

**DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM**


Ref: DCI/HR/SR/2021

Date: 07.01.2021

CIRCULAR NO.01/2021

Sub: Revised Service Rules for shore based employees of the Corporation -Reg.

The Board of Directors of the Corporation at their 324th meeting held on 15th June, 2020 vide Agenda Item No.324/7 approved the revised Service Rules for shore based employees of the Corporation. A copy of the revised Service Rules applicable to the Shore based employees is attached as Annexure to the Circular for information of all concerned.


(A.K Dasgupta)
HOD (HR)

Encls: As above.

To

All the shore-based employees at Head Office

- Through Notice Board
For information please.

Copy to: All GM's/RGM's/CPMs/HOD's/PIC's

- With a request to arrange to apprise
the contents of the above Circular
to the employees under their control.

Copy to: Chairman's Secretariat/MD's Secretariat/CVO's Secretariat/CGM's Secretariat/
CFO's Secretariat

Copy to: General Secretary, DCIOA

Copy to: Working President, DCI NEU

SERVICE RULES

1.01 SHORT TITLE:

These rules shall be known as "DREDGING CORPORATION OF INDIA LIMITED SERVICE (AMENDMENT) RULES".

1.02 DATE OF COMMENCEMENT:

These Rules shall come into force with effect from the date of notification.

1.03 APPLICATION OF RULES:

These Rules shall apply and be binding on all shore based employees of the Corporation or to employees in any section of establishment of the Corporation employed in the shore based establishment, as may be notified by the Corporation.

1.04 APPLICATION OF FR & SR OF GOVT. OF INDIA:

To the extent any matter relating to the terms and conditions of service of any employees is not covered by these rules and till such time as the Corporation frames its rules regulating such matters, the relevant provisions of the Fundamental Rules, Supplementary Rules and other relevant rules of the Government of India shall be the guiding principle.

1.05 COMPANY'S RIGHT TO ADD, MODIFY, CANCEL, ETC.:

The Corporation reserves the right to alter, modify, remake rescind or add to these rules as it may think fit.

1.06 MARGINAL NOTES NOT TO AFFECT THE CONTENTS:

The Marginal notes hereto shall not affect the contents hereof.

1.07 COMPANY'S POWER TO INTERPRET THE RULES:

The power to interpret these rules is reserved to the Corporation.

1.08 DELEGATION OF POWERS:

The Corporation may by General or Special order direct that any power exercisable by it under these rules (except the powers under Rule 1.07) shall subject to such conditions, if any as may be specified in the order be exercisable also by such officer or authority as may be specified in the order.

1.09 DEFINITIONS:

Unless there be anything repugnant to the subject or context, the following terms in these rules are used in the sense herein explained.

i) "CORPORATION"/"COMPANY" shall mean the DREDGING CORPORATION OF INDIA LIMITED

ii) (a) "MANAGING DIRECTOR" shall mean the Managing Director of the Corporation

(b) "CHAIRMAN" shall mean the Chairman of the Company

- iii) "EMPLOYEE" shall mean any person appointed to any service or post on the shore establishment in connection with the affairs of the Corporation and whose name is included in the Corporation's for shore employees.
- iv) "REGULAR OR PERMANENT EMPLOYEES" shall mean an employee who, having been appointed against a permanent post and having successfully completed the period of probation, specified in the terms of appointment or the extended period of probation, has been confirmed in writing against the permanent post which he is holding.
- v) "PROBATIONER" shall mean an employee who is employed provisionally against a permanent post and has not been confirmed in writing against that post.

EXPLANATION: The probationary period for all categories of employees appointed directly shall be one year, extendable at the discretion of the Corporation upto one more year.

- vi) "EXECUTIVE EMPLOYEE" shall mean an employee in pay scale of E-0 and above.
- vii) "NON-EXECUTIVE EMPLOYEE" shall mean an employee other than an Executive Employee.

1.10 MASCULINE INCLUDES FEMININE:

The word used in these rules denoting masculine gender shall also include the feminine gender.

1.11 SINGULAR IMPLIES PLURAL:

The words used in these rules denoting singular number shall also imply the plural number where relevant and vice versa.

2. APPOINTMENT, TERMINATION, RETIREMENT:

2.01 MEDICAL EXAMINATION:

Every person employed directly in the Corporation shall be required to produce a Medical fit certificate issued by a doctor of not less than Civil Asst. Surgeon of Government Hospital. In case of employment of married women, pregnancy test report shall be required to be produced. In case pregnancy is confirmed, they shall be taken into service not earlier than six weeks after delivery.

