

**MTNL "SABBATICAL" SCHEME 2009- As amended w.e.f 10.06.2016****1.0 Objective of the scheme**

- 1.1 To encourage employees to avail leave for personal reasons, self renewal, and enhancement of expertise/knowledge and with minimal risk, as a tool for manpower rationalization and to achieve cost reduction by the company.
- 1.2 To provide opportunities to employees to voluntarily seek employment elsewhere or take up self-employment to utilize/enhance their professional and technical expertise.

**2.0 Scope of the scheme**

The Scheme is applicable only to all the regular employees of MTNL. Those employees who are already on lien/deputation with other companies are not permitted to avail Sabbatical Scheme. Similarly, this scheme is not applicable to those employees who are on deemed deputation/deputation with MTNL.

**3.0 Eligibility**

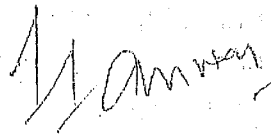
- 3.1 Company employees who have completed ten years of service on the date of application and permanent, are eligible. For this purpose past service i.r.o. of those employees who have joined MTNL from other PSUs through proper channel and are working in a regular scale, shall also be counted. However, officers who have joined at induction level and are getting stipend, their past service and their training/stipend period shall not be counted for this purpose.

**4.0 Scheme**

- 4.1 Under this scheme, an employee can be granted leave of absence for a period of one year to five years. In case the leave applied by the employee initially is for a period of less than five years, further extension may be allowed subject to the condition that the total leave period does not exceed the maximum period of five years. Extension of leave beyond five years shall not be granted under any circumstances.

**4.2 Gap between two Sabbatical Leave**

There should be a gap of minimum 3 years between the date of joining post availing the Sabbatical Leave and the next Sabbatical Leave application. The subsequent Sabbatical Leave application given before the completion of a gap period of 3 years shall be summarily rejected.



## 5.0 Benefits

- 5.1 The benefits under the Sabbatical Leave shall be subject to income tax as per Income-tax Act/Rules.
- 5.2 During the period of Sabbatical, the employee will not be eligible for any payment to which he would be been eligible, had he not gone on sabbatical.
- 5.3 "The period of absence under Sabbatical shall not be reckoned as "service" for the purpose of Gratuity etc, but the said period of absence shall not be treated as break in service. In other words, the "Sabbatical" will have the same effect of "DIES NON WITHOUT BREAK IN SERVICE" in the Government. The period will also not count towards residency/ eligibility period for the purpose of time bound promotions/ post based promotions. Post based promotions accruing during the period as per eligibility but excluding Sabbatical Leave if any, will be given effect after joining only without loss of seniority and without right for claiming any pay anomaly.

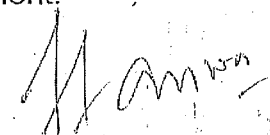
*No proforma promotion during the period away from the job shall be given. However, the weightage of the service in the substantive grade will be counted for promotion after joining in the organization.*

## 6.0 Notice

"An employee will be required to give one month's notice in writing prior to joining after Sabbatical Leave. The employee will have the option to rejoin during the course of his sabbatical Leave after fulfilling the stipulated one month's notice but not during the first six months. In case an employee does not wish to rejoin, he/ she will have to submit his/ her Resignation and no notice period will be insisted upon if the employee has been on sabbatical leave for a period of at least 3 months.

The terminal benefits will be settled as if the employee resigned/ retired from the company on the date of leaving on Sabbatical *and the benefits will be payable w.e.f from actual date of effect of Resignation/ Voluntary Retirement.*"

**For example:** An employee who proceeds on sabbatical Leave in April 2010 and opts to permanently part from the company in April 2014, will be paid terminal benefits based on the salary drawn in the month of March 2010 payable w.e.f the April 2014. But the period of sabbatical leave will have the same effect of "Dies Non without break in service" in the Government.



