

3. Employee Benefits

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3.1 MEDICAL ATTENDANCE SCHEME

1. Empanelment of private doctors i.e. Authorized Medical Attendant (AMA), at various locations to provide treatment for common and simple ailments.
2. All the medicines prescribed and costs of tests at par Govt. rates duly countersigned by the AMA's shall be reimbursed by the corporation. All other facilities and definitions not covered under the above scheme shall be governed by CCS Medical Attendance rules, 1944 as amended from time to time.
3. The AMA's shall be paid a monthly lump sum amount of Rs. 10,000/- (Rs. Ten Thousand only) for Specialist and Rs. 5000/- per month for simple MBBS (where specialist is not available)
4. The AMA's shall be appointed from amongst the qualified MBBS doctors preferably specialist in general medicines, by a committee to be nominated by the Managing Director.

3.2 COMPANY VEHICLE POLICY

1. Company owned vehicles will be provided as attached vehicles to General Manager and above level officers, HOP's (any rank) and Chief Environment Specialist (Conservator or above rank).
2. Chief Environment Specialist, General Manager and above level officers shall be provided Swift Dzire (Maruti) or equivalent company owned attached vehicles or Scorpio or equivalent vehicles.
3. HOP's shall be provided Scorpio (Mahindra & Mahindra) or equivalent company owned vehicle.
4. Hired attached vehicles will be provided to DGM/ AGM.
5. Sr. Managers working in projects shall also be provided hired attached vehicles if work demands.
6. A pool of hired vehicles will also be maintained for other duties in Corporate Office, Design Office as well as in projects.
7. All the vehicles transferred from HPSEB to HPPCL shall be returned to HPSEB gradually.
8. All executives shall be entitled to use pool vehicles for official journeys.

9. Non-executives may also be allowed to use official vehicles if allowed by the HOD/ HOP's in the exigency of work.
10. A Vehicle which has covered more than 2 lacs kilometers and also completed 8 years of service shall be condemned.
11. A vehicle can also be condemned before completion of 2 lacs kilometers and 8 yrs. of service provided the plying of vehicle is un-economical duly considered by the condemnation committee.
12. The condemnation committee shall be constituted by the HOD/HOP and the constitution shall be as under: -
 - I. Sr. Manager (Civil/ Mechanical)
 - II. Representative of Finance (not below the rank of Dy. Manager)
 - III. In-charge of vehicle not below the rank of executive.
13. All official vehicles will be driven by drivers kept on regular/ contract/ daily wage basis. Officers or other staff holding a valid driving license may also drive official vehicles if allowed by the vehicle in-charge and if driver is not available.
14. BOD will be authorized to approve purchase of vehicles and also to fix fleet strength.

3.3 LEAVE RULES

1.0 Short Title:

These Rules may be called HPPCL Leave Rules.

2.0 Commencement:

These Rules will be effective with immediate effect.

3.0 Scope of Application:

These Rules shall apply to:

- i) All regular employees of the Company;
- ii) Probationers;
- iii) Trainees/Apprentices, other than Apprentices under the Apprentices Act 1961;
- iv) Employees engaged on contract but shall not apply to employees on deputation/Foreign Service to the Corporation or engaged on Daily/Casual, temporary or work charged basis.

4.0 Definitions:

In these Rules, unless there is anything repugnant in the subject or context:

- a) **"The Corporation"**- means Himachal Pradesh Power Corporation Limited.
- b) **"Board"**- means the Board of Directors of the Corporation.
- c) **"Management"** - means the Board of Directors of the Corporation, the Managing Director or any other Officer of the Corporation authorized by the Managing Director to act on their behalf.
- d) **"Competent Authority"**- with reference to the exercise of any powers under these Rules means the Officer or authority to whom such powers are delegated either in general or in particular.
- e) **"Employee"** - means a person appointed to any position in the Corporation and will include a probationer and employees appointed on contract basis for specified period.
- f) **"Regular Employee"** -means an employee who has been engaged in a vacancy on the regular establishment of the Corporation.
- g) **"Probationer"**- means an employee who is provisionally employed with a view to being considered for appointment on the regular establishment of the Corporation.
- h) **"Temporary Employee"**- means an employee who has been engaged on temporary basis for a specified period or for work which is of an essentially temporary nature likely to be completed within a stipulated period.
- i) **"Apprentice/Trainee"**- is a learner who is paid a stipend during the period of his apprenticeship/training.

Note: The terms and conditions of employment and the period of training of all Apprentices/Trainees will be governed by the apprenticeship contract and/or any special rules or orders framed by the Corporation from time to time.

- j) **"Foreign Service"**-when an employee of some other organization is deputed for service in the Corporation at its request, he is said to be on "foreign service".
- k) **"Notice"**-means a notice in writing required to be given or affixed on the Notice Board for the purpose of these Rules.

- l) **“Notice Board”** -means the Notice Board specially maintained in a conspicuous place at or near the main entrance or entrances of the establishment or time office(s) for the purpose of displaying notices.
- m) **"Registered Medical Practitioner" and "Attending Medical Officer"**-means, for these Rules, any MBBS/MD qualified doctor. However, the sickness certificate given by outside Registered Medical Practitioner shall not hold good at places where Company has its own hospitals and employee falls sick there.
- n) **“Authorized Medical Officer”**-means a doctor authorized by Company to treat its employees.
- o) **"Government Hospital"**-means any hospital established by any authority under the control of Central or State Government, Municipal Authorities, Autonomous Body, Public Sector Undertakings or a hospital recognized by Company as such.
- p) **"Executive"**-means an employee who is employed mainly in a managerial and administrative capacity.
- q) **"Supervisor"**-means an employee who is employed in a supervisory capacity, draws wages as approved by the board from time to time or exercises, either by nature of his duties or by reason of powers vested in him, functions mainly of a managerial nature.
- r) **“Workmen”**-means an employee other than a Supervisor or an Executive. Management will publish a list of posts categorized as Executives/Supervisors.
- s) **"Uniform Dates"**-In these Rules would mean 1st January and 1st July of every year.

5.0 Exhibition of Leave Rules:

A copy of these Leave Rules shall be displayed on the Notice Board.

6.0 Amendments to and Interpretation of the Leave Rules:

- 6.1 These Leave Rules may be amended or modified from time to time by the Management and the same shall take effect in accordance with the orders issued by the Corporation.
- 6.2 All amendments or modifications made to these Leave Rules and any notices, orders or instructions issued there-under shall be circulated from time to time and displayed on the Notice Board.

6.3 If any doubts arise relating to the correct interpretation of these Leave Rules, the decision of the Management thereon shall be final and binding.

7.0 Entitlement:

7.1 Entitlements to leave in respect of Casual Leave, Earned Leave, Half-Pay Leave, Sick Leave for various categories of employees will be as shown in **Annexure-I**.

7.2 Entitlement in respect of other kinds of leave, such as extra-ordinary leave, maternity leave/paternity leave and special disability leave etc. for various categories of employees shall, however, be as given in these rules below:

8.0 Casual Leave:

8.1 Casual Leave is intended to cover casual absence of the employees for personal reasons.

8.2 Casual Leave can be granted for half day also. If half day's leave is taken, the lunch interval will be taken as the dividing line.

8.3 The employees joining the service of the Corporation during the first quarter of the calendar year shall be entitled for full quantum of casual leave. In all other cases, casual leave entitlement would be calculated on pro-rata basis.

8.4 Un-availed casual leave would lapse at the end of each calendar year.

8.5 Sundays and holidays will not be debited to the casual leave account. While Sundays and holidays can be prefixed/suffixed to casual leave, the total absence including intervening Sundays and holidays should not exceed four days on anyone occasion.

9.0 Special Casual Leave

Special Casual leave falls outside the normal leave and can be granted to meet special situations but not for domestic or personal reasons as in the case of casual leave. Cases in which Special Casual Leave can be granted are mentioned below:

9.1 Periods spent in camp by employees permitted to join the Territorial Army, not exceeding 14 days, which can be combined with other leave, wherever necessary.

9.2 Special Casual Leave not exceeding 30 days in calendar year may be granted:

- a) To employees selected to represent the Company in tournaments recognized by the State/National Associations for the game concerned;
- b) To employee selected to represent the District or the State or All India in the recognized tournaments/expeditions;
- c) To employees selected to participate in training/Coaching camps by State Associations;
- d) To employees required to act as Umpires in tournaments of National/International importance;
- e) To employees who wish to attend in their individual capacity meetings/ training courses organized by professional sports institutes of which they are members.

If the period exceeds 30 days in any calendar year, the employees can be permitted by the competent authority to combine special casual leave with earned leave as a special case, but not with casual leave.

