

# **STANDING ORDERS IN RESPECT OF**

## **M/s NR Switch N Radio Services Private Limited.**

### **1. Scope and Applicability**

These Standing Orders shall regulate the service conditions of the workmen and shall come into force in accordance with Section 2 h of the Industrial Employment (Standing Orders) Act, 1946 and the rules made there under and shall apply to all classes of workmen of the Company. Provided that the employer may frame different sets of standing orders for different categories of workmen.

### **2. Definitions:**

In these orders unless there is anything repugnant to the subject or context:

- (1) "Act" means the Industrial Employment (Standing Orders) Act, 1946.
- (2) COMPANY means **M/s NR Switch N Radio Services Private Limited** including establishment, Administrative Offices and Corporate Offices, Branches of the Company wherever they are located in **Kota, Rajasthan & Other Cities in India.**
- (3) ESTABLISHMENT means the works of **M/s NR Switch N Radio Services Private Limited** at E-17, RIICO Electronic Complex, IPIA, Road No-01, Kota-324 005, **Rajasthan.**
- (4) "Attendance" means the presence of the employee concerned at the work-station where he/she is required to report for getting his/her attendance and continuance of his/her presence at the place of his/her work throughout the period of the shift or office work, in the manner prescribed by the management from time to time. The reporting of the employee will be either recorded in the attendance register or in the punching machine/recorded online.
- (5) "Board" means Board of Directors of the Company.
- (6) "Communication" means any letter or notice given/ served by the management to all or any employee by registered post/ speed post' or through messenger or Courier or displayed on the Notice Board and will be treated as final service by the management.
- (7) "Continued illness" means and includes loss of efficiency, permanent total/ permanent partial disablement or absence on account of illness for more than six months.

- (8) "Habitual" means any act of misconduct or omission or default of a particular nature on the part of an employee which is repeated for three times or more within a period of preceding six months.
- (9) "Lay-off and Retrenchment" will have the same meaning as assigned to it under the provisions of the Industrial Disputes Act, 1947.
- (10) "Lock-out/Closure" and such expressions as appear in these Standing Orders which are not defined herein, will have the same meaning assigned to it, respectively under the provisions of the Shops and Commercial Establishment Act.
- (11) "Management" means the Managing Director or Director or the Manager or any other person authorised to act on his or on their behalf or on behalf of the company from time to time.
- (12) "Manager" means the person designated as such under the Shops and Commercial Establishment Act, 1958 and whose name has been notified to the concerned authority under the shops and commercial establishment act.
- (13) "Medical Certificate" means a certificate granted by a registered medical practitioner having MBBS qualification or any other doctor specifically authorized by the management in respect of workmen who are not covered under Employees State Insurance Act, 1948. In case of workmen covered under ESI Act certificate may be granted by the Medical Officer of ESI Corporation or a Medical Practitioner duly authorized by the Company.
- (14) "Muster Roll" means the Attendance Register or Records maintained under the provisions of the Shops and Commercial Establishment Act, 1958 for the time being in force.
- (15) "Night Shift" means any shift, which commences after 08:00 PM.
- (16) "Notice" means all notices issued in writing or to be posted for the purpose of these Standing Orders and any other essential law for the purpose of information or communication to the workmen.
- (17) "Notice Board" means a board maintained in a conspicuous place, in the factory/Office premises or near the main gate, for the purpose of displaying notice required to be posted or affixed under the Standing Orders or for exhibiting notices under any law, and includes the notice board(s) maintained in Individual department(s).
- (18) "Resignation" means the cessation of a contract of service by an employee or formal renunciation or relinquishment of his post, job or office by an employee due to whatsoever reason.

- (19) "Supervisor" means any person who has been appointed as such and/ or who by nature of his duties exercises supervisory authority, supervisory control or supervision over workmen whilst on duty or by virtue of responsibilities/ position on the premises of the Industrial establishments.
- (20) "Ticket" means a pass, card, token, badge or any other means of identification showing name, number & designation of the employee.
- (21) "Wages" means wages as defined in clause (rr) of section 2 of Rajasthan Shops and Commercial Establishment Act, 1958 and Clause (vi) of Section 2 of Payment of Wages Act, 1936.
- (22) "Employee" means a person as defined in section 2 Subsection 1 clause vi of the Shops and Commercial Establishment Act, 1958. Any nomenclature such as "employee" or "worker" or "employee" will be relevant only if he will be qualifying the conditions of the definition of "employee"

### 3. Classification of Workmen

Workmen shall be classified as: -

- I. Permanent
- II. Probationers
- III. Temporary
- IV. Fixed Term Appointment
- V. Casual
- VI. Apprentice
- VII. Part Time Employee

**I. "Permanent"** means an employee who has been engaged on a permanent basis in writing at the commencement of the employment or an employee who has satisfactorily completed the prescribed /stipulated/extended probationary period of service in the same or another occupation in the Industrial Establishment, including breaks due to sickness, accident, leave, lock-out, strike (not being an illegal strike) or involuntary closure of the establishment and is therefore, borne on the rolls of the permanent workmen by a specific order or direction of the management in writing.

**II. "Probationer"** is an employee who is provisionally employed for a specific period in a position to ascertain whether he is or will become suitable for permanent placement in the position on the expiry of the probation period in the probationary post, which he holds. The management has the discretion to increase the period of probation depending upon one's performance, punctuality and suitability. If the work performance, conduct or attendance of the probationer is not found to be satisfactory, his services may be terminated at any

time before or upon the expiry of the probation period with one month notice or payment in lieu thereof. After the expiry of the probation period, the employee shall continue to be on probation until his services are confirmed in writing by management. The maximum period of probation shall however not exceed two years and the employee shall be deemed to have been confirmed on the post after the expiry of the maximum period of probation even if no order is passed in writing in this behalf. If a permanent employee is employed as a probationer on a higher or a new post or in a vacancy and his work during probation is not found to be satisfactory, he may at any time, during his probationary period, be reverted to his previous post and he will not lose his lien on his permanent post on this account. Such posting back shall not amount to punishment or change in his service conditions. In computing the period of probation, the days on which the employee was absent due to authorized leave on account of sickness, pregnancy, accident / authorized casual leave arising out of or in course of employment or temporary closure of undertaking shall be included.

**III. “Temporary Employee”** means an employee who is employed on work which is of essentially temporary nature or who is employed temporarily as an additional employee in connection with temporary increase in work of a permanent nature or in the leave vacancy of another employee or to take care of any exigencies. A temporary employment shall come to an end on completion of the specified assignment, or at the end of leave vacancy, as the case may be. Further, working temporarily for the company will not entitle the employee to demand permanency in the post and he is liable to be terminated at any time.

**IV. “Fixed Term Appointment”** means the management shall have right to employ a employee for a fixed period. The services of the fixed period employees shall automatically stand terminated at the end of fixed period. Such employee shall not be entitled for benefits under Section 25F benefits of Industrial Disputes Act, 1947. The end of his fixed term tenure shall not be treated as termination but shall be treated as end of services contract. Provided that such an employee will not be employed for a period exceeding two years.