2.02 VERIFICATION OF CHARACTER & ANTECEDENTS:

The Corporation shall conduct such verification regarding the antecedents of a person seeking employment in the Corporation as may be considered necessary.

2.03 LETTER OF APPOINTMENT:

Every person directly appointed under the terms and conditions of these rules as an Employee of the Corporation will receive a letter of Appointment in duplicate in the prescribed form stating his initial basic pay, other emoluments, etc..

2.04 JOINING REPORT:

Every person to whom a letter of appointment has been issued (as per Rule 2.03) and who has accepted the employment with the Corporation by returning the duplicate copy of the offer of appointment duly signed by him, shall report himself for duty at the place and time specified in the above said appointment letter and shall give his joining report in the prescribed form (ANNEXURE 'A').

2.05 TERMINATION OF EMPLOYMENT/RETIREMENT:

The employment of an employee in the Corporation's service shall be terminated as here-in-after provided.

- (a) The employment of a regular employee may be terminated (without assigning any reason) at three month's notice in writing on either side or by paying three month's pay in lieu of notice. The Corporation may alternatively deduct 3 months' pay from the dues of the employee who leaves its employment without giving due notice.

(Pay for this purpose will be Basic Pay + D.A. only)

- (b) The services of a probationer may be terminated without assigning any reason and without notice at any time during the period of probation including the period of extensions, if any, of such probationary period.

"The regular employee (under initial probation) can also separate from the services of the Corporation by giving one month notice for E-0 to E-3 & three months notice for E-4 to E-8 or by paying wages in lieu of such notice as the case may be".

(Pay for this purpose will be Basic Pay + D.A. only)

- (c) i) Every employee below the Board level shall retire from the services of the Corporation, on the after-noon of the last date of the month in which he/she attains the age of 60 years;
- ii) However, an employee, whose date of birth is the first of the month, he/she shall retire from service, on the after-noon of the last date of the preceding month, on attaining the age of 60 years;
- iii) The age set forth in the employee's application form during appointment (which may be verified with the date of birth as entered in the Matriculation/School Leaving Certificate or other equivalent Certificates issued by any Government Authority at the time of appointment) shall be the basis for calculation of the age of an employee.

Notwithstanding anything contained to the contrary in any other rules, the services of any employee shall be terminated by the Company, if:

a) He is declared on medical grounds to be unfit for services in the Company;
or

b) He remains on unauthorized absence for thirty days or more.

EXPLANATION:

1. In the case of (a) above, the services shall be terminated after giving three months notice to a regular employee or payment of three month's pay in lieu thereof.
2. In the case of (b) above, services of an employee shall be terminated if he fails to explain his conduct satisfactorily within 15 days from the date of receipt of the Show Cause Notice by him.
The Management shall be empowered to make a decision without resorting to further inquiries.
3. (a) The decision in case of (b) above would be taken by MD based on the recommendations of a Screening Committee of two Officers to be constituted for this purpose by the MD.
(b) The reasons for the decision would be recorded in writing.
(c) The employee, whose services have thus been terminated, may prefer an appeal within 30 days from the date of termination, for review of the matter by the Board.
(d) The decision in case of (b) above with respect to officers at the level of GM and above would be taken by the Nomination and Remuneration Committee/Board based on the recommendations of a Screening Committee of two Officers to be constituted for this purpose by the Nomination and Remuneration Committee/Board.

(d) PREMATURE RETIREMENT:

i) Notwithstanding, anything contained in these Rules, the MD, if in his opinion, it is in public interest to do so, has the absolute right to retire any employee by giving notice of not less than three months in writing or three months pay and allowances in lieu of such notice period provided such employee has:-

a) Attained the age of 50 years or 20 years of service in DCI; or

b) Attained the age of 55 years or 25 years of service in DCI on the following grounds

- (i) inefficiency
- (ii) doubtful integrity
- (iii) medical unfitness

However, in respect of General Managers and above the Competent Authority is Nomination Remuneration Committee and Board.

ii) The criteria for judging the medical unfitness, inefficiency or doubtful integrity of employees proposed to be prematurely retired, are as follows:

- a) Inefficiency: Inefficiency would be evaluated on the basis of the Appraisal Reports. An employee, who has secured rating as "POOR", consecutively, for three years in his Annual Performance Appraisal Reports, may be deemed as a fit case for premature retirement.
- b) Doubtful integrity: An employee, who gets an adverse comment consecutively for three years on his/her integrity in his/her PARs would be recommended for premature retirement.
- c) Medical Unfitness: If an employee has been continuously on leave on medical grounds for a period of 12 weeks (including Sundays and Holidays) or he/she has been on leave for reasons for sickness for a total period of 120 days (including Sundays and Holidays) or more during a continuous period of six months or if a person though attending duties but is found to be mentally deranged, his/her departmental Head may refer him/her to a Medical Board for his thorough medical check-up and report:-

- the disease he/she is suffering from;
- whether it is curable or incurable;
- whether the disease is infectious/contagious;
- in case of curable disease whether the person is likely to be fit to resume his/her normal duties within a period of 12 months.
- If the person is not fit to resume his/her duties within a period of 12 months and in cases of employees suffering from incurable and infectious/contagious disease or suffering from lunacy or mental derangement and whose services cannot be utilized by the Company or whose attendance is likely to pose health hazard to others as may be certified by the Medical Board, premature retirement will be considered.
- This premature retirement on medical grounds is independent of and without prejudice to the right of the Company under the contract of employment to dispense with the services of an employee on three months' notice inter-alia on grounds of medical unfitness in case of an employee who might not have attained the age of 50/55 years.
- The final decision regarding termination of the services of employees on the above grounds shall lie with the Competent Authority.

iii) An employee, who is prematurely retired, will be entitled to the following benefits:

- a) Three months pay and allowances in lieu of notice period, wherever such notice is not given.
- b) Encashment of PL and HPL, standing at the credit, subject to the ceiling limits, prescribed under the Rules

- c) Full provident fund contribution of the employer with accretions there to in the account of the employee subject to the provisions of the Provident Fund Rules, applicable to him/her.
- d) Gratuity Rules for each completed year of service or part thereof as admissible under the Gratuity Rules.
- e) Transfer benefits such as Train fare, Transfer Grant, Packing Allowances, etc. for self and family for proceeding to his home town or to the place where he/she intends to settle in India, as admissible under the Rules.

2.06 EMPLOYEE SHALL BE IN FULL TIME SERVICE OF THE CORPORATION:

During the currency of his employment in the Corporation, an employee shall be in full time service of the Corporation and shall not take up any other employment whatsoever outside. He shall carry out his duties diligently and to the best of his ability and devote himself to the duties incumbent on him and shall faithfully observe and comply with such orders, directions and instructions as he may from time to time receive from the Corporation or from its authorized officer(s) during the period of his employment with the Corporation including the period when he is on leave. He shall neither give his service nor advice to any other person, Firm or Company or be in any way directly or indirectly engaged in any other undertaking or business other than by way of investment in shares or debentures in any Company during the period of his employment with the Corporation. No Employee shall divulge in any manner any confidential or secret information which he may come to possess or know by virtue of his being a Corporation's employee, to anyone.

a) "No functional Director of the Company including the Managing Director or any employee in the cadre of Deputy General Manager and above, who has retired or resigned from the service of the Company, after such retirement or resignation, shall accept any appointment or post, whether advisory or administrative, in any firm or company, whether Indian or foreign, with which the Company has or had business relations or any competitor companies, within one year from the date of his retirement or resignation, without prior approval of the Competent Authority." The Competent Authority for this purpose is the Board for GM & above and MD for others.

2.07 HANDLING OF CORPORATION'S ASSETS:

Every employee shall, at all times, truly and faithfully account for and pay over or deliver to the Corporation or as it may direct, all moneys, stores, goods or other property of the Corporation or of any concern for whom the employee may be acting for the time being, on the instructions of the Corporation that may from time to time be entrusted to him or may come into his hands or be under his charge and make and keep or cause to be made and kept proper entries in the books according to the directions of the Corporation in regard thereto.

2.08 RECORD OF ATTENDANCE:

Every employee of the Corporation shall mark his attendance on the days of duty as per the rules made by the Corporation from time to time.

- i. All employees have to attend office in time.
- ii. The half an hour time limit for lunch break should be observed strictly in letter and spirit.
- iii. Half-a-day's casual leave would be debited to the casual leave account of an employee for each late attendance. However, late attendance upto an hour, on not more than two occasions in a month, may be condoned. The case of an employee who leaves office early without permission before the closing time of office would also be treated as late attendance. If there is no CL, the same will be debited first from HPL (@1 HPL per occasion) and then from PL (@half PL per occasion). Controlling Officers/HODs should ensure enforcement of punctuality and conduct surprise checks.
- iv. Duty slips should be approved by an officer not below the rank of respective HOD/CPM/RGM/Project In-Charge.