- 9.3 Employees participating in inter-unit or inter-departmental tournament can also be granted special casual leave not exceeding 10 days at a time which can also be permitted by competent authority to be combined with earned leave.
- 9.4 Employees who donate blood on working days may be granted Special Casual Leave for that day.
- 9.5 Employees who undergo sterilization operation under the family welfare scheme may be granted special casual leave not exceeding six working days in case of male employees and 14 days in respect of female employees.
- 9.6 Employees who are ex-servicemen when called by Ministry of Defense to participate in the Republic Day Parade can be granted special leave for the period of their stay in Delhi and the minimum period spent on journey to and from Delhi by direct route.
- 9.7 Special Casual leave can be granted to an employee if he is called as witness by the courts towards the days of absence i.e. attendance day and minimum travelling time by shortest route. This leave will only be allowed to the employees when they are called as witnesses in cases where the Government is a party or Government calls the incumbent for evidence even when the Corporation has nothing to do in these cases, provided, however, that the employee himself is not a party being

prosecuted or defended. Where the Corporation is a party and the employee is called for evidence by the Corporation, the said period will be treated as on duty and employee would be paid the usual TA/DA.

- 9.8 For an employee who is not permitted to avail of full joining time in Company's interest when transferred from one station to another, specific executive orders will be issued in this respect by Management converting joining time into special leave.
- 9.9 To regularize the absence on account of natural calamities and civil/political disturbances and infectious diseases. Each case will be considered on merits by competent authority.

10.0 Earned Leave:

- 10.1 Earned Leave means leave earned in respect of periods of service with the Corporation and granted on full pay
- 10.2 Every employee's earned leave account will be credited in advance each year. This will be done in two installments namely 50% of the entitlement on 1st January and 1st July every year. The leave at credit of the employee at the close of the previous half year will be carried forward subject to the condition that the total credit at the beginning of each half year does not exceed the limit of accumulation as allowed under these rules.
- 10.3 In respect of an employee who joins the service of the Company at any time between the uniform dates i.e. 1st January and 1st July, earned leave account will be credited on pro-rata basis for every completed month of service till the close of the half year in which he is appointed. The period of earned leave so calculated will be rounded off to the next higher figure. From the next half year onwards, the employee will be governed by the Rules as above.
- 10.4 Intervening Sundays and Holidays falling within the spell of earned leave will be counted as earned leave. However, the holidays preceding and/or succeeding the leave period shall not be counted as leave.

11.0 Half-pay Leave:

(Not admissible to Trainees/Apprentices and employees on contract).

- 11.1 Half-pay Leave means leave on half-pay earned in respect of service with the Company and can be granted to an employee for any reasons including on medical grounds. The half-pay for this purpose shall be treated as half of the basic pay. All other allowances would be paid in full.

- 11.2 Every employee's half-pay leave account will be credited in advance as in the case of earned leave.
- 11.3 In respect of those who join service at any time between the two uniform dates i.e. 1st January and 1st July, half-pay leave account will be credited in the same manner as in the case of earned leave.
- 11.4 Intervening Sundays and Holidays falling within the spell of HPL will be counted as HPL. However, the holidays preceding and or succeeding the leave period shall not be counted as leave.

12.0 Commuted Leave:

- 12.1 Half-pay leave can be commuted into full pay leave on medical grounds, subject to production of Medical Certificate from a Registered Medical Practitioner. The total commuted leave admissible in the entire service of the employee shall not exceed 240 days.
- 12.2 Total amount of earned leave and commuted leave taken in conjunction shall not exceed 240 days at a time.
- 12.3 Commuted leave will be allowed to regular employees only. It will not be admissible to Trainees/Apprentices/Probationers, temporary employees and employees engaged on contract.
- 12.4 When commuted leave is granted, the half-pay leave account of the employee will be debited with twice the period of such commuted leave.
- 12.5 Intervening Sundays and Holidays falling within the spell of commuted leave will be counted as commuted leave. However, the holidays preceding and or succeeding the leave period shall not be counted as leave.

13.0 Sick Leave:

(Not admissible to Executives and Supervisors and Workmen)

- 13.1 Sick leave will be admissible to the Trainees/ Apprentices at the rate of 10 days per year on full pay.
- 13.2 Sick leave account will be credited in advance with five days on 1st January and the balance five days on 1st July every year.
- 13.3 In respect of those who join the service of the Corporation at any time between the two uniform dates sick leave account will be credited at the rate of 5/6 days for each complete month of service till the close of the half year in which he is appointed. The period of leave so calculated will be rounded off to the next higher figure, if the fraction is not less than half. From the next half year onward, five days of sick leave will be credited in advance.

- 13.4 The sick leave at the credit of a Trainee/Apprentice if absorbed as Executive/Supervisor/Workmen on the date of absorption will not be accumulated.
- 13.5 Intervening Sundays and Holidays falling within the spell of Sick leave will be counted as Sick leave. However, the holidays preceding and or succeeding the leave period shall not be counted as leave.

**14.0 Special Disability Leave:
(Maximum limit 24 months)**

- 14.1 Employees who are disabled and become temporarily unfit to work on account of injuries arising out of accidents in the course of duty shall be allowed Special Disability Leave with full wages/salary provided that such disability leave shall not be granted in respect of any injury, not resulting in death, caused by an accident which is directly attributable to:
- i. The employee having been at the time thereof under the influence of drink or drugs; or
 - ii. The willful disobedience of the employee to an order expressly given, or to a rule expressly framed, for the purpose of securing the safety of employees; or
 - iii. The willful removal or disregard by the employee of any safety guard or other device which he knew to have been provided for the purpose of securing the safety of employees.

And provided further that no additional compensation for the absence from duty due to accident as may be admissible under Workmen Compensation Act or GPAIS will be payable. However, the employees covered under the Workmen Compensation Act can choose between the two benefits given under the rule and allowed under this Act.

- 14.2 For this purpose, wages/salary shall consist of the following:
- a) Basic Pay, Special Pay and Personal Pay, if any;
 - b) Dearness Allowance;
 - c) House Rent Allowance, City Compensatory Allowance, Special Compensatory Allowance, Non- Practicing Allowance and Deputation Allowance, if any.

All the above payments would be regulated in a manner as if the employee was not out of duty because of the injury due to accident and accordingly usual increment, variable DA etc. would be taken into account while calculating wages/salary in terms of the above provisions.

15.0 Extra-ordinary Leave:

- 15.1 Extra-ordinary leave means leave sanctioned under special circumstances without any pay and allowances to the following extent when no other kind of leave is due, or when the employee specifically applies for extra-ordinary leave:
- i. Up-to three months on any one occasion other than on grounds of illness.
 - ii. Up-to six months on any one occasion on Medical Certificate for disease other than T.B., Leprosy and Cancer.
 - iii. Up-to eighteen months on anyone occasion in Cases of treatment for T.B., Leprosy and Cancer.
- 15.2 Entitlement of extra-ordinary leave if given in respect of employees engaged on contract shall not exceed 20 days on any one occasion.
- 15.3 The Managing Director has been authorized to give sanction/ex.post facto sanction to avail EOL for a period not exceeding 300 days in exceptional cases.
- 15.4 In no case the total extra-ordinary leave admissible to an employee during the entire service period shall exceed five years.
- 15.5 Where an employee fails to resume duty on the expiry of the period of extra-ordinary leave granted to him or where an employee who is granted a lesser amount of extra-ordinary leave than the maximum admissible, remains absent from duty for any period which together with the extra-ordinary leave already granted exceeds the limit up to which he could have been granted such leave under the above provisions he, shall, unless the Managing Director in view of the exceptional circumstances of the case otherwise determines, be deemed to have abandoned/resigned his appointment and shall accordingly, cease to be in the service of the Company automatically.
- 15.6 Intervening Sundays and Holidays falling within the spell of EOL will be counted as EOL. However, the holidays preceding and or succeeding the leave period shall not be counted as leave.
- 15.7 The period of sanctioned EOL is not to be treated as break in service. However, for the period of EOL, the employee is not entitled any EL or HPL as he has not earned the same.
- 15.8 When an employee proceeds on EOL either on medical ground or otherwise he/she is not eligible for probation/increment for the period of EOL, and thus, direct postponement of probation/increment for the period he/she remains on EOL for whatever reasons.

