

477

RTI REQUEST DETAILS

Registration No. :	PGCIL/R /2018/50657	Date of Receipt :	06/10/2018
Type of Receipt :	Online Receipt	Language of Request :	English
Name :	Amit Kumar Singh	Gender :	Male
Address :	F-1007, Raja Ji Puram Lucknow, Raja Ji Puram Lucknow, Pin:226017		
State :	Uttar Pradesh	Country :	India
Phone No. :	Details not provided	Mobile No. :	+91-9413375011
Email :	amitee08@gmail.com		
Status(Rural/Urban) :	Urban	Education Status :	Graduate
Is Requester Below Poverty Line ? :	No	Citizenship Status :	Indian
Amount Paid :	10)	Mode of Payment :	Payment Gateway
Request Pertains to :			
Information Sought :	FEs working in POWERGRID are availing 10Days Sick leave on annual basis. I want to know whether FEs can submit their Sick Leave Encashment at the time of tenure completion or at the time of resignation. Supporting documents are attached herewith for your ready reference.		
<input type="button" value="Print"/> <input type="button" value="Save"/> <input type="button" value="Close"/>			

CC(HR)



FEs SL-10/10/18

LEG-7/10/18
G/D

Terms & Conditions of engagement of personnel on contract basis as Field Engineer (Electrical)

1. Contract personnel will be paid consolidated monthly remuneration as per the details given below :

Post	1 st Year	2 nd Year
Field Engineer	₹ 30,000/-	₹ 33,000/-

On satisfactory completion of each year of engagement, contract personnel shall be paid an additional amount equivalent to their one month's consolidated remuneration paid during that year. They shall not be paid this amount if they leave the organization without satisfactorily completing the year during the concerned year on their own or terminated. In case they are separated due to completion of assignment and during the concerned year they completed less than one year, they shall be paid this amount on pro-rata basis.

2. Contract personnel will be entitled to 12 days Casual Leave, 10 days Sick Leave and 30 days Earned Leave in an year. In addition, EL encashment, Maternity Leave, Quarantine Leave, EOL, Special Casual Leave as per leave rules shall be admissible. No other leave is admissible including SAL/OH/Special Disability Leave.
3. Contract personnel will be entitled for medical benefits for self during the first year of engagement and self and family (spouse and two dependent children) during the 2nd year of engagement subject to maximum one month consolidated remuneration every year.
4. Contract personnel will be entitled to travel by AC II Tier (in case of Field Engineer). Other TA & DA for Field Engineer, during the tour undertaken in connection with official duties will be equivalent to lowest level of Executive.
5. Contract personnel will be eligible for PF deductions @ 12% of consolidated remuneration per month.
6. Contract personnel will not be eligible for any other allowance / benefits / PRP / incentives other than those mentioned above.
7. Contract personnel will be reimbursed AC II Tier train fare for self from the place to which the offer of engagement was sent or the place from which they actually travel whichever is nearer to the place of reporting for joining by the shortest route on production of travelling ticket number/ ticket. Reimbursement in case of bus journey will be subject to production of ticket. Thereafter, journey fare for self from place of reporting to the place of posting will be regulated as per applicable rules.
8. Contract personnel will be responsible to carry out the assignments/instruction given to them by the Management or Superior authority from time to time with due diligence. Contract Personnel shall not absent themselves from duty without prior permission of the competent authority. In case of unauthorized absence without prior justification, the contract of engagement will be terminated and the person will be liable to pay an amount equivalent to POWERGRID's 15 day's remuneration.
9. Contract personnel will be responsible for the safe custody of the property of the Company which is entrusted to them and in case of any damage or loss thereof, the Company shall have the right to deduct the value thereof from their salary besides taking any appropriate action as deemed fit.
10. Contract personnel would not work anywhere else or hold any office of profit, directly or indirectly, part-time or full-time, in honorary or any other capacity, during their engagement with POWERGRID.
11. Contract personnel will not divulge to any person any mater of information concerning business of POWERGRID, which may have come to their notice during their engagement with POWERGRID without prior approval of competent authority.
12. Contractual engagement will automatically come to an end on the expiry of aforesaid period of two years or completion of project, whichever is earlier and person will have no right or claim to continue with POWERGIRD beyond the specified term. As the contract is for a fixed period, the contractual engagement will not confer, on contract personnel any lien and/or right, whatsoever, for regularization of their service in the company.
13. Contract personnel's engagement is liable to be terminated at any time for any reason whatsoever, by giving 15 days' notice in writing or an amount equivalent to 15 day's remuneration in lieu thereof. In case Contract personnel want to leave services, they are obliged to give 15 days' notice in writing or an amount equivalent to 15 day's remuneration in lieu thereof.
14. Contractual engagement will be regulated by Company's rules and administrative orders that may be in force from time to time during the period of their engagement.
15. Contract personnel are liable to be posted at the discretion of Management to serve at any of the Consultancy projects in UP.

