DRAFT STANDING ORDERS OF VALUEFIRST DIGITAL MEDIA
PRIVATE LIMITED

1.

a) APPLICATION AND SCOPE:

i) These orders shall apply to all employees of ValueFirst Digital Media Private Limited.

ii) These orders shall come into force with effect from 1st November, 2020.

b) RULES REGULATIONS AND NOTICES:

The company may formulate such rules and regulations not inconsistent with these Standing Orders, and post such Notices as it may from time to time consider necessary. The rules, regulations, or notices shall apply to the whole, or to any section or sections of the Company's Employees as may be notified in the said Rules and Regulations and every employee shall obey the Rules and Regulations applying to this section.

c) THE COMPANY'S RIGHTS:

The Company's rights relating to fines and deductions under the Payment of Wages Act, 1936 and rules made thereunder shall not be affected or prejudiced by the terms of these Standing Orders.

d) THE EMPLOYEE RIGHTS:

These Standing Orders shall not deprive the employees of their right to resort to legal proceedings under any existing law for the time being in force.

e) AMENDMENTS:

The Company may from time to time, amend these orders in accordance with the provisions of the Industrial Employment (Standing Orders) Act, 1946 or any amendment thereof.
2. **DEFINITIONS:**

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

a) "**Company**" means ValueFirst Digital Media Private Limited, situated at B-18, Infocity-1, Sector-34, Gurugram, Haryana and includes its Administrative Offices and Corporate Offices Branches of the Company wherever they are located.

b) "**Management**" means Managing Director, and/or Executive Director and/or President, and/or Vice-President and/or General Manager of Establishment or any other person authorised to act on his or on their behalf or on behalf of the company from time to time.

c) "**Manager**" means the Managing Director as noticed under the Punjab Shops & Establishment Act, 1961 and any other Officers nominated by the Company as the Manager, for the purpose of these Standing Orders.

d) "**Establishment**" means the ValueFirst Digital Media Private Limited, situated at B-18, Infocity-1, Sector-34, Gurugram, Haryana and includes its Administrative Offices and Corporate Offices Branches of the Company or any similar Establishment at any other place where the company may start its operations.

e) "**Muster Roll**" includes the attendance register or Muster Roll or Muster Rolls normally maintained at the time office or any other place specified by the Management for the purposes of recording the attendance of the employees before the commencement of work.

f) "**Attendance**" means presence of the employees concerned at the place or places where he is required to report for getting his attendance and continuance of his presence at the place of his work throughout the period of the shift or office work.

g) "**Time Office**" is a place in the premises where every employee is required to appear for marking his attendance before and after his duty each day in the manner prescribed from time to time by the management.

h) "**Work Man**" means any person employed in the establishment within the meaning of Section 2(i) of the Industrial Employment (Standing Orders) Act, 1946.
"WORK PREMISES" means the Establishment ValueFirst Digital Media Private Limited, situated at B-18, Infocity-1, Sector-34, Gurugram, Haryana and includes its Administrative Offices and Corporate Offices Branches of the Company or any site, its Administrative Office premises and percent's thereof or any other place of work where an employee is deputed to work.

"HABITUAL" means involving repetition of any of commission or omission for more than 3 times in a period of 12 calendar months.

"WAGE RATE" means rate of pay per day to per calendar month.

"MASCULINE" shall include "Feminine" unless otherwise stated and the "Singular" shall include the "Plural", wherever the context so requires and vice versa.

"NOTICE BOARD" shall mean the Board or any place at the ValueFirst Digital Media Pvt. Ltd, situated at B-18, Infocity-1, Sector-34, Gurugram, Haryana and includes its Administrative Offices and Corporate Offices Branches of the Establishment or at any other Conspicuous place in the Establishment, where notices meant for employees are ordinarily displayed.

"NOTICE" shall means a notice in writing required to be given or posted or displayed for the purposes of these standing orders.

3. CLASSIFICATION OF EMPLOYEE:

   a) Permanent   b) Probationer   c) Temporary   d) Interns   e) Casual
                    f) Apprentice   g) Fixed Term Contract

   a) REGULAR/PERMANENT: A Regular/Permanent employees is one who is appointed as such by a written order of the management who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period or extended period of probation.

   b) PROBATIONER: Means an employee who is provisionally employed to work in a permanent vacancy and who has not completed satisfactory completion of probation period services. Establishment service of probation including absence due to sickness, accident, leave, lock-out, strike (not being an illegal strike) or involuntary closure of establishments, provided, in any particular case, the management may extend the period
of the probation of any employees upto a further period not exceeding 12 months if they are not satisfied with the work and or conduct of any employees during the period of probation. In any case where the period of probation is extended, the concerned employees shall be informed in writing at least one week before the normal date of the completion of probation and in the absence of any intimation, the employees shall be deemed to have satisfactorily completed the probation on the normal date.

If a permanent employee is employed as probationer (in a higher post) or a vacancy he may at any time during the probationary period be reverted to his substantive post without notice.