15 (A) STUDY LEAVE

(Admissible to Regular Employees only)

- 15(A)1.1 Study Leave is admissible for a maximum period of three years only once during the entire service of the employee, subject to the exigencies of work.
- 15(A)1.2 Study Leave may be granted to an employee to enable him to undergo a special course of study as notified as prescribed qualification for the purpose of Promotion Policy. In addition to above, employee in the field of Engineering & Medical may be granted leave for Post Graduate Degree in respective line.
- 15(A)1.3 Study Leave shall not be granted to an employee unless :
- a) It is certified by the HOD that the proposed course of study or training shall be of definite advantage from the point of view of Corporation's interest, with reasons thereof.
 - b) It is for pursuing of studies in subjects other than academic or literary subjects;
 - c) He/She has rendered minimum five years of service under the Corporation. However, Study Leave may be granted after rendering minimum two years in the Corporation for pursuing of PG/M. Tech/M.S.(Tech.) Programme in respective discipline/ stream relevant to the business of Power sector.
 - d) He/She is not due to retire, or does not have the option to retire from the Corporation within five years of the date on which he is expected to return to duty after the expiry of the leave.
- 15(A) 1.4 Study Leave will not be debited to the regular leave account of employee. This leave may be combined with any other kind of leave. However, total leave under Sub Rule 1.1 and Sub Rule 1.4 will not exceed three years.
- 15(A) 1.5 The employee will not be entitled to any pay or allowances during the period of study leave.
- i. The employee who is granted study leave to pursue his/her study either in India or abroad will not be paid any kind of travel expenses.
 - ii. During the period of study leave, the employee will not earn any Earned Leave, Half Pay Leave and any other kind of leave for the period of his study leave duration.

- iii. The study leave shall be granted only once during the total service tenure of the employee in the Corporation.
- 15(A)1.6 Acceptance of any part time scholarship honorarium or any other payment during this period without prior approval of the Competent Authority is prohibited.
- 15(A)1.7 No study allowance shall be paid during study leave for courses of study in India and abroad.
- 15(A)2 **Execution of Bond**
 - (a) The employee is required to execute a Bond **Annexure-V** immediately before proceeding on study leave to serve the Corporation for a period of five years after completion of the course. In case of default, he is liable to pay to the Corporation a sum of Rs.30,000/-, 60,000/-, 1,00,000/- as Bond Money for one year, two years and three years study leave respectively. However, employee who has been granted study leave after serving 2 years but before rendering 5 years service in the corporation will require to pay sum of Rs.2 Lakhs in case of default.
 - (b) In case the employee leaves the services of the Corporation during the period of study leave itself, the entire bond amount is recoverable from him. The entitlement of Gratuity & Provident Fund in such cases will be dealt with in accordance with the rules of the Corporation from time to time.
 - (c) If, however, the employee leaves the service of the Corporation during the bond period, the bond amount will be payable by him, as per the Rules of the Corporation, as in vogue from time to time. If he joins Public Sector undertaking/Government Service with the Corporation's concurrence, the bond may be transferred.
- 15(A)3 **Effect of Study Leave on promotion & seniority**
 - 15(A)3.1 During the study leave period, the employee shall not be considered for promotion. However, the period will count for eligibility for promotion. The employee will be considered for promotion, as per the Corporation's Policy, after rejoining duties on expiry of study leave.

- 15(A)3.2 The duration of study leave availed without completing the study will not be reckoned for the purpose of eligibility for promotion. The employees will also not be eligible for grant of study leave again.
- 15(A)3.3 Leave period will be counted to determine eligibility for advances/loans as per HPPCL rules.
- 15(A)4 Employee is required to vacate corporation's accommodation/ leased accommodation provided to him, if any, within six months of his proceeding on study leave, failing which market rent will be charged.
- 15(A)5 The employee is entitled to the benefit of continuity of service for CPF and Gratuity and if the employee chooses to contribute to his Provident Fund account, the Company will not make a matching contribution.
- 15(A)6 Procedure for grant of Study Leave**
- 15(A)6.1 The employee will apply through proper channel to his head of Department/Project for permission, to join the course as soon as the advertisement/notification is issued by the concerned Institution, in the prescribed format **Annexure-VI**. This will be examined by the Head of Department/Project and forwarded to the concerned personnel Department with recommendation for onward transmission to Corporate Personnel Department. Wherever possible, a copy of the application form prescribed by the Institution must also be attached.
- 15(A)6.2 The sanctioning authority for study leave shall be M.D.
- 15(A)6.3 On completion of the course, the employee shall submit to the sanctioning authority a certificate/ degree/ paper in support of his having passed the examination, which should indicate the dates of commencement and completion of the course, with the remarks, if any, of the authority in-charge of the course.
- 15(A)6.4 The Managing Director have power to interpret/modify/amend the rules pertaining to study leave. The decision of Managing Director shall be final and binding.

16.0 Maternity Leave:

This may be granted to married female employees (excluding Apprentices/ Trainees), with less than two surviving children in accordance with the following rules:

- 16.1 The Leave may be granted on full pay for a period which may extend up to the end of three months from the date of its commencement or to end of six weeks from the date of confinement, whichever is earlier, subject to production of medical certificate from the Attending Medical Officer.
- 16.2 It may be combined with leave of any other kind, but only if the request for such leave is supported by a medical certificate from the Medical Officer.
- 16.3 Maternity Leave will also be allowed in case of miscarriages/abortion subject to the condition that the leave does not extend beyond six weeks from the date of miscarriage or abortion. Request for leave must be supported by a medical certificate from Authorized Medical Officer of Govt. Hospital.
- 16.4 In respect of matters, not specified above, the provisions of Maternity Benefit Act, 1961 shall apply.

Maternity leave may be granted to a female married employee for a period upto 135 days with effect from the date of commencement (before delivery but not earlier than 6 weeks from the expected date of delivery) subject to the condition that prior permission is obtained by the employee and she fulfils other prescribed criteria. The condition for restriction of maternity leave to six weeks from the date of confinement can, therefore, be relaxed with the prior approval of sanctioning authority.

In view of the provisions at Section 5(2) of the Maternity Benefit Act, 1961, Maternity Leave may be granted to a female married employee who has actually worked in the Company for period of not less than 160 (One hundred and sixty) days in the twelve months immediately preceding the date of her expected delivery. In other words, a married female employee with less than one year's service may be granted Maternity Leave provided she has actually worked for minimum period of 160 days before her expected delivery date; and in case of a married female employee with one year's service or more in the Company, Maternity Leave may be granted provided she has actually worked for 160 days in the 12 months immediately preceding her expected delivery date. For the purpose of calculating the number of days actually worked, the number of days on which an employee has physically worked only is

to be taken into account. In other words the days on which she might have been on leave and holidays (including Sundays), of whatever nature, are to be treated as days not actually worked. However, the days, if any, on which she might have been laid off during the period under consideration are to be deemed as days actually worked by her.

16(A) Paternity Leave:

- 16(A)1 A male employee with less than two surviving children (excluding Apprentices/ Trainees) of the Corporation with less than 2 surviving children may be granted "Paternity Leave" for a period of 15 days, which can be availed 15 days before or within six months from the date of delivery of the child.
- 16(A).2 Paternity Leave shall not be debited against the leave account and may be combined with any other kind of leave (as in case of Maternity leave).
- 116(A).3 Subject to the above, it shall be granted only twice in the entire period of service.

17.0 Quarantine Leave:

- 17.1 Quarantine Leave is leave of absence from duty necessitated as a consequence of the presence of certain infectious diseases in the family or household of the employees. Such leave may be granted by the leave sanctioning authority on the certificate of the Authorized Medical Officer for a period not exceeding 21 days, or in exceptional circumstances, 30 days. Any leave necessary in excess of this period shall be treated as leave of the type that may be available to the credit of the employees. Quarantine leave can also be granted in continuation of any other kind of leave other than casual leave. An employee on quarantine leave will not be treated as absent from duty and his pay will not be affected.
- 17.2 Cholera, Small-pox, Plague, Diptheria, Typhus fever and Cerebro-spinal meningitis may be treated as infectious disease for which quarantine leave can be granted.
- 17.3 Quarantine leave can be granted to an employee at a place other than his Headquarters also provided that he had gone there on duty or authorized leave with permission of competent authority.

18.0 Compensatory Offs:

Regular non-executive employees if required to work on weekly holidays or a closed holiday may be granted compensatory off within the next three months. Compensatory off will not be accumulated. The procedure for availing and maintaining record of Compensatory Off is detailed at **Annexure-VII**

19.0 Setting off of Leave towards Notice Period:

Where an employee resigns his post of his own volition and is required to give notice under terms and conditions of his appointment or deposit pay and allowances for the specified period in lieu thereof, the employee may be permitted, at the discretion of the Company to set off the earned leave at his credit on the date of leaving service towards the notice period.

