

# **LEAVE RULES**



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# LEAVE RULES - 1995

## 1.SHORT TITLE AND COMMENCEMENT:

These Rules may be called the **Oil and Natural Gas Corporation Ltd. Leave Rules, 1995**. They shall come into force w.e.f **24.4.1995**.

## 2.APPLICABILITY:

These Rules shall apply to all Employees of the Oil and Natural Gas Corporation Limited, subject to the provisions of sub Rule 3 (e) below:

## 3.DEFINITIONS

In these Rules, unless the context otherwise requires:

a)**Company** means Oil and Natural Gas Corporation Limited incorporated under the Companies Act, 1956;

b)**Competent Authority** in relation to the exercise of any power under these Rules, means the authority to which such power has been delegated by the Company;

c)**Board** means the Board of Directors of the Company and includes in relation to the exercise of powers, any Committee of the Board or any officer of the Company to whom the Board delegates any of its powers;

d)**Continuous Service** of a specified period means the service rendered under the Company for that period without any break and includes periods spent on duty as well as on leave including extraordinary leave;

e)**Employee** means a person who is employed in the Company in a regular scale of pay and includes any such person whose services are temporarily placed at the disposal of the Central or State Government or any other Public Sector Undertaking, but does not include:

(i)any such person appointed in the Company on deputation;

(ii)any such person not in the whole time employment of the Company;

(iii) any such person paid from contingencies;

(iv) any such person who is an apprentice under training and to whom no assurance has been given for employment after completion of the training; and

(v)any other person or class of persons whom the Company may, for reasons to be recorded in writing, exclude from the scope of these Rules.

(f)In these Rules, Masculine refers to Feminine also.

## **4. RIGHT TO LEAVE:**

(1) Leave cannot be claimed as a matter of right.

(2) Full discretion shall rest with the Competent Authority to grant leave, to refuse, or revoke such leave at any time according to the exigencies of service of the Company.

### **Explanation:**

The provisions of these Rules shall not, however, be interpreted in such a way as to abridge the leave entitlement of the Employees and Employees should, as far as possible, be encouraged to take earned leave at regular intervals.

(3) An Employee under suspension is not entitled to leave.

## **5. EFFECT OF DISMISSAL OR REMOVAL OR RESIGNATION ON LEAVE AT CREDIT:**

1) Except as provided in Rule 12 and this Rule, any claim to leave to the credit of an employee, who is dismissed or removed or who resigns from Company's Service, ceases from the date of such dismissal or removal or resignation.

2) An employee, who is dismissed or removed from service and is reinstated on appeal or review, shall be entitled to count for leave his service prior to dismissal or removal, as the case may be.

## **6. RECALL FROM LEAVE:**

(1) The Authority at the level of E-7 and above has discretion to recall an Employee to duty before the expiry of his leave, if exigencies of service of the Company so require.

(2) If an Employee is out of the headquarters at the time when he is so recalled, he shall be treated as on duty from the date on which he starts the journey to report for duty, provided that until he joins duty he shall continue to get leave salary only.

(3) Travelling allowance will be admissible for such journey in accordance with relevant Rules in force.

## **7.1 Prefixing And Suffixing Of Holidays:**

a) Sundays/Holidays immediately preceding or following any type of leave shall not be counted as part of leave.

b) Sundays/holidays falling in between the first and the last day of leave will be treated as part of the leave, except in case of Casual Leave and Special Casual Leave.

## **7.2 Combination Of Leave:**

Leave may be combined as under:

- (a) All types of leave (other than Casual Leave) may be combined with one another.
- (b) Casual Leave may be combined only with special casual leave.
- (c) Special casual leave may be combined either with casual leave or with other types of leaves, but not with both.

## **7.3 CHANGE IN NATURE OF LEAVE:**

The Sanctioning Authority may at the request of an Employee and subject to consequential adjustment of leave salary, if any, convert retrospectively the leave already granted into leave of a different kind, which was due and admissible to him at the time leave was earlier sanctioned.

Provided that leave required on medical grounds is duly supported by medical certificate for conversion of such leave into commuted leave.

The Employee concerned however cannot claim such commutation as a matter of right. Further, commutation of leave shall not be permissible after an employee has retired from service.

## **8. LEAVE ACCOUNT:**

A leave account shall be maintained for every Employee, for the various types of leave and the leave due and the balance at credit shall be worked out therein on each occasion when leave is granted.

The order sanctioning Earned Leave / Half Pay Leave to an Employee shall indicate the balance of such leave at his credit.

## **9. TYPES OF LEAVE:**

Subject to the provisions of Rule 4, the following types of leave shall be admissible to Employees:

- a) Casual Leave;
- b) Special Casual Leave;
- c) Earned Leave;
- d) Half Pay Leave and Commuted Leave and Leave Not Due;
- e) Extraordinary Leave;
- f) Study Leave;
- g) Quarantine Leave;

- h)Accident and Disability Leave;
- i)Maternity Leave and Paternity Leave and
- j)Offshore Duty Leave

## **10.CASUAL LEAVE:**

(1) Casual Leave upto a maximum of 12 days in each calendar year shall be admissible to cover the casual absence of an Employee for personal reasons.