**V. “Casual Employee”** means someone who is engaged on day-to-day basis for any work of a causal, occasional/ intermittent nature and is liable to be terminated at any time without notice, irrespective of the type of job or the period of employment. Working casually for the company will not entitle the employee to demand permanency in the job.

**VI. “Apprentice”** means a trainee who is governed by the provision of the Apprentices Act 1961.

**VII. “Part Time Employee”** is one who is not engaged for the whole day upon such works that can be completed even in shorter duration. Such part time employees would be paid proportionately to the applicable minimum wages.

#### **4. Employment / Appointment**

- (1) At the time of seeking appointment, all persons will be required to make an application in writing and also to fill in and sign the prescribed form/ forms of employment in the Company. The form and the application will contain such particulars and terms as may be specified from time to time by the Company generally or specifically in respect of any individual case.
- (2) Every employee other than a casual employee shall be given a letter of appointment, in the prescribed form stating briefly the terms and conditions of such appointment.
- (3) All persons on appointment shall be deemed to have been appointed on the basis of representations made or facts disclosed in their applications for appointment. In case, any fact or representation is found to be wrong or concealed, such an appointment shall be deemed to be automatically cancelled, irrespective of whether the employee has joined his duty upon selection. In such a contingency, the employee concerned shall be liable to be discharged forthwith.
- (4) No employee shall be recruited for employment other than casual employment except with a certificate of fitness from the Company's Medical Officer or such Medical Officer (s) as may be notified for the purpose, who is registered medical practitioner, regarding his physical fitness for employment.
- (5) In respect of all new appointments the opinion of the Company's Medical Officer or such Medical Officer, as may be nominated by the Management for the purposes of conducting the Medical examination as per the Company's prescribed medical examination norms shall be deemed to be final.
- (6) In case, the result of medical re-examination during the employment shows that the employee is unfit for services with the company, his services would be liable for termination.
- (7) The continuation of employment of an employee in the Company shall be subject to the condition that he continues to be medically fit (both physically and mentally) for the job in which he is engaged. If in the opinion of the Management any employee is unable to discharge his normal duties due to ill health or disability, the Management may at its discretion direct such employee to appear before the Medical Officer for examination and the concerned employee shall submit himself to all required medical tests/examinations etc. If he is found medically unfit for the job and/or on account of illness he is not available for duty for a long time and/or if he refuses to submit himself for medical examination, such employee shall be liable to be discharged from the services of the company at the sole discretion of the Management.
- (8) Every employee shall submit documentary evidence in support of the age declared by him, which may be verified by the Management.

- (9) Every employee shall on appointment, notify his permanent and local address and any subsequent change in it should be notified immediately without delay. Any communication sent to him on the last notified address shall be deemed to have been served on him if sent through established means of communication and notified on the notice board of the establishment.

## **5. Trainee Scheme**

The trainees will be engaged by the management on the guiding principle of this Trainee Scheme. This Scheme will be known as a Scheme for providing technical know-how to the workers and Staff to be engaged by the Management. The system of training is required to achieve the following objectives: -

- (a) To have better quality of work and production in the Industrial set-up.
- (b) To achieve the targets and goals of production and planning of qualitative work.
- (c) To upgrade the technical know-how of the manpower either engaged in the company or for future prospects of the manpower having the trainee in this Institution.
- (d) During Training Period, the resource shall be paid Stipend. The Stipend shall be decided by Management from time to time.

The management will be at liberty to formulate training schemes for various trades from time to time as per the needs of the organization.

## **6. Ticket and/or Identity Card**

(1).

- (a) Every employee shall be given an identity card unless he is a Probationer, Temporary worker and Apprenticeship, bearing such particulars as may be prescribed by the Management and it shall be used for the following purpose: (a) Identification (b) Entry to and Exit from the Factory (c) Attendance Recording and (d) Emergency Contact or for any other purpose which may be notified by the Management from time to time.
- (b) Every Temporary employee shall be provided with a “temporary card” on which shall be entered the days on which he has worked or will work in the company and which shall be surrendered on his discharge.
- (c) Every Casual worker shall be provided with a “casual card” on which shall be entered the days on which he has worked or will work in the company and which shall be surrendered when his casual engagement ceases.
- (d) Every apprentice shall be provided with a “apprentice card” on which shall be entered the days on which he has worked or will work in the company

and which he shall surrender if he obtains permanent employment or on his discharge.

- (2) The employee must carry the Identity Card with him at all times when he is within the premises of the Company/establishment.
  - (a) The Identity Card will not be transferable.
  - (b) Every employee shall comply with all instructions in regard to the safe custody of the card and shall show it to superior or any person authorized to inspect it at any time when required.
  - (c) Every employee when he ceases to be in the employment of the Company or on suspension shall return his Identity Card to the Company.
  - (d) Every employee shall take utmost care against the loss of Identity Card. If an employee loses his Identity Card, the loss shall be immediately reported in writing to the issuing authority and a new Identity Card shall be issued to him on payment of such fees as may be notified by the Management from time to time. If the Identity Card becomes illegible, gets disfigured/mutilated due to fair wear and tear, it shall be replaced to the employee free of cost.
- (3) Any employee who has been supplied with Identity Card, Uniforms or any other Apparel shall wear / carry with him the same during duty hours. Any employee failing to comply with the same shall be liable to be sent back from the factory without wages or removed from the company, if he has already entered the premises. He shall also be liable for disciplinary action.

## **7. Entry, Exit or Search**

- (1) Entry and exit from the factory premises shall be only through appointed gates at the time specified and shall under no circumstances be allowed through the other gates.
- (2) Every employee shall have to reveal his Identity Card to the security staff on duty while passing through such gates or places of entry/exit.
- (3) No employee shall enter the establishment except when on duty, without the permission of the Manager or any person authorized by the Management.
- (4) No employee shall leave the establishment during his duty hours or stay in the premises when he is not on duty, except after obtaining written permission of the authorized officer.
- (5) The Company reserves the right to restrict entry of an employee into the premises of the Company, who is:
  - (a) Not following the laid down procedure of entry/exit;