20.0 Transfer of Leave:

- 20.1 "Earned Leave" transferred from other Public Undertaking/Government Department/Semi –Government /Autonomous Body by virtue of service put in by the employee in the Organization shall be kept as a separate credit to be availed by him provided a lump-sum equivalent of leave salary is paid to this Corporation by the Organization concerned.
- 20.2 In case any employee of the Corporation joins another Public Sector undertaking/ Semi-Government/Govt. Organization or Autonomous Body, earned leave at his credit alongwith the amount of leave salary may be transferred at the discretion of this Corporation if acceptable to the new employer provided he has forwarded his application through proper channel.
- 20.3 In respect of regular HPPCL employees leaving the services of the Corporation and joining another Public Sector Undertaking/Govt. Organization, transfer of the accumulated Half Pay Leave standing to the credit of the employee in HPPCL/to the borrowing organization shall be permitted, provided the application of the employee for employment in the concerned PSU was forwarded through proper channel/a No objection certificate was issued to the employee for his employment in the said organization. The procedure for transfer of HPL shall be the same as for Earned Leave.

21.0 Leave Salary:

An employee on earned leave shall be entitled to leave salary on full pay. Full pay for purpose of these Rules shall be the pay drawn immediately prior to proceeding on leave. Employees proceeding on earned leave for more than 30 days will be entitled to draw leave salary advance limited to one month.

22.0 Combination and Conversion of Leave:

Subject to the other relevant provisions, any kind of leave other than casual leave and Compensatory off may be granted in combination with or in continuation of any other kind of leave.

23.0 General Conditions for Grant of Leave:

- 23.1 It shall be the endeavor of the Management to grant all reasonable requests for leave which should be submitted well in time. However, leave cannot be claimed as a matter of right. The sanctioning authority, may at his discretion revise, curtail or revoke leave at any time according to the exigencies of service.
- 23.2 In a case where an employee on leave is recalled to duty in the interest of the Corporation's work, single railway fare of the entitled class will be paid from the station of leave to station of duty. The leave in such case shall end on the day the return journey commences.
- 23.3 Except when leave is taken on medical grounds duly supported by medical certificate issued by Registered Medical Practitioner, the number of times leave (other than casual leave) may be availed by an employee during a calendar year shall not exceed three and the employees must proceed on leave only after it has been sanctioned provided that there is no restriction as regards the number of times in a year an employee can avail of Earned Leave.
- 23.4 The limit as to how many employees may be granted leave at one time in each section/department shall be fixed or decided by the competent authority from time to time.
- 23.5 An employee returning from leave shall ordinarily report back to the post wherefrom he/she proceeded on leave, unless otherwise intimated by the competent authority.
- 23.6 All applications for leave for three days or less shall be made at least 24 hours before the time from which leave is required. Applications for leave for more than three days shall be made at least 7 days before the date from the day the leave is required, except in special cases.

- 23.7 Request for extension of leave in all cases may be considered only if the same has been received from an employee giving reason for such extension, sufficiently in advance of the expiry of the leave granted to him. Extension of leave so requested by an employee shall not be considered as sanctioned unless a communication to that effect is received by that employee from the Competent Authority.
- 23.8 If the request for extension of leave is on grounds of illness of the employees, it shall be accompanied by medical certificate from a Registered Medical Practitioner.
- 23.9 The sanctioning authority on receiving the application for extension of leave may at its discretion, grant the extension asked for, or grant it for a lesser period or refuse the extension. Decision so arrived at, shall be communicated to the employees as soon as possible.
- 23.10 Where the extension of leave has been granted once, on the grounds of illness, second or subsequent requests for further extension on grounds of illness shall be accompanied by a certificate from a medical officer of Government Hospital.
- 23.11 Where an employee has been sanctioned leave or an extension of leave on medical grounds the employee will be required to produce FITNESS CERTIFICATE from the Authorized Medical Officer at the time of resuming duty.

24.0 Other Employment during the Leave:

An employee on leave shall not take up any service or accept any employment.

25.0 Return to Duty:

No employee on leave shall return to duty before the expiry of the period of leave granted to him except with the permission of the authority competent to grant leave.

26.0 Leave/Cash payment in lieu of leave beyond the date of retirement, compulsory retirement or quitting of service.

(1) No leave encashment shall be granted to an employee beyond:-

- a) The date of his retirement, or
- b) The date of his final cessation of duties, or
- c) The date on which he retires by giving notice to Corporation or he is retired by Corporation by giving him notice or pay and allowances in lieu of such notice, in accordance with the terms and conditions of his service, or
- d) The date of his resignation from service.

(2) (a) Where an employee retires on attaining the normal age prescribed for retirement under the terms and conditions governing his service, the authority competent to grant leave shall *suo motu* ,issue an order granting cash equivalent of leave salary for earned leave, if any, at the credit of the employee on the date of his retirement, subject to a maximum of 300 days.

(b) The cash equivalent under Clause (a) shall be calculated as follows and shall be payable in one lump sum as a onetime settlement.

No House Rent Allowance or Compensatory (City) Allowance shall be payable:-

Cash Equivalent =	Pay admissible on the date of retirement plus dearness allowance admissible on that <u>date</u> X 30	Number of days of unutilized earned leave at credit on the date of retirement subject to the maximum of 300 days(including the number of days for which encashment has been allowed along with Leave Travel Concession while in service).
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(3) 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 retirement 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 Corporation dues, if any.

(4) (a) Where the service of an employee has been extended, in the interest of public service beyond the date of his retirement, he may be granted :-

(i) During the period of extension, any earned leave due in respect of the period of such extension *plus* the earned leave which was at his credit on the date of his retirement subject to a maximum of 180 days/ 300 days.

(ii) After expiry of the period of extension, cash equivalent in the manner provided in sub- rule (2) in respect of earned leave at credit on the date of retirement, *plus* the earned leave earned during the period of extension, reduced by the earned leave availed of during such period, subject to a maximum of 300 days.

(b) The cash equivalent payable under sub-clause (ii) of Clause (a) of this sub-rule shall be calculated in the manner indicated in Clause (b) of sub-rule (2) above.

(5) An employee who retires or is retired from service in the manner mentioned in Clause (c) of sub-rule (1), may be granted *suo motu*, by the authority competent to grant leave, cash equivalent of the leave salary in respect of earned leave at his credit subject to a maximum of 300 days and also in respect of all the half pay leave at his credit, provided this period does not exceed the period between the date on which he so retires or is retired from service and the date on which he would have retired in the normal course after attaining the age prescribed for retirement under the terms and conditions governing his service. The cash equivalent shall be equal to the leave salary as admissible for earned leave and/or equal to the leave salary as admissible for half pay leave *plus* dearness allowance admissible on the leave salary for the first 300 days (including the number of days for which encashment has been allowed along with Leave Travel Concession while in service) at the rates in force on the date the employee so retires or is retired from service. The pension and pension equivalent of other retirement benefits and *ad hoc* relief/ graded relief on pension shall be deducted from the leave salary paid for the period of half pay leave, if any for which the cash equivalent is payable. The amount so calculated shall be paid in one lump sum as a onetime settlement. No House Rent Allowance or Compensatory (City) Allowance shall be payable:

Provided that if leave salary for the half pay leave component falls short of pension and other pensionary benefits, cash equivalent of half pay leave shall not be granted.

(6) (a) (i) Where the services of an employee are terminated by notice or by payment of pay and allowances in lieu of notice, or otherwise in accordance with the terms and conditions of his appointment, he may be granted, *suo motu* by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date on which he ceased to be in service subject to a maximum of 300 days.

(ii) If an employee resigns or quits service, he may be granted, *suo motu*, by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date of cessation of service, to the extent of half of such leave at his credit, subject to a maximum of [150 days].

(iii) An employee, who is re-employed after retirement may, on termination of his reemployment, be granted, *suo motu*, by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date of termination of re-employment subject to a maximum of 300 days (including the number of days for which encashment has been allowed along with Leave Travel Concession while in service) including the period for which encashment was allowed at the time of retirement.

(b) The cash equivalent payable under Clause (a) shall be calculated in the manner indicated in Clause (b) of sub-rule (2) and for the purpose of computation of cash equivalent under sub-clause (iii) of clause (a), the pay on the date of the termination of re-employment before adjustment of pension and pension equivalent of other retirement benefits, and the Dearness Allowance appropriate to the pay.

26-A Cash equivalent of leave salary in case of death in service.

In case an employee dies while in service, the cash equivalent of the leave salary that the deceased employee would have got had he gone on earned leave that would have been due and admissible to him but for the death on the date immediately following the death and in any case, not exceeding leave salary for 300 days shall be paid to his family in the manner specified in Rule 26-C without any reduction on account of pension equivalent of death-cum-retirement gratuity.