2.09 SERVICE TERMS AND CONDITIONS, LETTER OF APPOINTMENT AND ACCEPTANCE OF OFFER TO FORM THE CONTRACT:

The terms and conditions of service as set out in these rules together with the letter of appointment (Rule 2.03) and the letter of acceptance of appointment (Rule 2.04) shall be construed to form a contract made in accordance with the Laws of India and the Corporation and the employee shall submit in respect of any cause of action arising out of or in connection with an employee's service with the Corporation to the jurisdiction of the High Court of the State where the Head Office of the Corporation is situated for the time being.

2.10 MEDICAL FACILITIES:

Every employee will be provided with Medical Facilities as extended by the Corporation from time to time.

3. TRAVELLING ALLOWANCE AND D.A. ON TOUR ETC:

All employees of the Corporation shall be governed by the Corporation's TRAVELLING ALLOWANCE RULES for the purpose of travel, tour, etc., on behalf of and for the purpose of the Corporation's affairs.

4. TERMINATION OF SERVICE FOR MISCONDUCT:

At any time during currency of the service of an employee, the Corporation shall be entitled to terminate the employee's service in the event of the employee being in breach of any of these rules or being guilty of any of the following acts:

- (1) Insobriety
- (2) Unpunctuality in attendance
- (3) Carelessness and inattention to or neglect of work or duty or insubordination or disobedience of orders given by the Corporation or any superior executive or disobedience or neglect of orders of nominated medical authorities,

breach of trust or breach of confidence with reference to any business matter or business secrets of the Corporation or any other action which the Corporation may consider detrimental to its interests and about any of which the Corporation or its competent authority shall be the sole judge, and in such cases the employee shall have no claim for pay and allowance subsequent to the date on which his employment is terminated.

5. EMPLOYEES ARE GOVERNED BY THE CONDUCT, DISCIPLINE AND APPEAL RULES:

All Executive employees of the Corporation shall be governed by the Corporation's 'CONDUCT, DISCIPLINE AND APPEAL RULES'.

6. DISBURSEMENT OF PAY TO EMPLOYEES:

The Pay and Allowance due to employees, after such deductions as may be necessary, towards Income-Tax, Provident Fund Contributions, House Rent, Advances etc., shall be credited into the Employees Bank Account notified by them and they shall be supplied with a statement showing the details of pay and allowances and the deductions for each month.

7. WORKING HOURS, OVERTIME:

7.1 WORKING HOURS:

The working hours for the shore based employees of the Corporation posted at Head Office, Registered Office, Regional Offices, Project Offices and at other places/offices of the Company shall be as notified by the Company from time to time.

The Managing Director is authorized to change/stagger the working hours for the shore based employees of the Corporation.

7.2 OVERTIME: All employees of the Corporation shall be governed by the OVERTIME RULES of the Corporation from time to time.

8. ACCOMMODATION, HOUSE RENT:

8.1 Where the Corporation provides unfurnished residential accommodation to an employee, at its Head Office or at other places of business, the Corporation will charge and recover from the employee's pay, rent at rates as given below:

| HOUSE RENT/STANDARD RENT RECOVERY | |
|--|--------------------|
| The HRR in respect of leased accommodation will be recovered at the following rate, or actual rent, whichever is lower w.e.f. 08.12.2017:- | |
| Classification of cities | Rates of HRR |
| X-Class | 7.5% of revised BP |
| Y-Class | 5% of revised BP |
| Z-Class | 2.5% of revised BP |

8.2 Where the Corporation provides furnished accommodation, the Corporation will recover monthly from the employee's pay additional rent at 2 and ½ % of the Basic pay or 1% of the cost of such furniture, whichever is less.