16. The offer of engagement on contract basis is liable to be withdrawn at any time before joining and if joined, liable for termination without notice if POWERGRID comes across any evidence/knowledge that the qualification, experience and /or any other particulars indicated in application/personal resume/other forms/formats submitted to POWERGRID are unrecognized/false/misleading/not matching the specifications and/or amounts to suppression of information/particulars/facts, which should have been brought to the notice of POWERGRID.
17. The appointment is provisional and is subject to the Caste/Tribe/Community certificates being verified through the proper channels and if the verification reveals that the claim to belong to Scheduled Caste or Scheduled Tribe or OBC or not to belong to Creamy layer, as the case may be, is false, the services will be terminated forthwith without assigning any further reasons and without prejudice to such further action as may be taken under the provisions of the Indian Penal Code for production of false certificates.
18. Inadvertent omission or commission or mistakes, if any, appearing in the offer of contractual engagement are liable to be rectified at any time before or after joining to bring the terms and conditions of offer in accordance with the extant policy/rules and regulations of the Company that may be in force from time to time and the decision in respect of the terms of Contract engagement vest with the Company and its decision will be final and binding.
19. The above terms and conditions are not exhaustive and this offer is subject to the understanding that during the period of contract, contract personnel will be governed by the relevant rules, regulations and administrative orders that are framed from time to time.



- 28.0 Deductions
- No deduction other than income tax and over payments, if any, will be made from the amount of leave encashment payable to serving employee. In cases of retirement/retrenchment/resignation or death, company's dues should be recovered from the amount of encashment.
- 29.0 Encashment of Half Pay Leave
- The encashment of Half Pay Leave/Sick Leave will also be allowed subject to a maximum of 300 days (HPL) standing at the credit of the employee in the following events :
- i) Separation from the Company on attaining the age of superannuation or
 - ii) Death while in service or
 - iii) Cessation of service, other than on grounds of disciplinary action, after attaining the age of 50 years provided that the concerned employee has completed a minimum of 10 years continuous service in Central/State Government/PSUs out of which a minimum of 5 years is in POWERGRID or
 - iv) On completion of the tenure of Board Level appointees.
- 29.1 Other conditions governing encashment of Half Pay Leave as above shall be the same as applicable for encashment of EL, subject, however, to the condition that for the purpose of computing encashment of HPL, only half of the basic pay shall be taken into account.
- 29(A) Encashment of Special Additional Leave
- (i) The accumulated Special Additional Leave of a calendar year can be encashed within 31st of March of next year failing which the leave will lapse. The leave will not be carried forward due to any reason whatsoever. Illustration: X Executive has accumulated 07 days of Special Additional Leave for the calendar year 2010. S/he can encash this leave before 31.03.2011.
 - (ii) Executives separating from the Company on account of retirement/death will also be eligible for encashment of special additional leave standing in their credit. Executives resigning from the Company shall not be eligible for encashment.
 - (iii) Encashment of Special Additional Leave shall be allowed only once between 1st January to 31st March for the leave accumulated of the previous calendar year.
 - (iv) Income tax will be deducted from the amount of special additional leave encashed as per the provisions of IT Act.
 - (v) For calculation of amount of leave encashment, Basic Pay plus Dearness Allowance as on date of application will be taken into account.

पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लि.
(मानव संसाधन विभाग)

Pl circulate this is also
to be incorporated in the HR
Training Modules/ presentation
P. वै. बरडाकः

अंतर कार्यालय जापत

CM(HR)-ASargol.
P.O (Etele) 29.08.2011

पेक्षक : Chief Manager (HR)

सेवा में : AGM(HR)-NR-I/ER-II
DGM(HR)-WR-I/ER-I
CM(HR)-NR-II/WR-II/NER

सदस्य : क/मा(सं/वी/लि/1)

प्रतिलिपि: AGM(HR-Estt)-CC
DCM(Fin-Estt)-CC

दिनांक : 24 मार्च, 2011

विषय : Clarification regarding Fixed Tenure Basis.(FTB)

- 1.0 The Regions have sought clarifications on following issues in respect of employees appointed on FTB:-
- In case of completion of tenure whether the Leave, LTC, Gratuity, PF etc. in credit of employees appointed on FTB will be payable or lapse.
 - Consequent upon selection of an employee appointed on FTB in regular post of the Corporation whether the Leave, LTC, Gratuity, PF etc. in credit of employees appointed on FTB will be carried-forward.
- 2.0 The case has been examined and decided that employees appointed on FTB will be allowed to avail following benefits on completion on tenure or in case of resignation:
- Earned Leave (both Encashable & Non- encashable portion) in credit will be encashable.
 - Half-Pay leave in credit will be encashable.
 - Other leaves such as Casual Leave, Optional Leave etc. in credit will lapse.
 - LTC have to be availed within the time-limit mentioned under the rules. In case of completion of tenure/ resignation the same will not be encashable. Also, in case of resignation on account of selection in the regular post of the corporation, the same will not be carried-forward.
 - In case FTB is selected in the regular post of the Corporation then the service rendered as FTB will be taken into account for the purpose of calculating Gratuity. In all other cases, Gratuity will be paid only if due.
 - The amount of Provident fund in credit of employees appointed on FTB will be transferred to new Provident Fund A/C No: allotted to them in case of joining in the regular post of the Corporation.

This issues with the approval of Competent Authority

P.D. लोखंडे
29.08.2011
(एस. ज. लोखंडे)

No. 16(33)/2017-Coord
Government of India
Ministry of Heavy Industries & Public Enterprises
(Department of Heavy Industry)

Udyog Bhawan, New Delhi.
Dated the 13th December, 2017.

To

All CMDs / MDs of CPSEs under DHI.

Subject :- Encashment of half pay leave / sick leave / earned leave.

Sir,

I am directed to refer to this Department's letter no. 16(32)/2017-Coord. dated 24th November, 2017 on the above subject and to say that after consulting the DPE it has been decided to withdraw the directions contained therein. Accordingly, this Department's letter no. 16(32)/2017-Coord. dated 24th November, 2017 may be treated as withdrawn.

Yours faithfull



(Dinesh Pal Singh)
Under Secretary to the Govt of I
2306

Copy for information to :-

1. PS to Minister (HI&PE) / MoS (HI&PE).
2. PSO to Secretary, DHI.
3. PS to AS&FA.
4. PPS to JS(VS) / JS(BJM) / JS(NS) / EA(AKP) / CCA(SS)
5. Director (VPS) / (RP) / (AKD) / (SKS) / (PLA)
6. Deputy Secretary (AK) / (VK) / (PG) / (BG) / (AMM)
7. PPS to Secretary (DPE), Deptt of Public Enterprises, Lodhi Colony, New Delhi



- 10.2 Total amount of Earned Leave and Commuted Leave taken in conjunction shall not exceed 180 days at a time.
- 10.3 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
- 10.4 When Commuted Leave is granted, the Half Pay Leave account of the employee will be debited with twice the period of Commuted Leave.
- 11.0 Sick Leave
(Admissible to Trainees/Apprentices only)
- 11.1 Sick Leave will be admissible to the Trainees/Apprentices at the rate of 10 days per year on full pay.
- 11.2 Sick Leave account will be credited in advance with five days on 1st January and the balance five days on 1st July every year. The leave at credit of the employee at the close of the previous half year will be carried forward subject to the accumulation limit of 30 days.
- 11.3 In respect of those who join the service of the Corporation at anytime between the two uniform dates, Sick Leave account will be credited at the rate of 5/6 days for each completed 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 onwards, five days of Sick Leave will be credited in advance.
- 11.4 The Sick Leave at the credit of a Trainee/Apprentice who is absorbed as an Executive/Supervisor, on the date of absorption will be doubled and credited as Half Pay Leave to his account.
- 12.0 Extra-Ordinary Leave
- 12.1 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, and when the employee specifically applies for Extraordinary 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 diseases other than T.B., Leprosy and Cancer.
 - iii) Up to eighteen months on any one occasion in cases of treatment for T.B., Leprosy and Cancer.
- 12.2 Entitlement of extra Ordinary leave in respect of Trainees/Apprentices and employees engaged on contract shall not exceed 20 days on any one occasion.