- (b) Suspected to be under the influence of alcohol or narcotic substances or drugs;
  - (c) Suffering from any contagious or infectious disease;
  - (d) In possession of any article prejudicial to the security of the Company, its employees or visitors;
  - (e) Likely to create disturbances and disturb peace at work;
  - (f) Reasonably considered hazardous for safety and health;
  - (g) Without uniform;
  - (h) Due to any other reason likely to hinder the normal working of the company.
- (6) Refusal by an employee to appear before a doctor for examination to verify consumption of alcohol or drugs or narcotic substances will be deemed to be a confirmation that he has consumed alcohol or is under the influence of drugs or narcotics.
- (7) Any employee who is off his duty, has been granted leave, laid off, retrenched, suspended, discharged, dismissed or has resigned or is not working for any reason or is declared by a competent medical authority to be suffering from a contagious or infectious disease, shall immediately leave the premises of the establishment, and shall not enter any part of it except with the written permission of the Management or any person authorized on its behalf.
- (8) No employee shall take with him in the work premises any outside person without the written permission of the Management or Officer authorized on his behalf.
- (9) Workmen are liable to be searched at any time while entering or leaving or when within the Company premises, during or outside working hours by the security staff or by any other authorized person. All personal belongings, including inter alia, all clothing, Tiffin boxes, bags etc are liable to be searched and employee shall offer them for search when required by the watch & ward staff or the person appointed for the purpose in the presence of two witnesses provided that the female employee shall be searched by formal searcher and in the presence of female witnesses.
- (10) The Management reserves the right to seize from those searched, any article belonging to the Company or any other such articles as the Management may consider would endanger the personnel or property of the company and to initiate appropriate disciplinary proceedings against such workmen.
- (11) On the day of duty, no employee shall enter the Work Premises 30 minutes before the commencement of his shift working. After the working hours, every employee should leave the factory premises within 30 minutes, unless specifically required to overstay and communicated by the Manager or any person authorized by the Management on its behalf.
- (12) No employee shall carry with him any lethal weapons like knife, pistol, sword, bhujal, or any dangerous chemicals or articles, which may be injurious to the



safety of human lives and the property of the Company. No employee shall have in his possession any inflammable articles, including matchbox, while entering into the Fire-Proof Premises or areas which are designated by the Management as Prohibited Zone.

- (13) If any employee desires to carry with him in his possession any personal article/ material inside the Factory, he shall obtain written permission of the security officer on duty at the gate and get it entered at the gate register.
- (14) All workmen shall strictly follow the Safety Rules and Regulations in force in the work premises.

## **8. Attendance**

- (1) An employee will ensure that he records his attendance as per the procedure laid down by the management, failing which he will be treated absent for that session of the day.
- (2) Any employee who is not at his appointed place of work at the time fixed, or is late, is liable to be kept out and treated as absent for session of the day.
- (3) If an employee is found missing from his workplace, it will be deemed to be shirking the responsibility of work and such employee will be treated as absent.
- (4) A employee shall be deemed to be absent, if he, fails to attend to his duty unless he has obtained prior permission for such absence from the competent authority notified for the purpose and in case of unforeseen circumstances, the employee shall send an intimation, verbal/ written on the same day and obtain sanction for leave subsequently as per the Company's Leave Rules.
- (5) No employee shall leave the establishment premises during the hours of work notified for him unless he obtains prior written permission of his Department In-charge and an exit pass from the person so authorized by the Management and then only he shall be allowed to leave the establishment premises. No payment will be made for the time so lost except on special instructions from the Manager or person so authorized.
- (6) Subject to the provisions of the Shops and Commercial Establishment Act, 1958 or other legislation for the time being in force, if exigencies of work and/or production so require, the company reserves the right to require all or any number of its workmen to work overtime or on weekly holidays and public holidays in accordance with notices which may be issued from time to time. Subject to the provisions of the Shops and Commercial Establishment Act, 1958 the day of weekly off may be changed by issuing a notice in this behalf.
- (7) An employee, who is not on duty or has not been called for any of the specific purpose, shall not enter or remain in the premises of the establishment without written permission.

## 9. Shift and Working Hours

- (1) The working hours shall be notified on the notice board in respect of different shifts and the workmen should check the notification well in advance, so as to be at their respective places of duties at the time so specified.
- (2) The shift time notified as such shall include the period of lunch break /other breaks in each shift for all classes of workmen.
- (3) The duration and timings of work will be subject to alteration at any time, with regard to the exigencies of business.
- (4) The Company reserves the right to require all or any workmen to work, when so required, on overtime or on weekly holidays or national or festival holidays or both, in accordance with the notices displayed on the notice board from time to time in this behalf, with sufficient compliance to relevant statutes.
- (5) A shift may be discontinued, or the number of shifts may be increased or reduced at any time depending upon the exigencies of work by giving a notice of 24 hours which will be considered sufficient. No notice shall be necessary;
  - (a) if the closing of the shift is under an agreement
  - (b) if as a result of closing of the shift no permanent workmen will be retrenched
  - (c) If the closure is due to circumstances beyond the management's control.
- (6) If as a result of the discontinuance of the shift working, any employee is to be removing as per the provisions of the Shops and Commercial Establishment Act, 1958.
- (7) The company shall be entitled to alter or vary the shifts and the hours of working of each shift at its discretion and workmen shall be liable to be transferred from one shift to another at the discretion of the management. The management shall, except in emergencies, whenever and wherever possible, give to the workmen concerned advance notice of transfer from one shift to another. Employee shall not be allowed to change their shift or department or section without prior permission of the Head of Department or in-charge.
- (8) The Company shall work on all seven days in a week and the workmen shall be divided into batches in such a way so that every employee shall be given one day's rest during a week in accordance with the provisions of Section 11 of the Rajasthan Shops and Commercial Establishment Act, 1958.

- (9) The duties of the employee shall be fixed by the Manager or the departmental head according to the needs and exigencies of work. The management shall be fully competent and entitled to spread over the duty hours or give break duty. No employee shall have any right to raise any objection in this respect. Workmen working in one shift shall not leave their work unless and until they are relieved by the workmen of succeeding shift. In any event of workmen for such succeeding shift failing to report for work, the concerned workmen on duty shall continue to work in the said shift.
- (10) The employee shall be liable to report for duty earlier than their scheduled reporting time if it is necessary on the part of such workmen to perform certain preliminary work or the like which is essential to be performed, prior to the commencement of their normal shift /work. The workmen shall not be entitled to raise any objection and shall comply with the directions issued by the management in this regard.

## **10. Combination of Jobs**

No employee shall refuse to discharge duties which are incidental to the main duties which have historically been discharged by workmen in such classifications, even though such work may also be performed regularly by workmen in any other classifications and in order to enhance the skills of the employee in other areas.

## **11. Wages and/or Wage Rates and Pay Days**

- (1) A notice specifying the days on which wages are to be distributed shall be posted on the notice board.
- (2) All wages due to the employee or deduction from their wages shall be made in accordance with the provisions of the Payment of Wages Act, 1936 as amended from time to time.
- (3) Any wages due to a employee but not paid on the usual pay day on account of their being unclaimed shall be paid on an 'unclaimed wages pay day' which shall be notified in the notice board and shall be paid within fourteen days from the last day of the wage period.
- (4) Wages can be paid by draft/ bank transfers at the discretion of the Management. Wages thus paid will be through the bank branch or branches nominated for the purpose by the Company. Provided that such payment shall not be delayed beyond the 7<sup>th</sup> of any month.
- (5) Any wages due to a employee who has died shall be paid to his/her nominee before the expiry of one month on which a substituted claim is presented by his/her nominee or his/her behalf by a legal representative, provided that such claim is submitted within 3 years of death of the

employee. The claimant will have to submit his/her succession certificate as well. Any claim for wages submitted after 3 years from the date on which the wages become due to the employee shall be considered as time barred.