9 INCREMENTS, TREATING OF EXTRA ORDINARY LEAVE (EOL) FOR REGULATION OF INCREMENTS:

9.1 DATE OF INCREMENT:

The date of increment in the time-scale of pay in which an employee is appointed, shall become effective as herein-after stated:

1. An Employee appointed in the said time-scale at any time in a month shall be due for his increment on the first day of the same month in the following year except when he takes EOL and not covered by Sub-Paras 4(a) and 4(b) as stated below.
2. In case where the probation of an employee is extended, such employee is eligible for increment only from the date of declaration of probation without any cumulative effect for further increments and not from the date of completion of one year from the date of joining in the case of first increment. Subsequent annual increments will be on the first day of the month of first appointment.
3. In case of promotion, the employee is eligible for increment on the first day of the same month i.e., the month of promotion, in the following year. Future increments will also be regulated in the same manner.
4. Extra-Ordinary Leave taken in a time-scale on account of the following will not affect the date of increments:
 - a) On grounds of ill-health supported by a Medical Certificate from the Medical Officer appointed/nominated by the Corporation and where there is no such Govt. Medical Officer, not below the rank of Assistant Civil Surgeon in the case of non-executive employees and Civil Surgeon in the case of Executive Employees Provided that if such leave exceeds one month, increment will be postponed by such number of days by which the leave exceeds one month.
 - b) Study leave or any other leave granted for prosecution of Higher Studies/Attending any Seminar/Training Programme sponsored by the Corporation. Provided that if such leave exceeds one month (other than for attending seminar/training sponsored by the Company), increment will be postponed by such number of days by which the leave exceeds one month.

In all other cases, however, the increment will be postponed by the no. of days of EOL sanctioned by the Employer and the increment would be allowed from the first day of the month in which the increment becomes due after such postponement.

10. TRANSFERS, JOINING TIME, PAY ON TRANSFER:

10.1 TRANSFER:

An employee shall be bound, if and when required by the Corporation or its competent authority to work in any Department of their business or in any other business, company or concern of which the Corporation are the proprietors, and if required to go to any other place in connection with its business, the employee shall be allowed his travelling expenses as provided for in the Corporation's Travelling Allowance Rules. The Corporation or its competent authority shall have the right to transfer any employee at anytime from one job, section or department to another or to another unit under the control of the Corporation, provided that such transfer shall not involve a decrease in the rate of pay or conditions of service of the employee.

EXPLANATION:

The Competent Authority for the purpose of this rule shall be the Managing Director or any other Officer of the Corporation to whom such powers are delegated by the Managing Director.

10.2 JOINING TIME ON TRANSFER:

An employee transferred from one station to another station will be entitled to joining time. The same shall be actual period of days required to join the new station on the shortest route plus three days excluding holidays and Sundays for preparation. The authority sanctioning the transfer may reduce/increase the period of joining time admissible in special circumstances. The same shall be availed within six months time from the date of joining in the new place of posting, failing which the same will get lapsed. It can be clubbed with any type of leaves.

10.3 JOINING TIME PAY ON TRANSFER:

During the joining time on transfer allowed to an employee as aforesaid, he shall be entitled to draw pay and allowances of the post from which he has been transferred.

11 LEAVE – VARIOUS TYPES OF LEAVE - RULES FOR GRANT OF LEAVE:

11.01 LEAVE:

Leave cannot be claimed as a matter of right. The grant of leave shall be subject to exigencies of work of the Corporation and at the discretion of the leave sanctioning authority.

EXPLANATION:

The leave sanctioning authority, for the purpose of this rule shall be as per the Delegation of Powers.

11.02 PRIVILEGE LEAVE:

a) All the employees shall be credited with Privilege Leave in advance in two instalments of 15 days each on the 1st January and 1st July, every year. The leave at the credit of the employees at the close of previous half year shall be carried forward to the next half year subject to the condition that the leave so carried forward and the advance credit for the half-year do not exceed the maximum limit of 300 days. The accumulated leave in excess of maximum limit of 300 days shall be deemed to have lapsed and will be forfeited.

b) In case of first year of service of an employee he will be entitled to privilege leave proportionately at the rate of 2.5 days per complete month of service and provision under (a) above will apply after completion of one year service and from the date of commencement of next half year, i.e., 1st January or July. For the period between completion of first year and beginning of next half-year leave shall be credited @ 2.5 days per completed month of service; fraction of day being rounded off to the nearest day.

NOTE :

1. In case of resignation or termination of service, privilege leave during that calendar year shall be allowed at the rate of 2.5 days per month.
2. The advance credit of privilege leave to an employee in accordance with Para (a) above shall be reduced by $1/10^{\text{th}}$ of the period of Extra-Ordinary Leave availed during the preceding six months period.