## 7.0 Competent Authority

The Competent Authority to approve cases of Sabbatical Leave will be as follows:

- i) Non-Executives ED in consultation with concerned CGM in units/Director in consultation with concerned GM in CO
- ii) Executives upto E-7 gr CMD, MTNL
- ii) Executives in E-8 grade Board of Directors of MTNL

and above

## 8.0 Agreement

An employee opting for Sabbatical Leave shall apply for leave in the format at Annexure I. The employee shall also execute an agreement as per format at Annexure II, on non-judicial stamp paper in accordance with the terms and conditions of the scheme before the grant of Sabbatical.

## 9.0 Settlement of Dues

9.1 An employee who has availed House Building Advance from the Company and the same is still outstanding is required to mortgage the house/flat/land through procedure as prescribed in the relevant rules before proceeding on Sabbatical. If the same has not been submitted earlier.

9.2 After proceeding on Sabbatical, it will be the sole responsibility of the employee to ensure timely payment of the monthly dues positively on the 1<sup>st</sup> day of every month. If the 1<sup>st</sup> day is a closed holiday, it shall be ensured that payment is made on the last day of the previous month. The employee can deposit post dated cheques also the whole period of Sabbatical.

The employee shall also give an undertaking that his/her Gratuity will be released only after repayment/settlement of the entire amount of dues/Advances, including HBA, alongwith interest thereof.

9.3 If an employee has availed conveyance Advance, Computer Advance or any other Advance, he shall repay the entire outstanding amount including interest, before proceeding on Sabbatical.

9.4 As per Clause 24(a) of rules for allotment of MTNL residences 2005, the employee shall be allowed to retain the Govt./department Accommodation, if allotted to him, for a period of two months on payment of normal license fee.

*Hamman*

4

Thereafter, as per Clause 24(b) of Rules for allotment of MTNL residences 2005, the employee shall be allowed to retain the Govt./departmental Accommodation as follows:

Period	Rate
From 2 months upto 4 months	Double License fee
From 4 months upto 6 months	4 times License Fee
From 6 months Upto 8 months	6 times License Fees
Beyond 8 months	Market Rate

- 9.5 During the period of Sabbatical Leave the Company will have the right to evict the employee, as per the rules of the Company, after giving due notice to the employee.
- 10.0 Under the relevant clauses of Conduct, Discipline and Appeal Rules/Standing Orders/sanction of the Competent Authority shall be deemed to have been granted to engage directly or indirectly in any trade or business or undertake any other employment. The employee can also take up any overseas assignment. However, the employee cannot take up a job in any Government/Public Sector Undertakings/Autonomous bodies, etc. The employee should periodically inform the company about his/her whereabouts/contact address & No., so that he/she can be contacted, if required.
- 11.0 The employees opting for Sabbatical are not allowed to join any MTNL Joint Ventures, Subsidiaries, units, etc. The employee is not allowed to have any business dealing with MTNL; individually or as an employee of a firm during the period he is on Sabbatical.
- 12.0 Employee who take up employment during Sabbatical, in other organizations in telecom sector and allied services, or in any such organization which has official dealing with MTNL is a competitor of MTNL, shall seek prior permission from MTNL. This is necessary in view of business ethics so as to avoid conflict of business interest. Violation of this condition will attract disciplinary proceeding against the employee.
- 13.0 Any employee who has been granted Sabbatical shall not represent the company under any context and shall not in any way act or deal in any way act or deal in any manner prejudicial to the interests of the Company.
- 14.0 The employee shall not take part in elections for holding any public positions viz. Councilor, MLA, MP etc. during the period of Sabbatical even the organization where he is working permits to do so. In case he/she opts to do so, he/she has to take prior permission of competent Authority.
- 15.0 Those employees who remain absent unauthorisedly without fulfilling the conditions under the Sabbatical Scheme shall not be considered for taking advantage of the provisions of the scheme if they apply later. Their absence will be dealt with relevant rules of the company on the subject.
- M. Anwar*