Provided that in the case of an Employee working in any of the projects, located in the North-Eastern States, this leave shall be of 15 days in a calendar year.

(2) Such leave shall be treated as duty for all purpose like fixation of pay, grant of increment and payment of salary.

(3) Casual Leave cannot be combined with any other type of leave except Special Casual Leave [as under sub-Rule 7 (2)] and the period of Casual Leave immediately preceding or following any other type of leave shall be deemed to be a part of such other type of leave.

(4) In case of fresh appointment/ resignation/voluntary retirement/pre-mature retirement/transfer from North Eastern States to other regions or vice-versa, the quantum of casual leave of 12 days/15 days will be allowed pro-rata for each completed month of service in the specific year and in case the leave already availed is more than the leave admissible on pro-rata basis, the excess casual leave availed will be debited to the Earned Leave/Half Pay Leave available at the credit.

## **11.SPECIAL CASUAL LEAVE:**

An Employee who has completed one years service in the Company may be granted special casual leave as given hereunder:

	<b>Nature of contingency</b>	<b>Extent of leave admissible in a calendar year [applicable (a) to (h)]</b>
(a)	Civil disturbance/curfew/Transport strike	30 days
(b)	Representing Company in National/International Sports & Cultural events.	30 days
(c)	Intra Company sports meets/District Level Tournament	10 days
(d)	Participation in Mountaineering and Trekking expedition approved by Indian Mountaineering Federation or Youth Hostel Association of India.	30 days
(e)	In case of blood donation to a recognized institute by an Employee on a working day the Employee shall be granted leave for that day only	10 days
(f)(i)	Attending Annual General Meeting of Association/ Union recognized by the Company by Office bearers	20 days



(ii) The provision of sub-Rule (3) & (3) of Rule 10, so far as may be practicable shall apply to special casual leave.

(iii) Special leave up to a maximum of 30 days in a calendar year may be granted by the Company in any other case of exceptional nature

## **12.EARNED LEAVE:**

1(a) Earned Leave shall be credited to an Employees leave account in advance at a uniform rate of 15 days on 1<sup>st</sup> January and 1<sup>st</sup> July of each calendar year respectively and such Earned Leave shall accumulate upto a maximum of 300 days.

1(b) If an Employee is appointed during the middle of half year, his leave account shall be credited at the rate of 2 ½ days for each completed month of service, which he is likely to render in that particular calendar half year.

2.(a) The credit for the half-year in which an employee is due to retire (including Voluntary/Premature Retirement) or resigns from the service shall be afforded only at the rate of 2 ½ days per completed calendar month up to the date of retirement or resignation. The amount of excess payment made shall be recovered from him.

2(b)When an Employee is removed or dismissed from service or dies while in service, credit of earned leave shall be allowed at the rate of 2 ½ days per completed calendar month up to the end of the calendar month preceding the calendar month in which he is removed or dismissed from service or dies in service. The amount of excess payment made shall be recovered from him.

3.If an Employee has availed of extra ordinary leave and/or some period of absence has been treated as dies non in a half year, the credit to be afforded to his leave account at the commencement of the next half year shall be reduced by 1/10<sup>th</sup> of the period of such leave and/or dies non subject to a maximum of 15 days.

4. While affording credit of earned leave, fractions of a day shall be rounded off to the nearest day.

5.The maximum amount of earned leave that may be granted to an Employee on any single occasion shall not exceed 180 days.

6.During the period of earned leave an Employee shall be entitled to leave salary equivalent to the same pay as was admissible to him on the day immediately preceding the date of commencement of such leave, provided the Competent Authority certifies in writing that but for his proceeding on leave he would have continued to hold that post. The allowances will be regulated as under the relevant Rules.

7.Cash equivalent of leave salary in case of separations shall be regulated as under:-

(a) On Retirement: An Employee shall be paid cash equivalent in respect of the period of earned leave at his credit at the time of his retirement (including Voluntary/Premature Retirement) subject to a maximum of 300 days. Provided that Employees who are retired compulsorily as a measure of punishment under **ONGC Conduct, Discipline & Appeal Rules, 1994** shall not be covered by this Rule.

(b) On Termination (Other than under CDA)/Resignation : An Employee, whose services are terminated by the Company otherwise than as a result of disciplinary proceedings, or who resigns before attaining the age of superannuation may be paid cash equivalent for earned leave due and admissible as a terminal benefit as under:-

(i) Termination other than under CDA: 300 days maximum.

(ii) Resignation: 50% of Leave at his credit subject to a maximum of 150 days.

NOTE: Cash equivalent under Sub-Rule 7(a) & (b) above shall be equal to pay and dearness allowance as admissible at the rate in force on the date of retirement/separation. No allowances shall be admissible.

(c) In case of Death, while in Service: In case an Employee dies while in service, the cash equivalent of the pay and dearness allowance that the deceased Employee would have got had he availed earned leave (that would have been due and admissible to him but for death) on the date immediately following death and in any case, not exceeding leave salary for 300 days shall be paid to the family.