Note: - In addition to the cash equivalent of leave salary admissible under this rule, the family of the deceased employee shall also be entitled to payment of Dearness Allowance only as per orders issued in this behalf separately.

26-B Cash equivalent of leave salary in case of invalidation from service.

An employee who is declared by a Medical Authority to be completely and permanently incapacitated for further service may be granted, *suo motu*, by the authority competent to grant leave, cash equivalent of leave salary in respect of leave due and admissible, on the date of his invalidation from service, provided that the period of leave for which he is granted cash equivalent does not extend beyond the date on which he would have retired in the normal course after attaining the age prescribed for retirement under the terms and conditions governing his service. The cash equivalent thus payable shall be equal to the leave salary as calculated under sub-rule (5) of Rule 26. An employee not in permanent employ or quasi-permanent employ shall not however, be granted cash equivalent of leave salary in respect of half pay leave standing at his credit on the date of his invalidation from service.

26-C. Payment of cash equivalent of leave salary in case of death, etc., of Government servant

In the event of the death of an employee while in service or after retirement or after final cessation of duties but before actual receipt of its cash equivalent of leave salary payable under Rule 26, 26-A and 26-B, such amount shall be payable :-

- (i) To the widow, and if there are more widows than one, to the eldest surviving widow if the deceased was a male employee, or to the husband, if the deceased was a female employee;

Explanation: - The expression “eldest surviving widow” shall be construed with reference to the seniority according to the date of the marriage of the surviving widows and not with reference to their ages;

- (ii) failing a widow or husband, as the case may be, to the eldest surviving son; or an adopted son;
- (iii) failing (i) and (ii) above, to the eldest surviving unmarried daughter;
- (iv) failing (i) to (iii) above, to the eldest surviving widowed daughter;

- (v) failing (i) to (iv) above, to the father;
- (vi) failing (i) to (v) above, to the mother;
- (vii) failing (i) (vi) above, to the eldest surviving brother below the age of eighteen years;
- (viii) failing (i) to (vii) above, to the eldest surviving unmarried sister;
- (ix) failing (i) to (viii) above to the eldest surviving widowed sister;
- (x) failing (i) to (ix) above, to the eldest surviving married daughter; and
- (xi) failing (i) to (x) above, to the eldest child of the eldest pre-deceased son.

26-D. Cash equivalent of leave salary in case of permanent-absorption in Public Sector Undertaking/ Autonomous Body wholly or substantially owned or controlled by the Central/ State Government.

An employee who has been permitted to be absorbed in a service or post in or under a Corporation or Company wholly or substantially owned or controlled by the Central Government or State Government or in or under a body controlled or financed by one or more than one such Government shall be granted *suo motu*, by the authority competent to grant leave cash equivalent of leave salary in respect of earned leave at his credit on the date of absorption subject to maximum of 300 days (including the number of days for which encashment has been allowed along with Leave Travel Concession while in service) This will be calculated in the same manner as indicated in Clause (b) of sub-rule (2) of Rule 26.

27.0 Deductions:

No deduction other than income tax and over payments, if any, will be made from the amount of leave encashment payable to a serving employee. In cases of retirement/ Retrenchment/ resignation or death, Company's dues if any, should be recovered from the amount of encashment.

28.0 Application for Leave:

29.1 Employees will be required to submit applications on Leave Book **(Annexure – III)** for Earned Leave, Half-pay, Commuted, Sick Leave, EOL, Maternity Leave/ Paternity Leave and for CL on Casual Leave Card **(Annexure-IV)**

- 29.2 Establishment Deptt./time Office will issue on 1st of every year Casual Leave Card to each employee and Leave Book at the time of joining.
- 29.3 For entry into the Leave Book each employee will submit Leave Book to Establishment Deptt/time Office on 30th June and 31st December each year for advance recording of leave.
- 29.4 Every time leave, other than casual leave sanctioned, the employee will present the card to Estt./Time Office for entry and for purposes of drawing pay. Procedure for presentation of card and making entry is detailed at **Annexure-VIII**.
- 29.5 Estt. Deptt/time Office will keep account of all leave except casual leave which will be kept by concerned Head of the Departments section wise.

ANNEXURE- I

ENTITLEMENT OF LEAVE (Rule 7.1)

Type of Leave	Executive & Supervisor	Accumulation	Workmen & Trainees#/ (Other than Act Apprentice)	Accumulation
1.Casual	12 days in a Calendar year	Nil	12 days in a calendar year	Nil
2. Earned Leave	1. 30 days per year for regular employees 2. 15 days per year for contract employees	1. 300 days 2. 60days	1. 30 days per year for regular workmen employees 2. 15 days per year for contract employees	300 days 60 days
3.HPL	20 days per year	180 days	20 days per year for workmen	180 days
4.Sick Leave	Nil	Nil	10 days on full pay per year (Trainees/Apprentices only)	Nil

Note:# Entitlement of leave during training period shall be as indicated above. However, if leave (except RH) for more than 20 days is sanctioned in such cases the training period of the Trainees will be extended to the extent of leave period sanctioned.

Himachal Pradesh Power Corporation Limited
(A State Government Undertaking)

APPLICATION FOR LEAVE OR FOR EXTENSION OF LEAVE (Rule 29.1)

- 1. Name of applicant.....
- 2. Post held.....
- 3. Department, Office & Section.....
- 4. Pay.....
- 5. House rent & other compensatory allowances
Drawn in the present post.....
- 6. Nature & Period of leave applied for & date from which required.....
- 7. Sunday & Holidays, if any, proposed to be Prefixed/ suffixed to leave.....
- 8. Grounds on which leave is applied for
- 9. Date of return from last leave, and the
Nature and period of that leave.....
- 10. I proposed/do not proposed to avail myself to leave travel concession
for..... The block years.....during.....
The ensuring leave.....
- 11. Address during leave period.....

Signature of applicant (With date)

- 12. Remarks and/or recommendation of the Controlling Officer.....

Signature(with date)
Designation.

CERTIFICATE REGARDING ADMISSIBILITY OF LEAVE

- 13. Certified that(Nature of leave) for(Period)
From.....to.....is admissible under Rule.....of the
HPPCL Leave Rules.

Signature (with Date) Designation

- 14. Orders of the authority completed to grant leave.....

Signature (with date) Designation

Himachal Pradesh Power Corporation Limited
(A State Government Undertaking)

Year 20.....

CASUAL LEAVE CARD

Name:

Designation:

Department/Branch:

Date of Joining:

(Issuing Authority)

- 1) Casual leave and Restricted leave is to be applied on the leave card.
- 2) Gazetted and Non-Gazetted employees will submit their casual leave and restricted leave application on this leave card.
- 3) The record of casual leave and restricted leave will be maintained by the personal assistant of the sanctioning authority.
- 4) The leave authority in the Corporate Office will be controlling officer of the individual concerned. In case of the staff of Projects, the sanctioning authority will be In-charge/ Head of individual concerned.
- 5) 12 Days: casual leave will be eligible for all categories in a calendar year.
- 6) Casual leave will be credited in the account of employee on the 1st January of every year. The employees who join their duties after the commencement of the calendar year, the casual leave will be credited proportionately in their account as per rules.
- 7) Casual leave can be taken for a half day. Lunch Break will be the dividing line in such cases.
- 8) Un-availed casual leave will lapse at the end of every calendar year. Casual leave cannot be combined with any kind of leave except restricted leave.
- 9) Sundays/ Holidays falling in between casual leave will not be treated as Casual leave. Total duration of absence at a time will not be more than **four days** including Sunday/ leave in the intervening period except prefixing/ suffixing Sundays/ Holidays.
- 10) Leave can be curtailed or rejected by the sanctioning authority keeping in view the exigencies of the work.
- 11) Applicability of leave will be governed under the terms & conditions detailed in the revised Leave Rules, 1972.
- 12) Two restricted leave can be taken by an employee in a calendar year after getting the same sanctioned out of the notified list of such holidays.
- 13) No application will be accepted for causal leave/restricted leave except in unavoidable circumstances.