## **12. Fines and Deductions**

- (1) Fine and deduction shall be made as per provisions of the Payment of Wages Act, 1936 and rules made there under.
- (2) In case a employee has in his possession any property belonging to the Company or quarter and if he resigns or his service are terminated/ dismissed, he will deliver the property to the Management, Payment of his due will only be made after property is handed over.

## **13. Holidays**

- (1) The workmen shall be entitled to Ten Holidays in each calendar year including three national holidays, viz., 26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> October.
- (2) Notices specifying List of Paid Holidays. Other matter related to holidays will be notified on the notice board.
- (3) The management reserves the right to declare or change any holiday without any prior intimation to the workmen without affecting the quantum of declared holidays unless it is a substituted holiday.
- (4) If the holidays fall during the period of strike or lockout, the workmen shall not be entitled to the benefits of the festival holidays.
- (5) In the event of national holiday falling on the weekly off or rest day, no substituted holiday will be allowed.

## **14. Leaves**

- (1) No leave can be claimed as a right and leave can be granted only after considering the exigencies of work/service. The leave sanctioning authority has the discretion to refuse, revise, curtail or revoke leave at any time according to the exigencies of work.
- (2) Leave shall be granted to all workmen in accordance with the Leave Rules of the Company as in force from time to time.
- (3) The authority to sanction leave shall be the Manager or any other officer authorized by the Management on this behalf.
- (4) A employee who desires to obtain leave of absence shall apply to the leave sanctioning authority in advance. Grant of any leave cannot be assumed or presumed by the workmen. The employee shall not avail of the same before it is actually sanctioned except in cases of extreme emergencies.
- (5) An employee who absents himself for 10 consecutive days (inclusive of holidays/weekly rest days) or overstays leave beyond the period of leave originally, granted or subsequently extended for thirty consecutive days (inclusive

of holidays/weekly rest days) will be deemed to have left the services of the Company without notice. The Company in such case would issue notice at this last available address. In case, despite notices, employee does not report for duty, it shall be deemed to be a case of voluntary abandonment of service, and he shall automatically lose the lien over the job held by him. However, Management will write a letter to the employee to offer an opportunity of being heard and to explain his position before such abandonment of service.

- (6) In the event of a employee desiring extension of the originally sanctioned leave or a subsequently extended and sanctioned leave, he shall make an application through Registered A.D. Post in writing to the Manager, specially stating the reasons for such extension and sufficiently in advance of the expiry of leave allowed. The Manager on receipt of such application shall inform the employee at the address given by him, whether the extension applied for has been sanctioned or refused by Telegram or Registered Post.
- (7) The female workmen shall be entitled to the maternity leave in accordance with the provisions of the Maternity Benefit Act, 1961 or The Employees State Insurance Act, 1948.
- (8) In the event of accumulation of stock on account of inability of the customer(s) to take the supplies or in the event of shortage of raw materials, shortage of power supply, fire, earthquake or any other event beyond control, the management shall be entitled to suspend the production for such period as may be notified and in which event, the employee shall not be required to report for duty during suspended period of production and shall be paid only 50% of their wages during the said period. The suspension of production due to business exigencies in terms of this clause shall not require prior permission of the Government.
- (9) The Management shall be competent to send any number of workmen on compulsory leave in the event of major over-hauling of establishment premises for such period as it deemed necessary and expedient.

### **15. No-Due Certificates:**

A employee who ceases to be on the services of the Company shall return to the Company all the goods/articles/ data in any form that were required to be kept by him in connection with his work to the concerned department and will obtain "No-Due" Certificate. Only on production of such no-due certificate, the salary and other amounts if any, due to the employee shall be paid. For any reasons, if the employee does not return the item belonging to the Company within a reasonable period, the Management may deduct the cost of such items from the salary payable to the employee and/or adjust the cost of such items from any other amount payable by the Company to the employee.

### **16. Stoppage**

- (1) In the event of a fire, catastrophe, breakdown of machinery, stoppage of power supply, epidemic, failure of supplies of railway wagons, other means of transporting raw materials or on business considerations, action of Government,

wars, Riots, Civil commotion or other cause(s) beyond the control of the Company, the Company may, at any time without notice or compensation in lieu of notice stop any process machine or department or establishment wholly or partially for such period as may be necessary.

- (2) Whenever practicable, reasonable notice shall be given of the resumption of normal work, and all such workmen laid off under these Standing Orders who present themselves for work shall be given preference for employment.
- (3) All notices required to be given under this Standing Order shall be displayed on notice board at or near the main entrance to the establishment. Where notice is pertaining to a particular department or departments it shall also be displayed in the department concerned.

## **17. Service Records**

- (1) Residential Address of employee: An employee shall notify the Company immediately on engagement the details of his residential address and thereafter promptly communicate to his Management any change of his residential address. In case the employee has not communicated to the Management the change in his residential address, his last known address shall be treated by the Management as his residential address for sending any communication.
- (2) Record of Age – Workmen shall give authentic proof of their date of birth at the time of their joining of services with the company. the following proofs shall be treated as authentic proof of his age:
  - a) Matriculation Certificate/ Higher Secondary Examination or an equivalent University/ Board Certificate.
  - b) A certificate from Municipality/ other Statutory Authority maintaining records of births and deaths.
- (3) The date of birth of employee once entered in the records of the establishment shall be the sole evidence of his age in relation to all matters pertaining to his service including fixation of his date of retirement/ superannuation/ achieving 58 years of age. The management will also have the right to verify the genuineness of the statement as made in the employment form with regard to any information furnished in it.
- (4) Every employee shall provide a copy of Aadhar card at the time of appointment.

## **18. Communication:**

Any order, notice, charge-sheet or letter issued by the management shall be served on the employee in any of the following manners and it shall be deemed to be duly served on him:

- (1) Delivery by hand to a employee in the presence of any other person or
- (2) By posting/ affixing the copy of the letter/notice etc. on the notice board; in case of refusal for accepting the same after recording such refusal shall be deemed to have been served upon the employee in presence of two workmen.
- (3) By sending the copy of such letter/notice under the cover of Registered AD/ Speed post at the address last recorded/ informed by him for the purpose in the event of his being on leave or absence or non-availability by posting the notice at the last recorded address given by the employee.
- (4) By publication in the newspaper.
- (5) Notices relating to the working of the establishment, and, as may be required under Standing Orders, shall be displayed on the Notice Board (s). Any notice displayed on the Notice Board shall be deemed to have been served on all the workmen working in the establishment.
- (6) In case a employee refuses to accept any communication from the Management or from the Enquiry Officer, it would be taken as duly served on the employee concerned.

## **19. Transfers**

An employee shall be liable to be transferred anywhere from one Location, post, shift, department, section, unit, to another belonging to or managed / operated by same the Company/Management or any of its Associates, whether existing at the time of the appointment of the concerned employee or whether coming into existence/ acquired subsequent to the appointment. An employee upon his transfer shall be governed by the service conditions applicable to the unit where he has been so transferred. If a employee fails to join his place of transfer within the stipulated period then it shall be presumed by the management that he is not interested in the services and has himself voluntarily abandoned the services.

