

## OPTEL TELECOMMUNICATIONS LIMITED,

Ref: OTL/P&amp;A/ESTT/92/94

Dated: 9th November, 1992

## C I R C U L A R

It is for information of all employees that the Company has introduced the Scheme of Group Gratuity-cum-Life Assurance Scheme for the Employees of Madhya Pradesh State Electronics Development Corporation Limited and Optel Telecommunications Ltd., Bhopal w.e.f. 1.4.92. The Scheme is based on Gratuity Scheme of Life Insurance Corporation of India.

The salient features of the Group Gratuity-cum-Life Assurance Scheme is as under :

## 1) DEFINITION :

- a) The 'Scheme' shall mean Madhya Pradesh State Electronics Development Corporation Group Gratuity-cum-Life Assurance Scheme.
- b) 'Employees', shall mean person (other than Apprentices under the Apprentices Act, 1961) employed by the Company.
- c) 'Superannuation Date', shall mean in respect of the employee the date on which he attains the age of 58 years, on attainment of which the employee shall vacate the employment.
- d) 'Service', shall mean continuous and uninterrupted service rendered by the Employee and includes service which is interrupted by sickness, accident, leave, lay-off, strike or lock out or cessation of work, not due to any fault of the employee concerned for the purpose of calculating the amount of Gratuity a period of 6 months or over shall be reckoned as one year. In the case of an employee who is not in uninterrupted service for one year, he shall be deemed to be in continuous service if he has been actually employed by the Employer during the period for not less than 240 days.
- e) 'Wage/Salary', shall mean all emoluments which are earned by the employee while on duty or on leave in accordance with the terms and conditions of his employment and which are paid or are payable to him in cash and shall include Dearness Allowance but does not include any bonus, commission, house rent allowance, overtime and any other allowances.

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## 2. ELIGIBILITY:

Gratuity shall be payable to an employee on the termination of his employment after he has rendered continuous service for not less than 5(five) years as-

- (a) On superannuation, or
- (b) On his retirement or resignation or,
- (c) On his death or disablement due to accident or disease.

## 3) COMPUTATION/DETERMINATION OF THE AMOUNT OF GRATUITY:

- a) For every completed year of service or part there of in excess of 6(six) months the Company shall pay Gratuity to an employee at the rate of 15(fifteen) day's wages/salary based on the rate of salary/wage last drawn by the employee concerned.
- b) An employee who is eligible for payment of Gratuity under this Scheme shall send a written application in the prescribed format to the Company for payment of the same.
- c) The amount of Gratuity payable to an employee shall not exceed Rs.50,000/-

## 4. FORFEITURE OF GRATUITY :

The Gratuity payable to an employee may be wholly or partially forfeited:-

- a) If the services have been terminated for any act, wilful omission or negligence causing any damage or loss to, or destruction of property belonging to the Company, shall be forfeited to the extent of the damage or loss so caused;
- b) If the service of such employee have been terminated for his riotious or disorderly conduct or any other act of violence on his part, or
- c) If the services of such employee have been terminated for any act which constitutes an offence involving moral turpitude, provided that such offence is committed by him in the course of his employment.

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