Total Casual Leave: 12

From	To	No. of Days	Leave/Holidays to be prefixed/ suffixed or in the intervening period, if any	Station Leave	Signature of the employee	Signature of the Sanctioning Authority	Balance	Remarks
1	2	3	4	5	6	7	8	

Restricted Leave: 2

Date	Name of the Festival	No. of Days	Signature of the employee	Signature of the Sanctioning Authority	Balance	Remarks

B O N D

(To be executed on Non-judicial stamp paper of Rs.20/-)

KNOW ALL MEN BY THESE PRESENTS THAT I _____
S/o/D/o _____ residing at _____ (hereinafter called the "First Party") do hereby bind myself to the Himachal Pradesh Power Corporation Limited (A State Govt. undertaking) constituted under the Companies Act, 1956, having its registered office at Himfed Building, Shimla-5 (hereinafter called the "Company") which expression shall include its successors administrators and assigns, to pay Rs. _____ on its demand without demur, reservation contest recourse or if payment is made from a country other than India then amount equivalent to the said sum of Rs. _____ in the currency of that country converted at prevailing official rate of exchange between the country and India in the event of committing breach of the terms laid down in the Study Leave Scheme

WHEREAS the First Party, who has been sanctioned Study Leave for course/qualification _____ at _____ for a period of _____ AND WHEREAS on account of the aforesaid Study Leave to First Party the Company has to bear heavy liability.

AND WHEREAS the First Party has agreed that during the period of Study Leave for a period of _____ years he/she will observe good behaviour during Study Leave and to serve the Company or any department of Industrial Undertaking of Government of India, if so directed by the Company to the fullest satisfaction of the Company for a minimum period of 5 (five) years after resuming duty on completion of course.

AND whereas it is necessary for the observance of conditions set out above and for the purposes mentioned below, the First Party execute a bond in favour of the Company.

NOW THE BOND WITNESSETH AS FOLLOWS:

That in the event of the above Shri/Smt. _____
S/o/DO _____ (First Party).

- (a) Failing to report forthwith on arrival in India, after successful completion of his course and to rejoin the post originally held by him/her in the company on the existing terms and conditions of his service; or
- (b) Failing to serve the Company or any other department or Industrial Undertaking of Government of India, as directed by the Company; for a minimum period of 5 (five) years after resuming duty on the successful completion of Course;

- (c) Failing to observe the rules and regulations governing the terms and conditions of service for the time being in force during his Study Leave or service period as aforesaid; or
- (d) Failing to refund to the Company any payment made to him/her.
- (e) Failing to intimate to the Company the amount and other particulars in respect of any honorarium or other monies earned or received by him/her during the period of his course.

The first bonded party Shri/Smt. _____ shall forthwith refund to the Company on demand and without demure reservation, context, recourse or protest the bond money not exceeding Rs. _____ (Rupees _____ only) together with interest thereon calculated at Government rates applicable at that time in market from the date of demand by the Company and upon his/her making such payment to the Company the above obligation shall be discharged and shall not be enforceable, otherwise the same shall remain in full force and virtue.

The Company's rights to other claim or remedies open under law shall not however be prejudiced.

It is hereby agreed and declared that the decision of the Company as to whether the above bounden First Party has or has not performed and observed the obligations and conditions herein before contained shall be final and binding on the First Party.

The Company shall have the right to take any action against the First Party in accordance with the Rules and Regulations governing the terms and conditions of service of its employees, in addition to its right under these presents.

The Company reserves the right in the event of breach of any conditions mentioned above, to demand payments from First Party or sue the First Party

All suits and actions arising out of, connected with or relating to these presents shall be instituted only in the courts at Shimla having jurisdiction over the Company's Office.

Signed this _____ day of _____ 200 .

Signed in the presence
of Shri _____

Signature of the First Party
Full Address:

Address:

IN THE PRESENCE OF ACCEPTED FOR AND ON BEHALF OF HPPCL
(Name & Address of Witness)

APPLICATION FOR STUDY LEAVE

Part – A (To be filled by employee)

Name: _____ **Employee Code.** _____
Designation: _____ **Department:** _____
Date of Joining: _____ **Qualification already acquired:** _____

Part – B

Name of Course/Qualification:
Name of Institute/University:
Duration of Course:
Recognized by:
Specialized subject of course:
Date of Commencement of Course:
Expected date of Completion of Course:
Result to be declared by (Month/Date):
In what way the course is useful for the Corporation:
Period of Study Leave:
Whether would you like to avail HPL/EL in your credit :

I hereby confirm that the information furnished above is true to the best of my knowledge. I will not claim any financial benefit during the leave period from Himachal Pradesh Power Corporation Limited. I also hereby undertake to abide by the study leave rules of HPPCL and amendments made their in from time to time.

Signature of Applicant

Part – C (For Recommendations by HOD with Justification).

Name of HOD.....
Designation.....

Part – D (For Concerned P & A Department).

The details in respect of Shri/Smt, Emp.Code ,as per our record, are as under :

1. Qualification:
2. HPL in credit:
3. EL in credit:
4. Outstanding Loans:

(Signature of Head of Personnel) **Part – E** (For Head of Project/Concerned Director)

It is hereby recommended that Shri/Smt. Emp.No. may be relieved for the period from to for Study Leave and no additional manpower is required in place of him/her.

(Signature of HOP/HOD)

Part – F Signature of Head of Corporate P&A

.....

PROCEDURE FOR AVAILING & MAINTAIN RECORD OF COMPENSATORY OFF

- a) Whenever a Non-Executive employee is required to work on weekly/Closed Holiday for the full day or a part thereof but exceeding 5 hours in a day, he will be granted Compensatory Off for maximum one day. However, in exceptional circumstances if an employee is required to work for less than 5 hours or before lunch break he shall be entitled for ½ day Compensatory Off. The Compensatory Off shall not be sanctioned for half day. Two half day Compensatory Off shall be combined together for sanctioning of one day Compensatory Off and to be availed within stipulated period.
- b) Written permission of Head of the Division not below the rank of Senior Manager should be obtained before deploying an employee for any job on a closed holiday/weekly holiday indicating the urgency & nature of job. If it is not possible to obtain written permission, verbal permission over telephone should be obtained which invariably should be followed with the written approval of the Head of the Department for engagement of an employee on Compensatory Off in order to avoid misuse of the above facility
- c) Separate attendance record for having worked on a weekly/closed holiday should be maintained by the concerned department. The format of attendance record is given at Appendix-I
- d) The Head of the Division will approve the Compensatory Off on request of concerned employees within three months from the date on which the non-executives has worked, in the prescribed format as given in the **Appendix-II** below. The Compensatory Off to the employees will be staggered so that not more than two employees will be on Compensatory Off on any particular day to avoid non-availability of employees.
- e) The approval shall be forwarded to concerned P&A Department for issuing sanction order. A copy of the sanction order will be marked to F&A for release of payment.
- f) In absentee statement the availing of Compensatory Off has to be reflected by giving the dates on which the Compensatory Off was availed.
- g) F&A will release the payment in respect of Compensatory Off after receipt of the sanctioned order from concerned P&A Department.

APPLICATION FOR APPROVAL OF COMPENSATORY OFF

Name of the employee.....Employee Code.....
Designation.....Department/Section.....

I have worked on following weekly/ closed holidays:

Date	Duties Performed

The compensatory off in lieu of above may be allowed from.....to.....

Dated..... Signature of Employee

It is certified that the above information is true and the employee was deployed in the interest of the HPPCL. The Compensatory off from.....to..... period is approved.

Dated..... Signature of Head of Division

To concerned P&A Department

PROCEDURE FOR AVAILING LEAVE

1. After approving the leave, Approving Authority will forward the Leave Book to concerned P&A Department.
 2. The Concerned P&A Department will issue the sanction order after making necessary entry in Leave Book and Leave Ledger, and mark a copy to concerned F&A Deptt. Approving Authority and Individual concerned.
 3. The F&A Department will release the salary in respect of leave period after receiving the Sanction Order from P&A Deptt only.
 4. The leaves approved by the Competent Authority up to 20th day of Calendar month, be intimated to concerned P&A Department by 21st day of the same month. The concerned P&A Department will issue the Sanction Order and ensure that a copy of the same reaches F&A Deptt. by 22nd day of the same month.
 5. In case leave availed in respect of an employee is not indicated in the sanction order, F&A will not release salary for that period.
 6. Concerned Section/Department will also forward a copy of absentee statement by indicating all kind of leaves/absence including on account of CL/Tour to Concerned P&A Department. The concerned P&A Department will verify the leave sanctioned vis-à-vis entries made in the leave ledger.
 7. The above procedure will be applicable to all the offices of HPPCL including projects.
-

3.4 ALLOTMENT OF RESIDENTIAL ACCOMMODATION RULES

1. Short title, commencement and application:

- 1.1 These rules may be called Allotment of Residential Accommodation Rules of HPPCL, 2009.
- 1.2 These shall apply to the whole of Himachal Pradesh Power Corporation Limited i.e. HPPCL Corporate Office and the Projects/Offices under its management.
- 1.3 These rules shall come into force from the date of their approval from the Board of Directors of HPPCL.