## **20. Medical Examination:**

The appointment/ confirmation/ continuation of every employee shall be subject to his being certified medically fit by the Company's Medical Officer or any other registered Medical Practitioner approved in this behalf by the Management, provided that the Management may, for reasons to be recorded in writing, approve of an employment notwithstanding the medical opinion expressed, if it is satisfied that the disability reported is not likely to affect the occupational suitability of the employee. Further, a employee may be required to be medically examined at any time during his employment as and when the Management deems it necessary.

## **21. Superannuation:**

The age of retirement/superannuating shall be at 58 years.

## **22. Safety**

- (1) Adherence to all safety guidelines and instructions, including instructions on fire prevention, use of safety equipment and appliances, precautions to be followed on handling certain process/ chemicals is obligatory on the part of all workmen.
- (2) Workmen shall not, unless specifically authorized, interfere with any safety device or machine, or violate any safety guidelines. Breach of this shall be viewed with grave concern and corrective action will be initiated, including disciplinary action and punishment.
- (3) Every employee shall immediately report any employment injury sustained by him or by any other employee in the course of their employment to the Superior, who in turn shall report it to the manager or any officer appointed in this behalf for immediate attention. It is the duty of every employee to personally ensure and be responsible for his machines and or workplace being kept clean and tidy. It is also the duty of every employee to report to proper authority any defect, which he may notice and which may endanger himself or any other employee or might result in damage to any property.

## **23. SECERECY**

No employee shall take any papers, books, drawings, photographs, instruments, apparatus, documents or any other property of an industrial establishment out of the work premises except with the written permission of his immediate superior, nor shall he in any way pass or cause to be passed or disclose or cause to be disclosed any information or matter concerning the manufacturing process, trade secrets and confidential documents of the establishment to any unauthorized person, company or corporation without the written permission of the employer.

## **24. Accident Injury/ Medical Aid**

All cases of accidents arising out of and in the course of employment shall be reported in writing by the affected employee/co-worker to his immediate Supervisor/ Section Head or any other authorized person on duty immediately on the occurrence of such accident.

## **25. Complaints and Grievance Procedure**

- (1) Grievance is dispute or difference of opinion between a employee or workmen and the Management shall be prosecute by the competent authority under rule 14 of **Shops and Commercial Establishment Act, 1958**.
- (2) The Grievances shall be submitted or processed in writing by the employee / workmen to the Management within 15 days after the occurrence of the event giving rise to the grievance, provided that a grievance involving discharge or dismissal shall be filed in writing within 21 days from the date of discharge or dismissal.



## **26. Procedure for Redressal of Grievances:**

The following procedure shall be adopted in respect of redressing the grievance of an employee / workmen against any unfair treatment or wrongful action etc. by the Management or any of its authorized representatives.

## **27. Acts of Misconduct**

- (1) **Misconduct** shall mean an act of omission of duty or warranty, express or implied custom or usage, whether specified herein or otherwise, either single or in collaboration with others, without amounting to a substantive act, abetment or connivance, committed within the premises or outside, if related to the maintenance of discipline or pertaining to interests of the Company or other workmen or officers of the Company provided that the instances mentioned hereunder shall not be regarded as exhaustive, but the same are only illustrative. Any act of omission or commission which in any manner or guise, is detrimental to the interests of the business or discipline or reputation or prestige of the Company/Management/ Establishment, whether or not expressly regarded as such, shall amount to misconduct, whether committed within or outside the premises of the establishment.
- (2) Every act of commission or omission shall be liable to be treated as an act of misconduct if an employee acts against basic and universally accepted understandings. Every employee is expected, at all times, to maintain absolute integrity and devotion to duty and to conduct himself in a manner conducive to the best interests, prestige and credit of the Management / Company; and to use his ordinary prudence and intelligence in the discharge of his duties. If an employee does not do so, the Management shall be competent to take appropriate action against him.
- (3) It should be noted that in assessing the gravity of any misconduct, the nature of misconduct has to be seen and not necessarily its consequences, particularly so in cases where financial loss to the Management could have occurred due to some misconduct but has not taken place because of some other circumstances.
- (4) Without prejudice to the above general meaning of the term 'misconduct', it shall be deemed to include the following:

### **(A) Acts Constituting Minor Misconduct(s)**

- (1) Absence without leave up to 3 days in a month or absence from the employee's appointed place of work.
- (2) Failure to notify the Company / Management of any change of address.
- (3) Chewing betel while on duty and within the boundary walls.
- (4) Misuse of the furniture or property of the company.
- (5) Defacing the walls/building of the work premises
- (6) Use of equipment / property in ways not permissible.
- (7) Negligence in performance of duties.

- (8) Entering or leaving the premises by the gates not specified for such purposes.

**(B) Acts Constituting Major Misconduct(s)**

- (1) Impertinence, insubordination, dereliction of duty, disobedience or refusal to work or obey, whether alone or in combination with others, of any lawful and reasonable order of superior, including an order which may be issued under these Standing Orders. If any employee doubts the veracity, legality or reasonableness of an order of superior, he can raise his objections only after complying with the order and shall not refuse to obey the same.
- (2) Participating in an illegal or unjustified strike or activities detrimental to the interests or reputation of the Management/ Company.
- (3) Inciting other workmen to go on or participate in an illegal or unjustified strike or to act in furtherance thereof.
- (4) Malingering, go-slow or slow-down, dharna, picketing, gherao, sabotage or any abetment or instigation thereof, whether as a concerted action by the workmen or by an individual employee.
- (5) Indulging in any tactics or strategy having the result of a stay-in-strike, tool down strike or the like or doing such things as to cause stoppage of work of any section or department.
- (6) Theft, embezzlement, fraud, misappropriation or dishonesty in connection with the business or property of the Company; or of any employee within the premises of the establishment / works.
- (7) Habitual absence or habitually overstaying the sanctioned leave, habitual absence from the employee's appointed place of work without permission or sufficient cause.
- (8) Taking or giving bribes or any illegal gratification or tips.
- (9) Breach of any law, rules, regulations and orders applicable to the Company / Management.
- (10) Engaging in any occupation, profession, trade, business (including money-lending or the like) while in employment.
- (11) Assault, fighting, riotous or disorderly or indecent behaviour or any act subversive of discipline.
- (12) Abusing, threatening/ assaulting any co-worker or superior of the Company outside the work premises in connection with official work, production activity or any other related business.
- (13) Writing a letter to any superior containing offensive remarks against him.
- (14) Delivering derogatory speeches, inciting workmen to misbehave or indulging in any act of intimidation or coercion against any co-worker.
- (15) Use of offensive vile or obscene language with hidden imputation against the Management or any of its officers.
- (16) False complaint before any authority against the Management any superior officer.