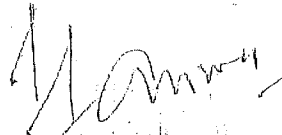
- 16.0 Only those employees who are clear from all disciplinary and vigilance angles shall be granted Sabbatical Leave.
- 17.0 If, the employee fails to report for duty within 10 days or fails to resign from the services of the Company, on the expiry of the Sabbatical period it shall be deemed that he/she has abandoned the services of the Company, without any notice to the employee and be dealt with accordingly.
- 18.0 For the purpose of calculating the terminal benefits in the event of his/her resignation from the services of the Company, the Sabbatical period shall not be (Ref 5.3) considered as break in service and it will be treated as continuous service for the purpose of calculating Gratuity without including the Sabbatical period.
- 19.0 On termination/completion of Sabbatical and reverting back to the services of the company, pay and allowances of the employee shall be in the same grade/category. After re-joining, the employee shall be fixed at the same basic pay which he/she were drawing prior to his/her proceeding on Sabbatical Leave. The Sabbatical period shall not count for annual increments.
- 20.0 On rejoining from Sabbatical, the Management reserves the right to post the employee in any unit/department/area accordingly to requirements.
- 21.0 The employee is liable to be proceeded, in accordance with relevant disciplinary rules, if he/she fails to comply with any of the conditions as stipulated in the Scheme.
- 22.0 In the event of death of an employee during the period of Sabbatical, the same will be considered as death while in service and his terminal benefits will be settled back on the status on the date of proceeding on Sabbatical.
- 23.0 The Management reserves its right for accepting/rejecting applications under the scheme, which will be subject to the needs/requirement of the Company.
- 24.0 The CMD, MTNL reserves the right to extend/limit the period of operation of the scheme or to withdraw and re-introduce the scheme, and to modify/alter/amend the scheme in any manner without any notice and without assigning reasons thereof.
- 25.0 The following guidelines have been approved for Below Board level MTNL employees opting for Technical Resignation on appointment to Board level positions in the Public Sector.

- i. An employee who returns to claim his lien shall be employed on permanent absorption/ appointment basis as under Rule 37-A of CCS Pension Rules. 1972 in the same pay and the pay scale as applicable at the time of parting with the organization or on revised pay scale, if implemented, based on pay prevailing on the date of parting with the organization. The pay protection will be on the basis of Last pay drawn in MTNL.

*[Handwritten signature]*

- 22
- 6
- ii. Seniority as on the last day before parting with the company shall be maintained in the substantive grade only.
  - iii. The technical resignation does not result in forfeiture of past service for the purpose of promotion if an employee joins back during the lien period. No proforma promotion during the period away from the job shall be given. However, the weightage of the service in the substantive grade will be counted for promotion after joining in the organization.
  - iv. Lien is subject to the condition that the junior-most person in the cadre will be liable to be reverted to the lower post/ service/ cadre if at any time the number of persons so entitled is more than the posts available in that cadre/ service. For example, if a person who is on lien reverts and if there is no vacancy in that post/ service/ cadre to accommodate him, the junior most person will be reverted. If, however, this officer himself is the junior most, he will be reverted to the next lower post/ service/ cadre from which he was earlier promoted.

(Para 2 of Annexure to DoPT OM No. 28020/1/2010-Estt(C) dt. Dec 26<sup>th</sup> 2013)  
Sub: Consolidated instructions on Technical Resignation and Lien - regarding)



ANNEXURE-I

**APPLICATION FOR AVAILING SABBATICAL LEAVE**

(Application must be forwarded through proper Channel  
to the authority specified in Clause 7.0 of the rules.)

1. FULL NAME/ DESIGNATION : \_\_\_\_\_  
(STAFF NO.)
2. EMPLOYEE NO. : \_\_\_\_\_
3. UNIT/DIVISION : \_\_\_\_\_
4. SECTION : \_\_\_\_\_
5. PAY SCALE/PAY : \_\_\_\_\_
6. DATE OF ENTRY : \_\_\_\_\_  
INTO PRESENT GRADE
7. DATE FROM WHICH THE : \_\_\_\_\_  
APPLICANT ..... WILLING  
TO PROCEED ON SABBATICAL :
10. PERIOD OF SABBATICAL : \_\_\_\_\_  
REQUIRED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

ENCL: Copy of latest Payslip is enclosed

ANNEXURE-II

(Format of Agreement to be executed on non-judicial stamp paper of Rs.-----)

THIS AGREEMENT entered into on the \_\_\_\_\_ Day of Two Thousand and Nine.