2. Definition:

In these Rules, unless the context otherwise requires:-

- 2.1. **“Allotment”** means the grant of permission to occupy a residence in accordance with the provisions of these rules as may be in force from time to time.
- 2.2. **“Corporation”** means the Himachal Pradesh Power Corporation Limited, including the Projects/Offices under its management.
- 2.3. **“Employee”** means a person appointed against a regular post and includes probationers and deputationists, but excludes Trainees, Apprentices, Temporary, Casual, Muster Roll and Work charged employees.
- 2.4. **“Family”** means the wife or husband, as the case may be, parents, children, step children, legally adopted children, wards taken under the Wards Act, brothers or sisters as ordinarily may reside with and are dependant on the employee.
- 2.5. **“Local employee”** means an employee who has got his residence within a radius of 8 kms. from the concerned project or the office of posting, which is owned either by himself and/or by his dependant family members. If any employee who was a land oustee and/or his family member has been given plot/plots of land or built in residence or any other facility for purpose of rehabilitation by the Company, then he will also be deemed as a local employee for the purpose of these rules.

- 2.6. **“Management”** means the Managing Director of HPPCL, Corporate Office or any person duly authorized by him in case of corporate office and General Manager/Head of the concerned Project of HPPCL in case of Project for the purpose of these rules.
- 2.7. **“Standard Rent”** means rent of any accommodation fixed as such under the orders of the management from time to time separately for the employees and other agencies/individuals.
- 2.8. **“Subletting”** means allowing the use of an allotted accommodation in full or in part, by another person, with or without payment of rent by such other person.
- 2.9. **“Residential accommodation”** means accommodation allotted as regular residence of an employee and/or his family members and does not include guest house/transit camp/ field hostel accommodation.
- 2.10. **“Bachelor/Shared Accommodation”**, means accommodation allotted for regular residence of an employee consisting of one room, kitchen and toilet. It does not include guest house/transit camp/field hostel accommodation.

3. Eligibility for Allotment of Accommodation:

The accommodation covered under these Rules is accommodation for residential purposes owned by HPPCL anywhere at the Project site or Corporate Office or any other location. This will also cover accommodation hired by HPPCL due to shortage of own accommodation and further given to the employees for residential purposes. These Rules will not cover accommodation hired under residential lease Rules which is specific to an employee.

- 3.1. All employees will be eligible for allotment of residential accommodation in the township provided that if an employee is under suspension pending enquiry, he will not be eligible for allotment of any accommodation during the period of suspension.
- 3.2. If husband and wife are both employees of the Company and working at the same place, only one of them whosoever gets first allotment will be eligible for allotment.

- 3.3. If one of the spouses is employed by another Government/Semi-Government Organization/ Autonomous Bodies or Public Sector Undertaking and has been allotted residential accommodation from his/her employer in the same place, he/she shall not be eligible for allotment of accommodation by the Company.
- 3.4. If father or mother and unmarried son and/or daughter are both employed by the Company and are working at the same station, then only one of them will be eligible for allotment.
- 3.5. Normally bachelors will be allotted shared accommodation.
- 3.6. An employee who is permitted to the retention of his family accommodation in a place other than the place of posting as per separate rules will be allotted bachelor/shared accommodation only subject to the terms and conditions in force from time to time.

4. Preference for Allotment of residential accommodation to officers/officials:

- 4.1. Preference for House allotment will be given to the following employees:
 - **First preference** for house allotment shall be given to those executives working in shifts in various Projects of HPPCL.
 - **Second preference** for house allotment shall be given to those executives working at site in the Projects and therefore has to work at odd hours.
 - **Third preference** for house allotment shall be for the remaining categories including those working in office.

Similarly, the preference of bachelor/shared accommodation shall also be made in the project site shall be on above basis.

5. Classification of Residential Accommodation:

- 5.1. Save as otherwise provided by these rules/officers/officials will be eligible for allotment of a residence of the Type shown in the table below (in the next page):-

Type of Residential Accommodation	Category of officer/official or monthly basic pay drawn by the officer/official
I	Less than Rs. 3120/-
II	Less than Rs. 5800/- but not less than Rs. 3120/-
III	Less than Rs. 10025/- but not less than Rs. 5800/-
IV	Less than Rs. 14300/- but not less than Rs. 10025/-
V	Less than Rs. 18400/- but not less than Rs. 14300/-
VI	Rs. 18400/- and above

6. Allotment of Residential Accommodation:

- 6.1. An officer who seeks an allotment of residence and for the continuance of accommodation which has been allotted to him shall apply in that behalf to the Director (Personnel) in case of corporate office or any person duly authorized by him or Head of Project in case of Project colony or project accommodation in the form as may be prescribed by HPPCL from time to time.
- 6.2. The seniority list for each category of accommodation will be drawn on 1st January of each allotment year shall be updated quarterly. The applications received up to 15th of the month preceding the month when the seniority lists are to be drawn up will be valid till the next list is out.
- 6.3. An officer/ official who become eligible for higher type of accommodation may apply for the same within fourteen days from the date of such eligibility.
- 6.4. A residence falling vacant will be allotted by the Director (Personnel) or HOP or any person authorized by him for the employees of the corporate office and the Head of Projects of HPPCL respectively.
- 6.5. The management of HPPCL reserves the right to withdraw accommodation from allottees at its discretion by giving 2 months notice.
- 6.6. The Director (Personnel) or any other person authorized by him in case of Corporate office and General Manager of HPPCL (Design Office), Sundernagar and Head of Projects for projects will constitute House Allotment Committee of not more than 3 members and one of the members will also act as Estate Officer of House Allotment Committee in the concerned area/location.

- 6.7. The allotment of residential accommodation shall be till the posting of person in HPPCL for bona-fide use and further permissible retention as under:

S.No.	Events	Permissible period for Retention of Quarters
1.	Resignation, dismissal or termination of service	2 months
2.	Retirement/expiry of contract of appointment (Subject to the condition that employee is not re-employed.)	4 months
3.	Death of the allottee	6 months
4.	Transfer to place outside station unless permitted to retain the family under separate rules	2 months
5.	Leave on medical grounds	Full period of leave
6.	Leave on proceeding on training	Full period

- 6.8. The House Allotment Committee may allot accommodation out of turn to categories for given preference as mentioned in Rule 7 or may reserve some accommodation for them.
- 6.9 Provision for free bachelor accommodation is only for field functionaries working at project site to facilitate their working at odd hours. This will be given to office staff only if surplus accommodation is available.

7. Ad hoc allotment on out of turn basis:

Notwithstanding the provisions of Rule 6, ad hoc Allotment on out of turn basis may be made by the House Allotment Committee to an Officer/official on the following grounds:

- 7.1. On the following type of illness:-

- i. Physically handicapped employees in the following cases:
 - a) The Blind i.e. those who suffer from either of following conditions:
 - Total absence of sight.
 - Visual Acuity not exceeding 6/60 or 20/200 (Snell) in the better eye with Correcting lenses.

- Impression of the field of the vision subtending an angle of 20 degrees or worse.
- b) The Deaf- Those in whom the sense of hearing non functional for ordinary purpose of life. They do not hear; understand sounds at all even amplified speech. The cases include in that category will be those having hearing loss more than 90 decibels in the better ear (profound impairment) or total loss of hearing in both ears.
 - c) The orthopedically handicapped, that is, those who as a result of their orthopedic deformity find it very difficult to move freely; or
 - ii. Heart ailment for self only (heart ailments having symptoms of Grade III and IV which includes serious disabilities like Angina Grade-III and IV or congested cardiac failure Grade III and IV or Malignant Hypertension with symptoms of Grade III and IV); or
 - iii. Tuberculosis (Pulmonary tuberculosis in active phase with risk to other) and cancer, of self, spouse and dependent children.
- 7.2. In the event of death or retirement of an employee, to the wife/husband or son or unmarried daughter, provided that the retired or deceased employee was in occupation of accommodation at the time of retirement or death. Such allotment shall not be made in a category higher than a category to which the ward of the deceased or retired employee is entitled.
- 7.3. In the event of transfer, deputation on Foreign Service sponsored by the Government and study leave of more than one year of allottees, to the spouse of such employee according to his/her entitlement in case the spouse is in Government service and posted at the same station.
- 7.4. In the event of officer occupying an earmarked house and is transferred to another post at the same station or to another station.
- 7.5. An officer/official who after completing of their tenure in the Districts of Lahaul and Spiti, Kinnaur and Pangi Tehsil of Chamba District are transferred.

- 7.6. Personal staff i.e. one out of the Personal Assistant/Private Secretaries etc. of the Ministers.
- 7.7. Whose exigencies of services so warrant.
- 7.8. Notwithstanding anything contained in Sub-rules 1 to 7, an officer/official who owns a house either in his own name or in the name of any member of his family at or near the station of his/her posting, shall not be eligible for ad hoc allotment on out of turn basis.