For the purpose of calculating the Privilege Leave due to an employee, his probationary period of service, if any, will be taken into account—Intervening Public Holidays and Weekly Offs shall be treated as leave. Prefix and Suffix Public Holidays and Weekly Offs shall not be counted as leave. Privilege leave may be availed in combination with all other types of leave except Casual Leave.

11.03 HALF-PAY LEAVE

20 days for each completed year of service which may be taken either on Medical Certificate or on private affairs. Commuted leave not exceeding half the amount of half-pay leave due may be granted on Medical Certificate subject to the following conditions:

- a) When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave due.
- b) The total privilege leave and commuted leave taken in conjunction shall not exceed 240 days provided that no commuted leave may be granted

under this rule unless the authority competent to sanction leave has reason to believe that the employee shall return to duty on its expiry. Half pay leave may be combined with full pay leave, but the maximum amount of half-pay leave admissible at a time, shall not exceed 240 days.

- c) Half-pay leave can be encashed in the following circumstances subject to both PLs & HPLs together should not exceed 300 days (for computation of 300 days HPL cannot be commuted to full pay leave):-
- i) Retirement from Service
 - ii) Voluntary Retirement
 - iii) Death of the employee during the service

11.04 CASUAL LEAVE:

All employees will be allowed 14 days casual leave with wages in a Calendar year. The unavailed no. of days of Casual Leave during a Calendar year will lapse at the end of the calendar year. Casual Leave can be taken for half day also. Prefix and Suffix and intervening holidays shall not be counted as Casual leave. Prior sanction should be obtained for availing Casual Leaves exceeding 2 days at a time from the leave sanctioning authority.

Casual Leave cannot be availed in combination with any other type of regular leave, including Extra-Ordinary Leave. However, Casual Leave can be availed in combination with Special Casual Leave and joining time on transfer.

For those who will retire from the Company on superannuation, Casual Leaves eligibility shall be on pro-rata basis based on completed month prior to retirement as mentioned below:

| Month of exit | Casual Leave Credit |
|---------------|---------------------|
| January | 1 |
| February | 2 |
| March | 4 |
| April | 5 |
| May | 6 |
| June | 7 |
| July | 8 |
| August | 9 |
| September | 11 |
| October | 12 |
| November | 13 |
| December | 14 |

Pro-rata will not be applicable in case of demise of any employee/retirement under Voluntary Retirement Scheme/retirement under Compulsory Retirement Scheme and any Casual Leaves availed prior to such exit will be left as it is.

For those employees who shall be leaving the Company on any grounds other than those mentioned above, pro-rata calculation of Casual Leaves shall be same as mentioned above but subject to a condition that they have worked for period of minimum 16 days in the month in which they are leaving the company otherwise that month will not be considered for the purpose of pro-rata calculation of leave. If he has availed more than Casual Leaves than eligibility as on the date of his exit, the same will be adjusted against other leaves available at his credit or if there are no other leaves, he will pay to the Company wage equivalent of his excess drawn Casual Leaves.

In the same way, when an employee joins in service Casual Leaves shall be credited on pro-rata basis on the anticipated service for the remaining period of the year as per the calculation as given below:-

| Month of exit | Casual Leave Credit |
|---------------|---------------------|
| January | 14 |
| February | 13 |
| March | 12 |
| April | 11 |
| May | 9 |
| June | 8 |
| July | 7 |
| August | 6 |
| September | 5 |
| October | 4 |
| November | 2 |
| December | 1 |

The above will be credited subject to the condition that the employee has joined on or before 15th of the month. If, he/she joins after 15th of the month, that month will be ignored from the pro-rata calculation.

11.05 MATERNITY LEAVE

A woman employee of the Corporation, who has been in continuous employment of the Corporation for a period of not less than eighty days in the twelve months immediately preceding the date of expected delivery, will be permitted to avail Maternity Leave on full pay for a period of twenty six weeks from the date of commencement of such leave.

Maternity leave admissible only to employees with less than two surviving children.

PATERNITY LEAVE:

A regular male employee of the Corporation with less than two surviving children may be granted Paternity Leave for a period of 15 days, during the confinement of his wife. During the period of such leave, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Paternity leave shall not be debited against the leave account and may be

combined with any other kind of leave (as in the case of Maternity Leave). It may not normally be refused under any circumstances. Paternity leave shall not be allowed after three months from the date of delivery.