- (17) Restraining and/or confining any officer with a view to making him concede to his/their demands.
- (18) Preventing any officer or employee from discharging his duties towards the Company.
- (19) Sleeping during duty hours.
- (20) Gambling/ playing cards or similar games in the premises or during duty hours.
- (21) Carrying and/or being under the influence of or using drugs without prescription, or intoxicants or alcoholic beverages at any time during duty hours.
- (22) Refusal to submit for medical examination as and when required by the concerned authority.
- (23) Imputing dishonesty or misuse of funds against the superiors without any sufficient cause proof.
- (24) Deceptive or corrupt practices in connection with the Company's / Management's work or business.
- (25) Contempt of rules or disrespect of authority or general affront to the Company / Management.
- (26) Misbehaviour during a domestic enquiry into charges of misconduct or during the pendency of disciplinary action and/or threatening, intimidating, abusing, beating, assaulting, manhandling, or otherwise pressuring or misbehaving with the Enquiry Officer or the Presenting Officer or the witnesses, either before the commencement of or during or after the enquiry.
- (27) Spreading false rumours or giving false information which tends to disrupt the Company or its officers or workmen or spreading panic among the workmen.
- (28) Refusal to obey transfer orders.
- (29) Applying or obtaining leave on false pretext.
- (30) Habitual negligence or gross négligence.
- (31) Making indecent gestures or overtures or indecent jokes towards or otherwise misbehaving with workers or officers or customers or guests.
- (32) Expectorating or otherwise committing a nuisance in the premises or urinating, easing or spitting in places other than those provided for such purposes.
- (33) Making personal telephone calls from the establishment/ work premises or receiving visitors without prior permission of the Superior.
- (34) Any breach of these Standing Orders or otherwise acting in breach of any law or rules applicable to the establishment.
- (35) Damaging any of the Company property or tampering with any equipment, articles or any written record including notices put up on the Notice board, falsifying official records, and the like.
- (36) Giving false evidence against the Management, which the employee knows to be untrue.
- (37) Carrying out trade union activities during duty hours.

- (38) Violating local or State health codes, laws or bye-laws of any competent authority.
- (39) Refusal by a employee to do any work or job.
- (40) Refusal to give any assurance or undertaking in writing for observing proper discipline and decorum while on duty and/or for not resorting to go-slow/slow down, or the like.
- (41) Refusal to work overtime.
- (42) Refusal by a employee to sign his production or any other job related record.
- (43) Violation of any Act/Statute applicable to the Company/ Establishment.
- (44) Endangering the safety of self or others or endangering the Company's property.
- (45) Use of disrespectful language towards officers/superiors in correspondence or otherwise or to show rudeness in behaviour.
- (46) Furnishing false or incomplete information or suppressing any information regarding name, age, father's name, qualifications, ability, previous service, conviction in a Court of Law, dismissal, removal or compulsory retirement by a previous employer or any other matter germane to the employment either at the time of employment or at any time during the course of employment.
- (47) Acting in any manner prejudicial to the interests of the Company/Management.
- (48) Collection, without the written permission of the Manager, of any money within the premises of the works/Establishment.
- (49) Commission of any act, which amounts to a criminal offence involving moral turpitude.
- (50) Lack of proper personal appearance, sanitation and cleanliness including proper grooming.
- (51) Distribution or exhibition of any newspaper, hand-bill, pamphlets or posters within the work premises establishment without prior permission in writing of the Manager.
- (52) Holding meetings, demonstrations, slogans-shouting etc. within the premises of the works/establishment without prior permission in writing of the Manager.
- (53) Disclosure by any employee to any unauthorized person of information relating to the company's business or security measures or communicating directly or indirectly to. Any outside party any documents or information which has come into his possession, or which he has secured knowledge in the course of his employment, unless expressly permitted in writing by the Manager.
- (54) Failure to inform the Management of any notifiable or contagious disease contracted by the employee or any member of his family, e.g. Cholera, Smallpox, Tuberculosis, Leprosy, Diphtheria, Corstropinal, Meningitis, Plague, Bacillary, Dysentery, Yellow Fever, Typhoid or Eccentric Fever, Mumps, Measles and any other contagious diseases.
- (55) Refusal to accept any order or communication from the Management.

- (56) Purchasing from or selling the Company properties, machinery, stores etc., without the express permission in writing of the Manager.
- (57) Possession of any lethal weapon in the premises of the works/establishment.
- (58) Applying or asking or obtaining loans or advances on false pretexts and/or not utilizing them for the purposes for which they were sanctioned and/or not refunding the loan or advance to the Management in the event of the failure of the employee to utilize the same for the purposes for which it was sanctioned.
- (59) Any conduct on the part of the employee inconsistent or incompatible with the due or faithful discharge of his duties towards the Company/Management.
- (60) Any breach of the express or implied or incidental duties of a employee.
- (61) Frequent repetition of any act or omission for which a fine may be imposed under the provisions of any law.
- (62) Engaging any lottery within the premises of the Company.
- (63) Smoking in the work premises except at places where smoking is permitted.
- (64) Committing any offence within the meaning of the Indian Penal Code within the premises of the Establishment / Works or outside the premises or committing any act of commission or omission within the premises of the works/establishment or outside, whether amounting to an offence or not, which would tend to have the effect of or result in impairing the reputation, public confidence, discipline or prestige of the Company/Management.
- (65) Making or publishing false, derogatory, defamatory or malicious statements against the Company/Management or its officers or workmen or its products.
- (66) Conduct in private life prejudicial to the reputation of the Company.
- (67) Preparing false bills or statement of expenditure.
- (68) Remaining in the premises of the Establishment/works after duty hours or during suspension, without obtaining specific permission in writing of the Manager.
- (69) Habitual indebtedness or insolvency.
- (70) Any act or omission leading to loss of confidence in the employee.
- (71) Aiding, abatement of or incitement to commit any act of misconduct.
- (72) Failure to bring to the notice of the Manager any overpayment(s) of wages/salary/pay made to a employee.
- (73) Indulging, whether alone or in combination with others, in any unfair labour practice, as defined and illustrated in the Industrial Disputes Act, 1947 or the Rules made thereunder.
- (74) Violent demonstration within 100 meters of the precincts of the establishment/works.
- (75) Working elsewhere during leave or absence.
- (76) Carrying outside the premises of the works/establishment, books, equipment, apparatus, documents, products and any other property of the Company/Management or relating to the affairs of the

Company/Management, unless specifically authorized in writing by the Manager.