8. Sharing of accommodation:

- 8.1. No officer/official shall share the residence allotted to him including any of the out houses, garages and stables appurtenant thereto unless authorized to do so by HPPCL.
- 8.2. Any sharing of accommodation with close relatives shall not be treated subletting/ sharing. The following relations will be treated as close relations viz. father, mother, brothers, sisters, grandfather, grandmother, grandsons, granddaughter, uncles, aunts, first cousins, nephews, nieces directly related by blood to allottees, father-in-law, mother-in-law, sister-in-law, son-in-law, daughter-in-law and any other relationship established by legal adoption.

9. Non-acceptance of allotment or failure to occupy the allotted residence after acceptance:

- 9.1. If an officer/official fails to accept the allotment of residence of the type to which he is entitled within five days or fails to take the possession of that residence after allotment within eight days from the date of receipt of the letter of allotment, he shall not be eligible for another allotment for a period of one year from the date of allotment letter.
- 9.2. If an officer/official occupying a residence of type lower than the one to which he is eligible is allotted a residence of the type for which he is eligible under these rules, he may, on refusal of the said allotment or offer of allotment be permitted to continue in the previously allotted residence on the following conditions, namely:
- a) That such an officer/ official shall not be eligible for another allotment for a period of one year from the date of allotment letter for the higher type of accommodation;

b) While retaining the existing residence he shall be charged the same licence fee which he would have had to pay under F.R.45-A in respect of the residence so allotted or offered or the licence fee payable in respect of the residence already in his occupation, whichever is higher for a period /he she has been debarred for the allotment for a period of one year for which he has been debarred for higher type of accommodation.

9.3. a) An officer/official may at any time surrender an allotment by giving intimation so as to reach the Estate Officer at least 10 days before the date of vacation of the residence. The allotment of the residence shall be deemed to be cancelled with effect from the eleventh day after the date on which the letter is received by the Estate Officer or the date specified in the letter whichever is later. If he fails to give due notice, he shall be responsible for payment of licence fee for ten days or the number of days by which the notice given by him falls short of ten days:

Provided that the Director (Personnel) or his nominee/GM (Design)/HOP may accept the notice for a shorter period.

b) An officer/official who surrenders the residence under clause a) of sub-rule 3 shall not be considered again for allotment of accommodation at the same station for a period of one year from the date of such surrender.

- i. When an officer/official in occupation of a lower type of residence than his Entitlement is allotted a residence of the type of which he/she entitled.
- ii. When an officer/official on his re-employment is found to be entitled to a lower type of accommodation.
- iii. When an officer/official is given change of residence to another in the same Type.
- iv. When the residence in occupation of an officer/official is required for a public purpose, repairs or for demolition.
- v. When the allotment of the residence in occupation is cancelled /deemed to be cancelled under the provisions of the allotment rules.
- vi. When the son/daughter etc. of retiring/deceased allot tee gets alternative Accommodations.

10. Power to cancel allotment:

10.1. If any officer/official to whom a residence has been allotted sublets the residence or erects any unauthorized structure in any part of the residence or uses the residence or any portion thereof for any purpose other than that for which it is meant or tampers with the electric or water connections or commits any other breach of rules or of the terms and conditions of the allotment or uses the residence or premises for any purposes, which the HPPCL considers to be improper or conducts himself in a manner which in the opinion of the HPPCL is prejudicial to the maintenance of harmonious relations with his neighbors or has to securing allotment, the HPPCL may without prejudice to any other disciplinary action that may be taken against him cancel the allotment of the residence.

Explanation: In this Rule, the expression 'officer/official' include unless the context otherwise require, a member of his family and any other person claiming through the officer/official.

10.2. If the officer/official has failed to notify the information to the authorities concerned as under the management of HPPCL.

10.3. If any officer/official sublets a residence allotted to him or any portion thereof in contravention of these rule, he may without prejudice to any other action that may be taken against him, be charged damages.

10.4. Where action to cancel the allotment is taken on account of subletting of the premises by the allottee, a period of 7 days shall be allowed to the allottee or any other person residing with him therein to vacate the premises. The allotment shall be cancelled with effect from the date of vacation of the premises or expiry of the period of 7 days from the date of order for cancellation of the allotment, whichever is earlier.

10.5. Where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relations with the neighbors', the officer at the discretion of the HPPCL may be allotted another residence, in the same type at any other place.

11. Interpretation of rules:

11.1. If any question arises as to interpretation of these rules, the decision of the Management of HPPCL shall be final.

12. Delegation of Powers or functions:

12.1. The Managing Director may delegate any or all the powers conferred upon it except the power to make or amend the rules, by the rules to any officer under its control, subject to the conditions as it may deem fit to impose.

12.2. The Managing Director may further delegate all or any of the power exercisable by him to the various Officers of HPPCL in Corporate Office as well as Projects.

13. Amendment of Rules:

13.1. The Corporation reserves the right to amend, add, alter, vary, delete or modify all or any provisions of these rules at any time without giving any notice or assigning any reason thereof. HPPCL may, for reasons to be recorded in writing, relax all or any of the provisions of these rules in the public interest or in cases of extreme compassion.

3.5 COMPANY LEASED RESIDENTIAL ACCOMMODATION

The lease for residential houses for Executives (where HPPCL owned houses are not available) is as follows:

1. The number of units for all the locations should not exceed sixty units. The bifurcation of 60 residential houses for lease is as follows:
 - Corporate office, Shimla - 25 units
 - Integrated Kashang HEP, Reckong Peo - 13 units
 - Shongtong-Karcham HEP, Reckong Peo - 7 units.
 - Sawara-Kuddu HEP, Rohru/Hatkoti - 10 units
 - Renuka Dam Project, Dadahu - 5 units
2. The Executives owning their own house shall not be entitled for self lease.
3. The lease shall be initially for a period of two years only.
4. The Board level and other executives shall identify/locate the houses themselves and lease shall be entered between the owner and the HPPCL, as per terms and conditions finalized after assessing the rent. HPPCL will pay rent only up-to limits given below and excess rent may be paid by the beneficiary himself/herself.

Category of Executives	Ceiling in Shimla (within Municipal Limit) (Rs.)	Ceiling other than Shimla (Rs.)
E ₀	1500	1125
E ₁	2000	1500
E ₂	2250	1675
E ₃	2500	1875
E ₄	2700	2025
E ₅	3000	2250
E ₆	3500	2625
E ₇	3700	2775
E _{7A}	4000	3000
E ₈	4500	3375
E ₉	5000	3750
Board Level	6000	---

The accommodation shall be allotted keeping in view the official exigencies and rules/guidelines framed in this regard.

3.6 Group Personal Accident Insurance Scheme

3.6.1 Applicability

The scheme shall be applicable for Regular, Adhoc, Part-time, Contractual and Daily waged employees of the Corporation.

3.6.2 Coverage

- I. Any kind of accident (Post Mortem Report and FIR is compulsory).
- II. Drowning, Washing away in floods, land-slides, insect bite, snake bite, earthquakes & cyclone.
- III. The cover is available on the 24 hour basis and includes all types of accidents arising anywhere that is at home, in public, whilst engaged in any occupation/ vocational activity and/or travelling by any mode of conveyance, directly caused by external violent & visible means in sudden, unforeseen manner.

3.6.3 Sum Assured/ Benefits in case of accident

- | | |
|--------------------------------|---------------|
| a) Death | Rs. 2.00 Lakh |
| b) Permanent Total Disablement | Rs. 2.00 Lakh |
| c) Loss of one limb + one eye | Rs. 2.00 Lakh |
| d) Loss of one limb/eye | Rs. 1.00 Lakh |

3.6.4 Premium of Rs. 80/- p.a. per employee in one installment shall be deducted.

3.6.5 Procedure of Claims

The concerned DDO(s) shall prefer claims through Head of Department. The following documents will be required to be attached with the claim form duly countersigned by the HOD.

- **In case of Death**

- a) Intimation from heir of deceased within 30 days of occurrence.
- b) Claim form along with copy of FIR, post mortem report by appropriate authority.
- c) Death certificate issued by the appropriate authority.
- d) Legal heir certificate issued by the appropriate authority.

- **In case of Injury**

- a) Intimation from claimant.
- b) Claim form
- c) Treatment & disability certificate in even of permanent disability/ permanent partial disability.

The HODs will ensure to lodge the claim(s) within 90 days after occurrence of the death/ accident complete in every manner so that the claims are paid to legal heirs of the deceased at the earliest.

3.6.6 The scheme would be implemented on year to year basis as per approval of the State Government.