11.06 STUDY LEAVE:

- a) Study leave may be granted to an employee with due regard to the exigencies of work of the Corporation to enable him to undergo a special course of study consisting of studies or specialized training in a professional or technical subject having direct and close connection with his sphere of duty.
- b) Study Leave out of India shall not be granted for the prosecution of studies for which adequate facilities exist in India.
- c) Study leave shall not ordinarily be granted to an employee who has not completed three years service under the Corporation or who is to retire within three years from the date on which he is expected to return after the expiry of the leave.
- d) Study leave shall not be granted to an employee with such frequency as to make him lose contact with his regular work.
- e) The maximum amount of study leave which may be granted to an employee shall not exceed 12 months at any one time or two years in the whole period of his service.
- f) Study leave may be combined with other kinds of leave except Casual Leave, but in no case shall the grant of such leave in combination with any other leave other than extraordinary leave involve a total absence of more than twenty four months from the regular duties of the employee.
- g) An employee who is granted study leave shall be required to execute a bond in prescribed form before the leave commences.
- h) If an employee resigns or retires from service without returning to duty after a period of study leave or within a period of three years after return to duty, he shall be required to refund double the amount of leave salary and any other expenses incurred on his account by the Corporation together with interest thereon during such leave provided that the Corporation may relax this provision where an employee on return to duty from study leave is forced to retire on medical grounds.
- i) During the study leave an employee shall draw leave salary equal to half-pay.

11.07 EXTRA-ORDINARY LEAVE:

When there is no other leave to the credit of the employee, an employee may be granted Extra-Ordinary Leave at the discretion of the Competent Authority under special circumstances. Extra-Ordinary Leave can be availed of by an employee either alone or in combination with leave of any other kind not

exceeding 180 days at a time. If the total period of such absence of an employee on Extra-Ordinary Leave exceeds 180 days he shall be deemed to be out of employment of the Corporation. In special circumstances the Managing Director may extend the period to one year.

An employee shall resume work on the expiry of leave unless extension has been sanctioned in writing by the leave sanctioning authority as aforesaid prior to that date.

If an employee after proceeding on leave desires an extension thereof, he shall, as far as possible, apply by letter or email to the leave sanctioning authority as aforesaid in sufficient time for the reply to reach him before the day on which the employee would have to start back to resume his duties.

If on account of sickness, accident or the like an employee is unable to resume his duties by the due date, he shall notify the leave sanctioning authority as aforesaid, without any delay and in the event of sickness or accident, furnish a medical certificate from an Authorized Medical Attendant.

Unless the competent authority agrees otherwise, all leave must be taken before the termination of an employee's service with the Corporation whether such termination is due to the employee reaching the retiring age laid down in Rule 2.05 (c) or due to efflux of time or either party giving appropriate notice as laid down in Rule 2.05.

An employee who over-stays his leave shall lose his lien on the post after 10 days from the expiry of his sanctioned leave. In consequence of the loss of the lien the name of the employee will be struck-off the rolls of the Corporation without any notice to the employee.

In case an employee returns after 10 days from the expiry of his sanctioned leave and explains to the satisfaction of the leave sanctioning authority the reasons for his over-stay, the Corporation at its discretion may take him in employment on the job from which he proceeded on leave.

(The word 'Leave without Pay' has been replaced with 'Extra-Ordinary Leave')

11.08 SPECIAL CASUAL LEAVE:

Special Casual Leave can be granted in the following circumstances:

- a) Special Casual Leave not exceeding six working days to all employees of the Corporation (including the employees who are on probation) who undergo sterilization operation (Vasectomy or Salpingectomy / Tubectomy).
- b) Special Casual Leave not exceeding 14 working days to regular female employees of the Corporation who undergo non-puerperal sterilization.

- c) One day's Special Casual Leave to those regular women employees of the Corporation who have had IUCD insertion.

(For clarification, instructions for grant of Special Casual Leave for undergoing Family Planning Operation and for incentive schemes for promoting Small Family Norms)

- d) Special Casual Leave may be granted for a maximum period of 27 days in a Calendar Year for the day or days on which a regular employee is unable to attend duty in special circumstances for instance, due to his participation in sporting events of local, National or International importance in a representative capacity with prior permission of the leave sanctioning authority or suffers an injury in such sporting event or when attending a camp of the Territorial Army or a Scout Camp.