BETWEEN : MAHANAGAR TELEPHONE NIGAM LIMITED  
A Company incorporated under the Companies Act, 1956  
Represented here in by its Officer Shri-----

(hereafter referred to as the 'COMPANY' which expression shall, whenever the context so requires or admits mean and include its successors and assigns) of the ONE PART;

AND : Shri \_\_\_\_\_ Employee No. \_\_\_\_\_  
Aged \_\_\_\_\_ Years, Son/Daughter/Wife of \_\_\_\_\_ residing at \_\_\_\_\_

(hereinafter referred to as the "EMPLOYEE", which expression shall, whenever the context so requires or admits mean and include his heirs, executors, administrators and assigns) of the OTHER PART;

WITNESSES AS FOLLOWS

- I. Whereas the Company has introduced a Scheme known as "SABBATICAL LEAVE SCHEME" with an intention of rationalizing manpower as also to encourage employees voluntarily take up self-employment or to take employment elsewhere for a certain number of years, in the event of their deciding to rejoin duty;
- II. Whereas the Employee herein is working as \_\_\_\_\_ and has expressed his/her intention to avail the benefit of the said Scheme which is more fully detailed in the Annexure hereto and has agreed to abide by the same;
- III. Now this Agreement witnesses that in pursuance of the above and in consideration of the convenience of both parties, the parties hereto have agreed as under:





- 449
- 1) That the employee agrees that he/she shall abide by the Sabbatical terms and conditions detailed in the Sabbatical Leave Scheme circulated vide No. \_\_\_\_\_ dated \_\_\_\_\_ and subsequent amendments/additions thereof. It is agreed that the said Sabbatical Leave Scheme shall form a part of this agreement also.
  - 2) That the employee having gone through the terms and conditions of the Scheme has accepted all the terms and conditions of this Agreement and he/she has agreed to comply with, fulfill and follow all the terms and conditions mentioned therein.
  - 3) That during such leave, the employee will not be entitled to any benefits like pay and allowances, medical reimbursement, LTC, Bonus (PLI) etc.
  - 4) That under the Scheme, the employee is eligible to be employed with other organizations, or be self-employed or take up any vocation etc.  
  
That in the event of his /her taking up employment, he/she undertake to declare the value of such benefits availed from MTNL, to the other employer and get the income-tax due there on deducted from such employer.  
  
Further, that in the event of his/her taking up self-employment, or doing a business etc., he/she will include the value of such benefits in his/her taxable income.
  - 5) The Company agrees to grant the Sabbatical from----- to-----, of \_\_\_\_\_ years, in accordance with the request of the employee, which shall not, however, exceed a maximum period of five years.
  - 6) The employee agrees to furnish herewith his/her correct address, contact no., for future correspondence with the company and undertakes to keep the company informed as and when there is change in his/her address, contact no..
  - 7) It has further been agreed that in the event of the employee failing to report to duty within 10 days of the expiry of the Sabbatical leave, it would be deemed that the employee has left the Company on his/her own free will and volition and that the Company shall be entitled to take action in accordance with the terms and conditions of the Scheme.
  - 8) The Company agrees that it shall faithfully abide by the terms and conditions of the Scheme introduced by it and extend all benefits to the employees in terms thereof.
  - 9) In the event of any disputes or differences in respect of this matter, the Courts situated at Mumbai/Delhi as the case may accordingly the place from where proceedings on Sabbatical shall have jurisdiction to entertain any litigation of proceedings.



- 10) In case employee is arrested or involved in any criminal case during the period of sabbatical leave, company shall take appropriate action against employee under CDA Rules and standing orders as the case may be on his joining.

In witness whereof both the parties above named have executed this Agreement in the presence of the Witnesses at testing hereunder:

Witnesses:

1.

For : Mahanagar Telephone Nigam Limited

( )

Company

( )

Employee