(d) The authority competent to grant leave, shall issue order granting cash equivalent of earned leave at credit on the date of retirement.

(8) For the purpose of calculation of leave salary, a month shall be taken at 30 days.

(9) The authority competent to grant leave may withhold whole or part of cash equivalent of earned leave in the case of an employee who retires from service on attaining the age of superannuation while under suspension or while disciplinary or criminal proceedings are pending against him, if in the view of such authority there is a possibility of some money becoming recoverable from him on conclusion of the proceedings against him. On conclusion of the proceedings, he will become eligible to the amount so withheld after adjustment of company's dues, if any.

In case of retirement/retrenchment/termination of service (otherwise than on disciplinary ground) dues of Company can be recovered from the amount of encashment of leave.

(10) In every case, where notice of termination of service is required to be given under the terms of employment of the Employee and Employee is relieved before the expiry of notice, the period or unexpired portion of the period of such notice shall run concurrently with the leave granted.

(11) Encashment of earned leave :

(a) All regular employees of the company while in service may be allowed encashment of Earned Leave once in a calendar year, to the extent of 75% of the Earned Leave at their credit, subject to maximum of 90 days.

However, deputationists whether they have opted for Company's Pay scales or not, will not be entitled for Leave encashment.

**NOTE:**

*An employee under suspension shall be entitled for leave encashment of earned leave due to his credit on the date of his suspension.*

(b) Pay, Dearness Allowance, if any only shall be taken into account for this purpose. No other allowance shall be taken into account. However Pay for the purpose of leave encashment in case of reemployed pensioners, shall be the gross pay unreduced by the pension element and will be arrived at, by adding to the pay on the relevant date, the pension element which was deducted at the time of fixation of initial pay on first appointment.

(c) Employees will be entitled to draw arrears of leave encashment consequent upon revision/stepping up of pay, pay fixation or declaration of further installment of dearness allowance at a future date.

(d) The Controlling Office shall be the Competent Authority to sanction encashment of leave.

## **13. HALF PAY LEAVE, COMMUTED LEAVE AND LEAVE NOT DUE:**

### **1. HALF PAY LEAVE**

a) Half Pay Leave account of every Employee shall be credited with half pay leave in advance, in 2(two) installments of 10 days each on 1<sup>st</sup> day of January and July of every calendar year.

b) In case of probationers on first appointment, the leave shall be credited to such leave account at the rate of 5/3 days for each completed calendar month of service, which he has rendered during probation.

c) The credit for half year during which the Employee is due to retire or resigns from the service shall be allowed at the rate of 5/3 days per completed calendar month upto the date of retirement or resignation.

d) When an Employee is removed or dismissed from service or dies while in service, credit of HPL, shall be allowed at the rate of 5/3 days per completed calendar month upto the end of calendar month preceding the calendar month in which he is removed or dismissed from service or dies in service.

e) Where the period of absence or suspension of an Employee has been treated as dies-non in a half year, the credit to be afforded to his half pay leave account at the commencement of the next half year, shall be reduced by one-eighteenth of the period of *dies-non* subject to maximum of ten days.

Provided that no half pay leave may be granted to an Employee, who has not completed 3 years of service, unless the authority competent to sanction the leave has reason to believe that Employee will return to duty on its expiry .

(f) During the period of half pay leave, an Employee shall be entitled to leave salary equivalent to half of the pay and Dearness Allowance related to half-pay and Personal Dearness Allowance, if any. The allowances will be regulated as under the relevant Rules.

### **2 COMMUTED LEAVE:**

(a) It shall be open to an Employee to convert , not more than half of the half pay leave due to him into commuted leave, subject to the condition that :

i) Leave is required on medical grounds duly supported by a medical certificate or upto 180 days during entire service for an approved course of study.

ii) Twice the amount of commuted leave granted is debited against the half pay leave due to him:

b) An Employee shall be entitled to the same leave salary in respect of the period of commuted leave, which he would have been entitled had he been on earned leave during that period.

### **3 LEAVE NOT DUE:**

(a) Leave not due may be granted to an Employee who has completed 3 years of service, for a period not exceeding 360 days during his entire service, out of which not more than 90 days at a time and 180 days in all may be otherwise than on medical certificate and such leave will be debited against the half pay leave the Employee may earn subsequently.

Leave not due shall be granted only if the Competent Authority is satisfied that there is reasonable prospect of the Employee returning to duty on the expiry of the leave and shall further be limited to the half day leave which the Employee is likely to earn thereafter.

Provided that leave not due may also be granted to the Employee suffering from T.B, Leprosy, Cancer or mental illness for a period not exceeding 360 days during entire service subject to the following conditions:

(i) that the Employee has put in a minimum of one years service.

(ii) that the post from which the Employee proceeds on leave is likely to last till his return to duty; and

(iii) that the request for grant of such leave is supported by a medical certificate from an institution recognized for the treatment of such diseases or by the Companys Authorized Medical Attendant or a Specialist in such diseases

(b)(i) Where an Employee who has been granted Leave Not Due under this clause resigns from service/applies for permission to retire voluntarily, the Leave Not Due shall be canceled on the granting of such permission. His resignation or retirement (voluntary) shall take effect from the date on which such leave had commenced and leave salary shall be recovered.