11.09 DISABILITY LEAVE:

In case, an employee is disabled due to injury incurred by an accident in the discharge of his duties and in whose case the disability manifests itself, within three months of the occurrence to which it is attributed he may be granted half-pay leave available at his credit, on the strength of a medical certificate issued by the Authorized Medical Attendant. If the half-pay leave to the credit of the employee is not sufficient to cover the period of his absence, the Managing Director may grant disability leave upto a maximum period of 90 days at a time on full pay on the merits of each case, on the basis of the medical certificate issued by the Authorized Medical Attendant. The disability leave is not debitable to any leave account and may be combined with any other kind of leave except casual leave.

11.10 QUARANTINE LEAVE:

This may be granted to an employee who is necessitated by order not to attend duty in consequence of the presence of any infectious disease in his family or house-hold. Such leave is granted on the certificate of Medical or Public Health Officer for a period not exceeding 21 days. Cholera, Smallpox/Chicken Pox/Measles, Plague, Diphtheria, Typhus Fever, Cerebrospinal Meningitis, Swine Flu ,etc may be considered as infectious disease for the purpose of this clause. Any other disease also as may be declared by the State/Central Government as an infectious disease for the purpose of quarantine leave rules may be considered as infectious disease for the purpose of this clause. In exceptional circumstances, such leave can be granted upto a maximum of not exceeding 30 days.

11.11 ENCASHMENT OF PRIVILEGE LEAVE:

- a) While in the service of the Corporation:
All employees are permitted to encash Privilege Leave standing at his/her credit, subject to condition that a minimum of 30 days of Privilege Leave are available at his/her credit. Encashment of Privilege Leave as above can be permitted once in a calendar year and for 60 days at a time.

- b) At the time of leaving the services of the Corporation:

All employees may encash the balance of privilege leave standing to their credit subject to maximum of 300 days, including any period for adjustment of notice period etc., in case, the employee retires or leaves the service of the Corporation or dies while in service.

11.12 COMMUTED LEAVE :

Every employee shall, on all occasions on which he shall be incapable through illness to perform his duties for a period exceeding 7 days furnish a certificate from the Authorized Medical Attendant for the purpose of the Service Rules shall have the same meaning as defined under the Standing Orders.

11.13 HOLIDAYS:

An employee shall be entitled to festival, National holidays in accordance with the list of such holidays declared by the Chairman and Managing Director at the beginning of each Calendar year. The total number of holidays shall not be more than 16, including three national holidays.

11.14 LEAVE SALARY:

The leave salary of every employee shall be governed as stated hereinafter: During the full pay leave(Privilege Leave, Commuted Leave, etc.,) an employee is entitled to draw the leave pay at the same rates as the pay which he was drawing on the day prior to the date of his proceeding on leave. In addition, he will be entitled to other allowances including Perks at the rates he was drawing before proceeding on leave.

(During half pay leave, the employee will be given half of his basic pay plus dearness allowance, applicable to that half basic pay and HRA and Perks at full rate)

11.15 GENERAL CONDITIONS FOR GRANT OF LEAVE:

- i) All employees will be entitled to leave under the provisions of Laws and the Rules of the Corporation in force from time to time. The sanctioning Authority has the discretion or reject, curtail or revoke leave at any time according to the exigencies of service.
- ii) The quantum of leave that the employees are entitled to, the manner in which it is to be applied for and the manner in which it will be granted will be as stated in these rules.
- iii) In the event of an employee requiring extension of leave, he shall apply for the same through online before the expiry of the leave initially granted and the same shall be subject to approval.

iv) All leaves shall be applied only through online. No hard copies shall be accepted. In the event of an employee requiring extension of leave, he shall apply for the same through online before the expiry of the leave initially granted and the same shall be subject to approval. Employees have to upload Medical Certificate from Authorised Medical Attendant in case they wish to avail Commuted Leave exceeding seven days.

NOTE:

If any type of leave exceeds one month, increment will be postponed by such number of days by which the leave exceeds one month.

Authorities competent to sanction leave to the employees shall be as notified by the Corporation from time to time.

If any difficulty arises in the interpretation of the above rules, the decision of the Managing Director shall be final.

ANNEXURE-'A'

THE HOD(HR),
DREDGING CORPORATION OF INDIA LTD.,
VISAKHAPATNAM.

Dear Sir,

Sub: SUMMISSION OF JOINING REPORT – REG.

* * *

With reference to your letter No. _____
Dated _____ I, _____ report for duty on this
_____ day of 20 _____ (FN/AN) as _____
_____.

I have read the Service Rules, Provident Fund Rules, CSO, Conduct,
Discipline and Appeal Rules and I undertake to abide them.

Yours faithfully,

()

PLACE:

DATE:

