in a national laboratory/institution of national importance/public sector undertaking or a senior position in a central or state government department/organisation, 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 period of long leave for such deputation may be extended by the Board.
- 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 merits of individual cases.
- iv. The obligation of any previous bond must be fulfilled for grant of deputation. The Board may, however, relax this condition in special cases.

30.6 GENERAL TERMS AND CONDITIONS

- i. Leave of absence of any kind given in the Statutes or a combination thereof during the semester(s) for a period of more than a month for academic purposes will be treated as Short or Long Leave as the case may be and will accordingly count as such 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 provisions of the Statutes.
- iii. Leave sanctioned must be availed for the purposes of 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 leave is mandatory. This should include a statement of activities during the leave period, and should 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 3 months before the expiry of leave already sanctioned. In such cases decision will be communicated in advance. Unless a sanction for extension is received, the applications is obliged or rejoin the Institute as per leave already sanctioned. Extension of leave will automatically extend 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.

31. Vacation and Leave Salary

- (1) An employee of the Institute entitled to vacation shall be eligible for pay and allowances at full rates during the period of vacation.
- (2)
 - (a) Except as provided in sub-para (b) below, a member of the staff on earned leave, is entitled to leave salary equal to average monthly pay drawn during the 10 completed months immediately preceding the month in which the leave commences or the substantive pay to which he is entitled immediately before the commencement of the leave, whichever is greater.
 - (b) A member of the staff who proceeds on earned leave shall be entitled to leave salary equal to the pay drawn immediately before proceeding on leave.
- (3) A member of staff on half pay leave is entitled to leave salary equal to the half amount specified in sub-para (2)(a) or (2)(b), as the case may be.
- (4) A member of the staff on commuted leave is entitled to leave salary equal to twice the amount admissible under sub-rule (3).

32. Increment during Leave

If the annual or any other increment falls due during the leave, other than casual leave, the effect of increase in pay shall be given from the day following the date of expiry (last day) of the leave as such, without prejudice to the normal date of increment.

33. Limit of Total Absence

A member of 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.

34. 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/Council may fix from time to time.

35. 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 earned leave 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.

36. Leave Preparatory to retirement:

A Government servant may be permitted by the authority competent to grant leave to take leave preparatory to retirement to the extent of earned leave 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.

37. 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;

38. Interpretation:

Whenever any conflict or doubt arises as to the interpretation of these rules the Board's decision in such cases shall be considered as final and binding on all concerned. Any inadvertent typographical error in the above Rules may be corrected by the Institute and shall be reported to the Board in the subsequent meetings.

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 27(3)(e) 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 G.I., 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 (pay in the Pay Band Plus Grade Pay) 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 (Pay in the Pay Band Plus Grade 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 foresaid 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 Technology (Indian School of Mines), Dhanbad 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 (Obliger) _____ and the above bounden (Surety) _____ shall forthwith pay to the Institute on demand entire amount 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 _____ on
thousand nine hundred 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 _____