(ii) Where an Employee who having availed himself of leave not due returns to duty but resigns from service, before he has earned such leave, he shall be liable to refund the leave salary to the extent the leave has not been earned subsequently.

Provided that no leave salary be recovered under clause (i) or clause(ii) if the retirement is by reason of ill health incapacitating the Employee for further service/in the event of his death/due to compulsory retirement.

### **14. EXTRAORDINARY LEAVE (EOL) :**

1) Extraordinary leave shall be admissible to an Employee in special circumstances when :

a) no other kind of leave is admissible under these Rules ,or

b) other kind of leave being admissible, the Employee applies in writing for the grant of extraordinary leave

2) The period of extraordinary leave granted on any one occasion shall not exceed 3 months, except under the following circumstances, namely :-

a) if such leave is availed of on medical grounds duly supported by medical certificate, the maximum period admissible shall be 6 months;

Provided that in a case where such leave is required for undergoing treatment for any of the following diseases, the limit shall be 18 months :

(i) pulmonary tuberculosis and the application for leave is supported with a certificate from a specialist in tuberculosis; or

(ii) tuberculosis of any other part of the body and the application is supported with a certificate from a specialist in tuberculosis or a Civil Surgeon; or

(iii) leprosy in a recognized leprosy institution or by a Civil Surgeon or a specialist in a leprosy hospital recognized by the Company and the application for leave is supported with a certificate from the concerned Medical Officer; or

(iv) Cancer or mental illness and the application for leave is supported with a certificate from an institution recognized for the treatment of such diseases or by the Companys Authorized Medical Attendant or a Specialist in such disease

Provided further that leave up to 18 months may be sanctioned under the first proviso only if the Employee has put in one years service in the Company on the date of proceeding on such leave or on the date of expiry of the leave otherwise due and admissible under these Rules.

3) Extraordinary leave may also be granted to Employees who have put in a minimum of three years service for prosecuting studies in India/abroad subject to the following:

a) The study proposed to be pursued should be certified to be in the interest of the Company.

b) The employee should produce clear proof of admission to the University/Institution. Leave cannot be granted for contemplated studies where admission is not obtained.

c) The ACR gradings for the last 3 years should be minimum above average (A-) or equivalent.

d) An Employee once granted extraordinary leave for pursuing a particular course would not be allowed to change the nature of the course.

e) In case an Employee, who is granted extraordinary leave for study purpose is not able to complete the studies successfully and resumes duty before, on or after expiry of the extraordinary leave so granted, the entire period of such leave and/or absence shall not be reckoned, while calculating years of service for his eligibility for promotion.

f) Maximum admissible period of leave shall be 24 months. However, the total period of extraordinary leave for study purposes combined with other types of leave, due and admissible shall not exceed 36 months.

No request for extension of leave on any account will be entertained beyond 36 months.

g) An employee sanctioned extraordinary leave for study purposes in relaxation of any of the provisions mentioned above shall be required to execute a bond to serve the Company for a period of 3(three)years on expiry of the extraordinary leave so granted as per the bond executed by him. The relevant proforma for bond is given at **Annexure-ONGC:LR-1**.

If such Employee fails to join his duties on the expiry of leave or resigns/quits the service of his own accord at any time within the period of three years from the date of expiry of extraordinary leave, he shall be liable to pay the Company an amount equal to 6(six) months pay plus dearness allowance as per the bond executed by him.

4) The competent authority may at its discretion convert a period of absence from duty without leave into extra ordinary leave.

5) Where an Employee fails to resume duty on the expiry of the period of extraordinary leave if the leave granted to him is the maximum that can be granted or where an Employee is granted a lesser amount of extraordinary leave than the maximum admissible under this Rule, remains absent from duty for any period which, together with extraordinary leave so granted, exceeds the limit upto which he could have been granted leave under this Rule, he shall be deemed to have resigned his appointment and shall accordingly cease to be in the employment of the Company unless the Company may determine otherwise in view of the exceptional circumstances of the case.

6) No leave salary shall be admissible during the period of extraordinary leave.

## **15.STUDY LEAVE:**

(1)Study leave may be granted to Employees upto 50 years of age and who have completed 5 years service on the date of submission of application in the Company, subject to the following:

(a)The leave is to undergo, in India or abroad , a special course of study consisting of higher studies or specialized training in a professional or a technical subject having a direct and close connection with the sphere of his duties, or to undertake a course of training or study tour.

(b)It is certified by the Competent Authority that the proposed course of study or training shall be of definite advantage from the point of view of the Companys interest.

(c)The course is Government approved/sponsored.

(d)The Annual confidential Reports gradings for the last 3 years are minimum above average (A-) or equivalent.

(e)Application of Employee concerned has been forwarded by the Company for admission.

(f)Study leave shall not be granted for prosecution of studies abroad for which adequate facilities exist in India and the Competent Authority shall be required to record a certificate to the effect that in sanctioning study leave out of India it has satisfied itself that adequate facilities do not so exist in India.

(g)On completion of course of study, the Employee shall submit to the authority which granted him the study leave, the certificates of examination course indicating the date of commencement of course with the remarks, if any, of the authority /Incharge of course study of the Institute concerned.

(h) An Employee who is granted study leave should be required to execute a Bond in the form at **Annexure-ONGC: LR2** appended to these Rules. If an Employee fails to rejoin his duty after expiry of study leave or resigns or retires or otherwise quits services without returning to duty at any time during the three years from the date of expiry of study leave, (or fails to complete the course of study and is thus unable to furnish the certificates as required under sub Rule (g) above) he shall be required to pay to the Company:

i) Double the amount of the leave salary and other allowances paid to him during the period of study leave,

ii) Actual expenses, if any incurred by the Company/Institution/Foreign Government in connection with the course of study, together with interest thereon at rates for the time being in force on Company loans, before his resignation is accepted or permission to retire or to his quitting service otherwise is granted.

Provided that an Employee who is granted study leave for prosecuting higher studies in relaxation of the provisions mentioned above, shall be liable to pay the Company an amount equal to Pay, Dearness Allowance, ad-hoc/interim relief, if any, that he would draw for a period of 3 years on return from leave.

2 (a) The duration of study leave shall not exceed 2(two) years during the entire period of an Employees service.

(b) Study leave however may be combined with other kinds of leave due and admissible to an Employee under these Rules in a manner that the grant of such leave in combination with any leave other than extraordinary leave shall not exceed 36 months.

3(a) During the period of study leave an Employee shall be entitled to the same leave salary as he would have been entitled to had he been on Half Pay Leave during that period.

(a) No study allowance shall be admissible during the period of study leave in addition to leave salary. An Employee may however retain any scholarship or stipend that may be awarded to him from any other source for prosecuting the course of study or training in addition to his leave salary.

(4) In case an Employee, who is granted study leave is not able to complete the studies successfully and resumes duty before, on or after expiry of the study leave so granted, the entire period of such leave and/or absence shall not be reckoned, while calculating years of service for his eligibility for promotion.

## **16. QUARANTINE LEAVE:**

(1) Quarantine leave is leave of absence from duty necessitated by orders not to attend office in consequence of the presence of infectious diseases in the family or household of an Employee of the Company.

(2) Such leave can be granted by the Competent Authority on the certificate of a Medical Officer or Public Health Officer for a period of 21 days or in exceptional circumstances for a period of 30 days and any leave necessary in excess of this period will be treated as ordinary leave.

(3) Quarantine leave shall be admissible in cases of cholera, small pox, plague, diphtheria, typhus and cerebrospinal meningitis.

(4) Quarantine leave is not admissible in a case in which the Employee himself is suffering from the infectious disease and in such case, the Employee should be given the leave otherwise due to him under these Rules.

(5) An Employee on quarantine leave is not treated as absent from duty.

(6) Quarantine leave may be combined with any other type of leave except casual leave or special casual leave.

## **17. ACCIDENT AND DISABILITY LEAVE:**

(1) The Competent Authority may grant accident and disability leave to an Employee who is disabled by injury intentionally inflicted or caused or accidentally incurred in or in consequence of due performance of his official duties or in consequence of his official position and such leave shall not be debitable to the leave account.

(2) Such leave shall not be granted unless the accident has been reported by the Employee immediately after the occurrence of the accident and the disability manifests itself within 3 months of the occurrence.

Provided that the limit of 3 months may be relaxed by the Competent Authority on merits if it is satisfied as to the cause of disability.

(3) Accident and disability leave may be combined with any other type of leave other than casual leave or special casual leave and such leave shall be granted on the recommendations of the medical authority as defined in the **ONGC Medical Examination of Employees Rules** and the period of leave shall be such as is certified by him to be necessary for the recovery of the Employee, but shall, in no case exceed 24 months.

(4) Accident and disability leave may be granted to an Employee more than once if the disability is aggravated or reproduced in similar circumstances at a later date but not more than 24 months leave shall be granted in consequence of any one disability.

(5) The leave salary admissible during the period of accident and disability leave shall:

(a) for the first 120 days of such leave, be the salary admissible during earned leave under these Rules for that period; and

(b) for the remaining period of such leave, be the leave salary admissible during half pay leave under these Rules for that period.

(6) An Employee may be permitted to avail of earned leave as may be otherwise due and admissible to him under these Rules, instead of proceeding on disability leave on half pay, if he so desires.

(7) The total period of accident and disability leave during which an Employee receives leave salary under clause (b) of sub-Rule (5), shall not exceed 120 days for any one accident or disability, irrespective of whether such accident and disability leave is granted in one installment or more and the said limit of 120 days shall not, however, include the period of earned leave which may be availed of by an Employee under sub-Rule (6).

(8) In the case of an Employee to whom the Workmens Compensation Act, 1923 (8 of 1923), applies, the amount of leave salary payable under this Rule shall be reduced by the amount of compensation payable under clause (d) of sub-section (1) of section 4 of the said Act.

(a) In the case of an Employee to whom Employees State Insurance Act, 1948(34 of 1948) applies, the leave salary admissible in respect of the period of leave, other than earned leave, shall be reduced by the amount of benefit admissible under the said Act for the corresponding period.

9) Where the accident or disability referred to in this Rule has resulted due to the fault or negligence of the Employee, the Competent Authority may, at its discretion, cover the period of absence, in part by granting leave under this Rule and in part by granting any other kind of leave due to him, and the quantum of accident and disability leave granted on leave salary equal to that admissible during Earned Leave may be less than 120 days.

## **18.A MATERNITY LEAVE:**

(1) The Competent Authority may grant to a female Employee with less than two surviving children, maternity leave on full pay which shall be for a period of 135 days from the date of its commencement in all cases provided the leave applied for is duly supported by a medical certificate.

NOTE:

*A female Employee for the purpose of this Rule shall include an unmarried female Employee also.*

(2) Maternity leave may also be granted in cases of miscarriage including abortion (irrespective of number of surviving children), subject to the condition that:-

(i) the leave does not exceed six weeks ; and

(ii) the application for the leave is supported by a certificate from a Registered Medical Practitioner.

It is clarified that abortion does not include threatened abortion and maternity leave cannot be granted in the case of threatened abortion. However abortion induced under the Medical Termination of Pregnancy Act, 1971 will also be considered as abortion for the purposes of these Rules.

(3) Maternity leave may be combined with leave of any other kind.

In addition to the maternity leave of 135 days, leave of the kind due and admissible (including commuted leave for a period upto 60 days and Leave Not Due) upto a maximum of one year may, if applied for can be granted in continuation of maternity leave.

(4) Any other type of leave as may be admissible, may also be granted in continuation of maternity leave in case of illness of a newly born baby subject to the female Employee producing a medical certificate from the authorised medical attendant to the effect that the condition of the ailing baby warrants the mothers personal attention and her presence by the babys side is absolutely necessary.

(5) 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 upto 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.

## **18.B PATERNITY LEAVE:**

The competent authority may grant to a male employee with less than two surviving children, Paternity Leave on full pay which shall be for a period of 15 days, during the confinement of his wife, provided the leave applied for is duly supported by documentary evidence. The Paternity Leave shall not be debited against the leave account and may be combined with other kinds of leave. It may not, normally, be refused under any circumstances.

## **19.OFFSHORE DUTY LEAVE:**

The Competent Authority may grant *Offshore Duty Leave* in lieu of casual leave to employees working on 14 days on-off pattern in offshore areas, as per the following terms and conditions:-

(i) The Employees posted in Offshore on *14 days on/off* pattern areas only, will be granted one day Offshore Duty Leave for each completed full cycle of 14 days on duty.

(ii) The *Offshore Duty Leave* together with the Earned Leave in his account in respect of an employee shall not exceed 240 days.

(iii) The Employees may avail or encash the Offshore Duty Leave at par with Earned Leave at their option.

(iv) In case an employee has already availed himself of Casual Leave in excess of one casual leave per month during the Calendar year before being placed on *14 days on/off* shift pattern in offshore areas the excess Casual Leave so availed shall be adjusted against the *Offshore Duty Leave* to be subsequently admissible under these orders.

(v) In case the employee is posted subsequently on Onshore during the calendar year, he will be entitled to Casual Leave on pro-rata basis for the remaining part of the year.

(vi) The *Offshore Duty Leave* may be availed by the employees without disturbing the shift pattern while posted in Offshore or be encashed during Offshore posting or even later.

## **20.CARRY FORWARD OF LEAVE :**

(1) In a case where an Employee of the Company moves to any other Public Sector Undertaking with the consent of the company and of the other undertaking concerned, he shall be entitled to carry forward the earned leave/half pay leave standing to his credit on the date of his relief from the company under the Rules applicable to him.

(2) The lumpsum payment towards earned leave and half pay leave would be made to the Public Sector undertaking to which Employee is moving, on the basis of the leave salary, which the employee would have drawn on the date of his relief.

## **21.ADVANCE OF LEAVE SALARY:**

Competent Authority may grant an advance of leave salary to an Employee proceeding on leave for a period of 30 days or more, subject to its adjustment from the pay or leave salary paid to the Employee subsequent to the grant of such advance.

**NOTE:**

The amount of leave salary advance should be restricted to the net amount of leave salary which may be admissible for the first month of leave after taking into account the deductions required to be made from the monthly emoluments.

**22.GOOD HEATH REWARD:**

With a view to encouraging Employees of the Company to put in uninterrupted duty throughout the career and as a reward for having maintained good health, Employees will be allowed encashment of Half Pay Leave, at the time of their retirement/separation from service of the Company subject to the following term and conditions:

(1) At the time of retirement/separation of an Employee from the service of the Company, the number of the days leave admissible for encashment will be determined in the following manner:

(a) the entire quantum of leave on half pay available to the Employees credit will be commuted to leave on full pay. Such commutation will be limited to a maximum of 240 days on full pay for entire service. In other words, a maximum of 480 days leave on half pay will qualify for commutation at the time of retirement/separation for the purpose of encashment in all cases.