- (77) Entering/leaving or attempting to enter/leave the premises of the establishment/works by force or otherwise not in accordance with the rules of the Company/Management.
- (78) Failure to observe safety measures/instructions, unauthorized removal, interference with or damage to machinery, guards, fencing and other safety devices.
- (79) Wearing uniforms whilst off-day, save where specifically permitted in writing by the Manager.
- (80) Reporting for duties without wearing the uniform provided by the Company or refusal to wear such uniform when so required by the Management or any superior officer.
- (81) Taking notes, drawings, sketches or photographs of any plant, process or works, except with the specific permission in writing of the Manager.
- (82) Every employee shall at all times maintain absolute integrity and do nothing which is unbecoming of a employee. Any violation of this norm of behavior shall constitute misconduct.
- (83) Leaving the workplace even though within the work premises without permission of the functional Manager.
- (84) Gossiping with the other employee or singing songs while on duty.
- (85) Bringing to the work premises inside the main security gate of the work anything, which is not directly related to the job of the respective employee.
- (86) Unauthorized use of Company's announcement system or its notice-board(s).
- (87) Idling on duty within work premises or neglect of work.
- (88) Failure to report accident of which employee is a party or witness.
- (89) Entering places which may be notified to be prohibited areas without permission as may be required and notified.
- (90) Non-observance of specified quality control systems/checks.
- (91) Transfer of Identity Card, ESI Contribution Card, Time Cards, and Out Pass to another employee or frequent loss thereof.
- (92) Failure to report the fact of making an application for insolvency or adjudged insolvency within 3 days.
- (93) Obtaining or attempting to obtain leave for absence on false pretensions.
- (94) Refusal of act in higher position if offered by the Management.
- (95) Publication of any article related to Official information without the written permission of the Management.
- (96) Non-return of Company's properties on or before the stipulated period.
- (97) Clocking any other workmen time card.
- (98) Habitual Production of medical certificates.
- (99) Irregular attendance or habitual late attendance.
- (100) Remaining in toilets for a longer period of time.
- (101) Habitual neglect of cleanliness
- (102) `Sexual Harassment' which means and includes such unwelcome sexually determined behavior (whether directly or by implication) as:-

- (a) Physical contact or advances.
- (b) A demand or request for sexual favours.
- (c) Sexually coloured remarks.
- (d) Showing pornography.
- (e) Any or other unwelcome physical, verbal or non-verbal conduct of sexual nature
- (f) Indulging in or abatement of any act of Sexual harassment within the company premises

## **28. Punishment for Misconduct**

A employee guilty of misconduct, either alone or in combination may be:-

- (a) Warned or censured, or
- (b) fined subject to end in accordance with the provisions of law, or
- (c) punished by withholding of increment, if any, with or without cumulative effect,
- (d) suspended without wages upto a period of fifteen days, or
- (e) reduced to a lower post, or grade, or to a lower stage in the pay scale, or
- (f) discharged for notice or wages in lieu thereof by way of punishment, or
- (g) Dismissed without notice.

## **29. Procedure for Dealing with Cases of Misconduct:**

- (1) When any employee is accused of any misconduct, he shall be issued a charge-sheet clearly setting forth the circumstances appearing against him and requiring his explanation. The charge-sheeted employee shall be given minimum 72 hours time to submit his explanation to the charge-sheet. In case the explanation tendered by the employee is not found to be satisfactory, the Management shall order for a domestic enquiry to be held against the employee by an officer( s) of the Management or any other person, including an Advocate. In case, however, the charge-sheeted employee admits the charges leveled against him, no such enquiry shall be necessary and the Management shall be competent to take disciplinary action against the employee forthwith. However, if the charge-sheeted employee admits only one/some of the charges leveled against him, the enquiry would be held in respect of the charges not admitted by the employee.
- (2) A employee, against whom disciplinary proceedings are pending or contemplated, shall be liable to be suspended pending enquiry. During the period of suspension, subsistence allowance at the rate of 50% of his wages to which he was entitled immediately preceding his suspension shall be paid, for the first 90 days of his suspension period. In case, however, the disciplinary proceedings pending against a employee are delayed beyond a period of 90 days, for reasons not directly attributable to him, his subsistence allowance shall be enhanced to 75% of the wages to which he was entitled immediately preceding his suspension. However, in case such delay is attributable to the employee concerned, his subsistence allowance shall be reduced to 25% of his wages to which the employee was

entitled immediately preceding his suspension, for such period(s) of delay. The entitlement to receive any subsistence allowance during the period of suspension shall be subject to the condition that the employee does not take up/engage himself in any employment or the like elsewhere.

- (3) Any such enquiry may relate to alleged acts of misconduct of several workmen where, in the opinion of the Management, it is convenient to hold such an enquiry against several workmen jointly or a joint enquiry may be conducted.
- (4) The enquiry against a employee shall be conducted in accordance with principles of natural justice and fair play and the charge-sheeted employee shall be afforded a reasonable opportunity to rebut the charges leveled against him and to establish his innocence. The employee shall be entitled to cross-examine the witnesses on whose evidence the charge(s) rest(s), except for reasons to be recorded in writing by the Enquiry Officer. He shall be entitled to produce witnesses in defense. The witnesses of the Management shall ordinarily be examined in the presence of the employee and/ or his representative.
- (5) The employee while defending himself before the Enquiry Officer may be assisted by a co-worker of his choice. The employee shall in no case be allowed to be assisted by an outsider, or someone who is no longer the employee of the company, or by a employee who is under suspension. However, no employee shall be allowed as a co-worker in a large number of enquiries at the same time resulting in delay in the enquiry proceedings.
- (6) Mere delay in holding the domestic enquiry shall not be construed as a condonation of the misconduct committed by the employee.
- (7) If, as a result of enquiry held and the explanation tendered, the employee is adjudged guilty of any charge of misconduct and any punishment is awarded, the employee shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any salary or wages for such period over and above the subsistence allowance paid or payable to him. If, however, he is found not guilty of any of the charges leveled against him the order of suspension shall be rescinded and he shall be entitled to the same salary or wages as he would have received had he not been suspended. If, however, the employee is found guilty of any of the charges but the Management, in its discretion, decides not to take any disciplinary action, the delinquent employee shall not be entitled to any remuneration over and above the subsistence allowance paid/payable during the suspension period. In such a contingency, the employee shall be deemed to have been absent from duties during the period of suspension.
- (8) The Management shall be entitled to commence or to continue with an inquiry against a delinquent employee notwithstanding the fact that criminal proceedings are also pending against him in respect of the same charge(s) on which the domestic enquiry is proposed to be or is being held. If the charges leveled against such a employee are proved in the enquiry he shall be entitled to the subsistence allowance payable to him under the Standing Orders and shall not be entitled to any other amount in the event of his acquittal from the criminal court.



- (9) In the domestic enquiry, the Management would give to the employee all the relevant documents on which the charges leveled against the employee and the evidence connected thereto are based. In the event of any dispute with regard to the relevancy of a particular document (s), the decision thereon of the Enquiry Officer shall be final and binding.
- (10) Service of charge-sheet(s) or any notice or direction upon a employee to attend the enquiry may be made by communication orally or in writing or through Post and/or fixing the same on the Company's Notice Board, if the employee refuses to accept the charge-sheet or any notice or any direction referred to herein above, the same shall be sent to his residential address by registered post. If the same is/are returned undelivered, they may be posted/affixed on the Notice Board.
- (11) The Management shall be at liberty to suspend any employee till the disposal of its application under Section 33 of the Industrial Disputes Act' 1947.
- (12) After the enquiry is concluded the Enquiry Officer will submit his report to the Management.
- (13) In awarding punishment under the Standing Orders, the Management shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other extenuating or aggravating circumstances that may exist. Final order on the charge-sheet shall be communicated to the employee concerned. The Management shall be under no obligation to issue any second show-cause notice to the employee, before issuing the final order in respect of the charge-sheet, calling upon the employee to show-cause against the proposed punishment.
- (14) All or any punishment under these Standing Orders shall be given by the Manager or anyone superior in rank to the Manager or any other officer duly authorized in this behalf.
- (15) The Management reserves the right to suspend any employee accused in a court of law for any criminal offence until the disposal of the trial. This is without prejudice to the right of the Management to institute its own domestic enquiry and to take disciplinary action under the Standing Orders. The employee so suspended shall not be entitled to any salary or wages for this period. Such employee who is acquitted by a court of law shall not be entitled to reinstatement if he is dismissed on the basis of the enquiry conducted by the Management.
- (16) The Management may at any time administer a warning to any employee for a misdemeanor. No formal proceedings shall be necessary in such cases.

### **30. Discharge**

- (1) The services of a permanent employee are liable to be terminated by One month notice in writing or Basic/salary in lieu thereof for any of the following reasons:

- (a) Continued illness for a period of six months or more or frequent / intermittent illness subject to the provisions of E.S.I. Act.
  - (b) Physical or mental disability or infirmity, defective eye-sight or hearing, etc.
  - (c) Reasonable apprehension of jeopardizing the safety or interests of the Company.
  - (d) Continued low efficiency or bad working or unsatisfactory or inadequate performance.
  - (e) Conviction by a criminal Court for an offence under the Indian Penal Code.
  - (f) Giving a wrong declaration at the time of seeking employment.
  - (g) Bonafide suspicion about his integrity.
  - (h) If his retention is not conducive to the interests of the Management.
  - (i) Absence on account of arrest or detention by Government under the defense of India Rules or under any law.
- (2) The services of 'any employee other than a permanent employee may be terminated without giving any reason and without any notice or payment in lieu of notice, but in accordance with the terms and conditions, if any, of his appointment.
- (3) An order of termination of service of a employee shall be in writing and shall be signed by the Manager or any other officer authorized by the Management, and the same shall be communicated by the Management to the employee.

### **31. Termination:**

- (1) A permanent employee can discharge his contract of service by giving one month's notice or surrendering One month's wages in lieu thereof or wages equivalent to the days for which such notice falls short of three months, as the case may be. A employee other than a permanent employee can terminate his contract of service by giving such notice as he is entitled to receive from the Management for the termination of his contract of service as per the provisions of order 34(10) of these Standing Orders, the terms and conditions of his employment, or by surrendering wages in lieu of such notice. The Management shall have the right to accept the (prospective) resignation of a employee with effect from a date earlier than the one offered by the employee and thus to relieve such a employee at any time during the notice period, as such notice is for the benefit of the Management and, as such, may be waived by the Management at any time. In such an eventuality, the employee shall be paid his wages for the remaining period of his notice.
- (2) The resignation submitted by a employee shall become effective as soon as it is accepted by the Management. Mere delay in intimating the acceptance of the resignation to the employee concerned shall not be construed as non-acceptance of the resignation. Also, it shall be open to the Management to withhold its acceptance in respect of the resignation submitted by a employee under suspension or against whom disciplinary proceedings are contemplated or pending. A employee who has chosen to resign and given the necessary intimation to that

effect to the Management, shall be debarred from withdrawing his resignation subsequently except with the specific permission of the Management in writing.

- (3) If the employee leaves the services of the Company without giving notice under his contract of service if any, the management may deduct from unpaid wages/dues payable to him a sum equivalent to the period of notice as provided above.

### **32. Display of Notices:**

- (a) Any matter required to be notified under the Standing Orders or under Act or under specific request and/or instructions of the Government or any other authority will be posted on the Notice Boards kept in a conspicuous place in the factory.
- (b) A Notice Board will be provided, if required, at the Main Gate of the factory during periods of lay-off, suspension of work, lock out, closures and general retrenchment, and all general notices meant for communication to the employee will be posted on it.
- (c) A copy of the Standing Orders shall be displayed on the Notice Board and shall be kept in legible conditions.
- (d) Any notice, communication or intimation including charge sheet, which is personally meant for an individual employee under these Standing Orders, shall be in English and if he so desires, will be explained to him in Hindi.

### **33. Duty of Employer or Other Responsible Persons in Work Places and Other Institutions**

It shall be the duty of the employer or other responsible persons in work places or other institutions to prevent or deter the commission of acts of sexual harassment and to provide the procedures for the resolution, settlement or prosecution of acts of sexual harassment by taking all steps required.

#### **(1) Definition:-**

For this purpose, sexual harassment includes such unwelcome sexually determined behaviors (whether directly or by implication).

Where any of these acts is committed in circumstances where-under the victim of such conduct has victim's employment or work whether she is drawing salary, or honorarium or voluntary, whether in government, public or private enterprise such conduct can be humiliating and may constitute a health and safety problem. It is discriminatory for instance when the woman has reasonable grounds to believe that her objection would disadvantage her in condition with her employment or work including recruiting or promotion or when it creates a hostile work environment. Adverse consequences might be visited if the victim does not consent to the conduct in question or raises any problem thereto.

#### **(2) Preventive Steps:-**

The employer or person in charge of work place should take the following steps:-

- (a) Express prohibition of sexual harassment as defined above at the work place should be notified, published and circulate in appropriate ways.
- (b) If any one is found guilty of the above act the same may be taken into account and the penalty imposed on the offender as per conduct rules.
- (c) Where such conduct amounts to a specific offence under the Indian Penal Code or under any other law, the employer shall initiate appropriate action in accordance with law by making complaint with the appropriate authority.

**(3) Complaint Mechanism:-**

Whether or not such conduct constitutes an offence under law or a breach of the service rules, an appropriate complaint mechanism should be created in the organization for redress of the complaint made by victim.

**(4) Complaint Committee:**

The complaints committee should be headed by a woman and not less than half of its member should be women. Further to prevent the possibility of any undue pressure or influence from senior levels, such complaint committee should involve a third party, either NGO or other body who is familiar with the issue of sexual harassment.

The complaint committee must make an annual report to the management concerned of the complaints and action taken by them.

**34. EXCLUSIVE SERVICE**

An employee shall not at any time work against the interest of the industrial establishment in which he is employed and shall not take any employment in addition to his job in the establishment, which may adversely affect the interest of his employer.

**C E R T I F I C A T I O N**

In exercise of the powers conferred on me under Section 2(c) read with section 5(2) of the Industrial Employment (Standing Orders) Act, 1946 ( Act of XX of 1947). I ,.....Certifying Officer do hereby certify the foregoing Standing Orders of **M/s NR Switch N Radio Services Private Limited** on this \_\_\_\_ day \_\_\_\_ of , 2020 at Kota, Rajasthan under my hand and seal of office.

Certifying Officer,