(b) One half of such commuted leave on full pay will be allowed to be encashed by the Employee subject to the provision that at the time of retirement/separation the Employee should have to his credit a minimum of 60 days commuted leave on full pay i.e 120 days leave on half pay.

(2) This facility will not be available in case separation is due to disciplinary action, abandonment of service, loss of lien or any other grounds without the consent of the Company. However, in cases of resignation from the service of the Company after the Employee attains the age of 50 years or more and has completed a minimum of 20 years of service as a regular Employee in the regular pay scale, the facility of encashment as given above will be applicable. The service rendered by the Employees in Government Department/Body, Central or State Government, Public Sector Undertakings before joining the Company, shall also be counted in determining the period of eligibility.

(3) In case of death of an Employee while in service, the entire quantum of leave on half pay commuted to leave on full pay will be permissible for encashment subject to a maximum of 240 days i.e. 120 days leave on full pay.

(4) The salary components for reckoning payment in the case of encashment of leave on half pay will be the same as in the case of encashment of Earned Leave.

(5) In the case of Employees whose services have been placed at the disposal of the Company without transfer of leave account etc., the condition that the Employee should have to his credit a minimum of 60 days commuted leave on full pay i.e. 120 days leave on half pay, will not apply.

(6) Appendix (I) attached to these Rules illustrates the admissibility of encashment of Half Pay Leave under paras (i) (a), (i) (b) and (iii):

## **23.INTERPRETATION:**

In case of any doubt regarding interpretation of any of the provisions of these Rules, the matter shall be referred to the Head of the Corporate Personnel, who shall decide the same in consultation with Corporate Finance.

## **24.POWER TO RELAX:**

Power to relax any of the provisions under these Rules shall vest in the Chairman and Managing Director of the Company, who shall exercise such powers in consultation with Director (HR) and Director (Finance).

## **25.POWER TO AMEND:**

The Company may from time to time amend, modify or add to these Rules and all such amendments, modifications or additions shall take effect from the date stated therein.

## **26.REPEAL AND SAVING:**

(1) The exiting **Oil And Natural Gas Commission Leave Regulations,1968** are hereby repealed.

(2) Nothing in these Rules or any repeal affected thereby shall affect or be deemed to affect, anything done or action taken under the said Regulations, before commencement of these Rules.

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## **APPENDIX - I**

### **EXAMPLE - I**

**Encashment admissible at the time of retirement/separation      Encashment admissible in case of death**

**(other than under disciplinary measure/abandonment of service) or resignation after 50 years of age and 20 years service**

Maximum HPL which can be considered for encashment

480 days  
Maximum HPL which can be considered for encashment

Commuted on full pay

240 days

Encashment admissible 120 days

Encashment admissible

120 days on full pay

Commuted on full pay (Max. admissible under para 3)

## EXAMPLE - II

<b>Encashment admissible at the time of retirement/separation (other than under disciplinary measure/abandonment of service) or resignation after 50 years of age and 20 years service</b>		<b>Encashment admissible in case of death</b>	
HPL due	210 days	HPL due	210 days
Commuted on full pay	105 days	Commuted on full pay	105 days
Encashment admissible	52.5 days on full pay	Encashment admissible	105 days on full pay

## EXAMPLE - III

**Encashment admissible at the time of retirement/separation (other than under disciplinary measure/abandonment of service) or resignation after 50 years of age and 20 years service**

<b>Encashment admissible at the time of retirement/separation (other than under disciplinary measure/abandonment of service) or resignation after 50 years of age and 20 years service</b>		<b>Encashment admissible in case of death</b>	
HPL due	114 days	HPL due	114 days
Commuted on full pay	57 days	Commuted on full pay	57 days
Encashment admissible	nil	Encashment admissible	57 days on full pay

(No encashment is admissible as an employee should have minimum 60 days commuted leave on full pay at his credit)

(In this case, condition of minimum 60 days commuted leave at credit is not applicable as the entire quantum of leave on half pay commuted to leave on full pay is permissible for encashment)

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## **ANNEXURE- ONGC:LR.1**

### **BOND FOR COMPANYS EMPLOYEES GRANTED EXTRA ORDINARY LEAVE FOR STUDY IN INDIA OR ABROAD (Refer Rule 14)**

KNOW ALL MEN BY THESE PRESENTS THAT WE ..... resident of ...  
..... in the District of ..... at present employed as. ....  
... in the Oil & Natural Gas Corporation Ltd at. .... (hereinafter called the obligor)and  
Shri ..... son of. .... of ..... and Shri ..... son

Of ..... of. .... (hereinafter called the Sureties) sureties on behalf of the obligor do hereby jointly and severally bind ourselves and our respective heirs, legal representatives, executors and administrators, to pay to the Oil and Natural Gas Corporation Ltd. , its successors and assigns (hereinafter called the Company) on demand and without demur the sum equivalent to 6 (six) months salary (as the case may be i.e. of Rs. .... (Rupees. ....) together with the interest thereon from the date of demand at Companys rates for the time being in force on Companys loans or , if the payment is made in a country other than India, the equivalent of the said amount in the currency of that country converted at the official rate of exchange between that country and India AND TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Company.

Dated the ..... day of .....

one thousand nine hundred and .....

WHEREAS the Company has at the request of the above bounden Mr. /Mrs. / Miss

..... employed as a ..... granted him/her regular leave, followed by extraordinary leave without pay and allowances for a period of ..... months ..... days with effect from ..... in order to enable him/her to study at ..... vide Letter No. .... dated ..... copy attached herewith which shall form part of these presents on the condition of his/her executing a bond with two sureties and on the terms appearing hereinafter which the obligor had agreed to do.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT IN the event of the above bounden obligor failing to rejoin on the expiry of the period of extraordinary leave the post originally held by him/her and serve the Company after rejoining for such period not exceeding a period of ..... years as the Company may require or refusing to serve the Company in any other capacity as may be required by the Company on a salary to which he/she would be entitled under the Rules, then obligor and the sureties and/or their respective heirs, legal representatives, executors and administrators shall forthwith pay to the Company on demand and without demur the said sum of Rs ..... together with interest thereon from the date of demand at Companys rates for the time being in force on Companys loans.

AND upon the obligor and/ or the sureties making such payment the above written obligation shall be void and of no effect ; otherwise it shall be and remain in force and virtue:

PROVIDED always that the liability of the sureties hereunder shall not be impaired or discharged by reasons of time being granted or by any forbearance act or omission of the Company or any person authorized by them (whether with or without the consent or knowledge of the sureties) nor shall it be necessary for the Company to sue the obligor before suing the sureties or any of them for amounts due hereunder.

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

Signed and dated this .....day of ..... One Thousand Nine Hundred and ..  
.....

Signed and delivered by the obligor above named

Shri. ....

(Obligor)

In the presence of

1..

2..

Signed and delivered by the Surety above named

Shri. ....

(Surety)

In the presence of.

1

2

Signed and delivered by the surety above named

Shri. ....

(Surety)

In the presence of :

1.

2

**ACCEPTED**

FOR AND ON BEHALF OF THE COMPANY

## **ANNEXURE: ONGC:LR 2.**

### **BOND FOR THE EMPLOYEES OF THE COMPANY PROCEEDING**

#### **ON STUDY LEAVE (Refer Rule 15)**

KNOW ALL MEN BY THESE PRESENTS THAT WE .....

resident of ..... in the District of ..... at present employed as .....  
.. in the office. .... (hereinafter called the obligor) and Shri .....son of .....  
.....of ..... and Shri .....son of .....(hereinafter called the sureties )  
sureties on behalf of the obligor do hereby jointly and severally bind ourselves and our respective  
heirs, executors and administrators to pay to the Oil and Natural Gas Corporation Ltd, its successors  
and assigns (hereinafter called the Company) on demand and without demur the sum of Rs. ....  
..... (Rupees. .... ) equivalent to double of the amount of leave salary and other  
allowances(if any(paid to him during the period of study leave and other actual expenses if any  
incurred by the Company/Institute/Foreign Government in connection with the course of study  
together with interest thereon from the date of demand, at Companys rates for the time being in force  
on Companys loans or, if payment is made in a country other than India, the equivalent of the said  
amount in the currency of that country converted at the official rate of exchange between that country  
and India AND TOGETHER with all cost between attorney and client and all charges and expenses  
that shall or may have been incurred by the Company.

Dated this . . . . . day of . . . . .one thousand nine hundred and . . . . .

**WITNESSES**

WHEREAS the obligor has been granted study leave by the Company vide Letter No.. . . . . dated. . . . .(copy attached herewith, which shall form a part of these presents) on the condition of his executing a bond with two sureties and on the terms appearing hereinafter, which the obligor has agreed to do.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS THAT in the event of the obligor resigning from service without returning to duty after the expiry or termination of the period of the study leave or any time within a period of three years after his return to duty, the obligor and the sureties and/ or their respective legal representatives, heirs, executors and administrators shall forthwith pay to the Company on demand the said sum of Rs. . . . .(Rupees. . . . .) together with the interest thereon from the date of demand at Companys rates for the time being in force on Companys loans.

And upon the obligor the sureties aforesaid 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.

PROVIDED ALWAYS that the liability of the sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance act or omission of the Company or any person authorized by them (whether with or without the consent or knowledge of the sureties ) nor shall it be necessary for the Company sue the obligor before suing the sureties or any of them for amounts due hereunder.

Signed and delivered by the obligor named

Sri. . . . . \_\_\_\_\_  
(obligor)

In the presence of:

- 1. . . . .
- 2. . . . .

Signed and delivered by the surety above named

Sri. . . . . \_\_\_\_\_  
(Surety)

In the presence of.:

- 1. . . . .
- 2. . . . .

Signed and delivered by the surety above named

Sri. ....

\_\_\_\_\_

(Surety)

In the presence of. ....

1.....

2.....

**ACCEPTED**

FOR AND ON BEHALF OF THE COMPANY

\_\_\_\_\_  
\_\_\_\_\_