During the period of probation aforesaid the employees’ suitability to work and performance at his job shall be remainder with him by the superior at least once before he is confirmed or discharged.

c) **TEMPORARY WORK**: Means an employee who is employed for any work of causal nature and who has been issued a casual card by the Company.

d) **INTERN**: Means an employee who is undergoing training for a specific period of time to home his skills and may get absorbed in the company depending on his successful completion of period of intern ship and availability of job in the establishment requiring and matching his skills.

e) **CASUAL EMPLOYEES**: Means an employee who is employed for any work of causal nature and who has been issued a casual card by the Company.

f) **APPRENTICES**: Means a person who is undergoing apprenticeship training in a designated trade in terms of the Apprenticeship Act 1961 and the rules framed thereunder.

g) **FIXED TERM EMPLOYMENT**: Means a person engaged for a specific period. The management may re-hire him for further fixed term in the organisation at their sole discretion.

His employment is deemed to be over on completion of his term.

4. **IDENTITY CARD:**
a) Every employee shall be given Identity Card bearing his photograph, name, token No., and any other particulars deemed necessary by the company and all other employees will be issued appropriate Identity Card.

b) Every employees shall always wear on his person during the working hours of the Company and shall show his Identity Card to the Security Personnel at the gate when entering and leaving the Establishment or on demand at any time by the security or any other authorised person to produce it while the employees is inside the work premises.

c) The Identity Card shall not be transferable nor assignable.

d) In case any employee loses his Identity Card he must immediately report in writing to the Issuing Authority for issue of New Card

e) The Identity Card issued to any employees shall be surrendered by him on the termination of his services, or during period of suspension to the Issuing Authority.

f) Any employees who have forgotten to bring his card shall report such lapse to the Security Personnel who may issue to him a temporary card/permit on that particular day only and permit him to enter the Establishment/Company. At the time of leaving the company it shall be duty of the employees to surrender the temporary card/permit to the Security Personnel.

5) ENTRY, EXIST AND SEARCH:

a) All Employees shall enter and leave Establishment/ work premises only by the gate or gates provided for the purposes by the Company.

b) On entering or leaving the Establishment/Company or work premises and at any time while on duty, all Employees are liable to be searched by the persons deputed at the discretion of the Company and as per its policy, if any. Female employees will be searched by female searcher who may be appointed for that purpose by the Company, provided that no such search shall be conducted except in the presence of one other person of the same sex as the employees concerned.

c) Any employees who have been granted leave, laid off, suspended, discharged, resigned or is not working for any other reasons, shall leave the work premises immediately. In case the employees does not leave the work premises in the aforesaid events, the company
shall be at liberty to take appropriate steps for his removal from the work premises and shall take such action as presented under the standing orders.

d) The Company has the right to remove from those searched, any articles belonging to the company or such other articles as the company may consider would endanger the personnel or property of the company and seize the articles found with him as deemed to be the property of the company. He shall also be liable to disciplinary action in terms of these standing orders.

6. PUBLICATION OF WORKING HOURS:

The period and hours of work for all classes of Employee in each shift shall be intimated to them and displayed in English and Local Language in the Notice Board of the establishment and every employees shall observe such periods and hours compulsorily.

7. PUBLICATION OF HOLIDAYS AND PAY DAYS:

a) Notices specifying the weekly holidays under section 12 of the Punjab Shops & Establishment Act 1958 and such other days observed and declared by the Company from time to time as Holidays shall be displayed in the Notice Board.

b) The day or days on which wages will be paid shall be displayed on the Notice Board.

c) All Employee shall be paid wages on a working day on or before the expiry of the 7th day of next month, after the expiry of the work period in respect of which the wages are payable.

d) All such notices required to be posted under these standing orders, when posted on the Notice Board shall be deemed to have been served on the employees for whom they are required to be informed.

8. PUBLICATION OF WAGE RATES:

a) Wages payable to all categories of Employee are confidential and no case shall be displayed or divulged.

8. NOTICE & METHOD OF POSTING:
General Notices required by these standing orders shall be deemed to be sufficient given or served if posted on the Notice Boards maintained for such purposes and in case of absentees, if these concern the individual employee or employee who is/are about and are not of general nature, shall be sent to their last recorded or known address under certificate of posting.

9. **SHIFT WORKING:**

a) Shift working will be regulated in accordance with the provision of the Punjab Shops & Establishment Act, 1958. More than one shift may work in a Department or any Section of a Department at the discretion of the Company. Notices showing the shifts working in each Department shall be pasted on the Notice Board. It is open to the company to change the number of shifts and the shift hours depending on the exigencies of work.

b) Employees shall be liable to the transferred from one shift to another at the discretion of the Company.

c) Shift working may be discontinued or reduced giving a notice as per Section 9A of the Industrial Dispute Act, 1947 at the discretion of the company. Permanent Employee affected by such discontinuance or reduction in the number of shifts will be treated in the manner as provided for in the Industrial Dispute Act and Rules thereunder.

d) No notice of 21 days for discontinuance of any shift shall be necessary if as a result of the discontinuance of any shift, no regular employee is discharged.

10. **ATTENDANCE AND LATE COMING:**

a) All Employees shall be at the work spot at the time fixed and notified under standing order No.6 and register attendance in the manner prescribed. Employee shall be liable to be shut-out and treated as absent if they are not at work spot at the schedule time as per the policy of the Company. However, Employee who comes late may be admitted for work at the discretion of the company subject to wage deduction for the time of absence from duty as per Payment of Wages Act, 1936 and as amended from time to time.

c) No Employee shall be allowed to leave the work spot during working hours without proper permission from the appropriate authority in the prescribed form as may be prescribed by the management from time to time.
d) Any employees who, after getting his attendance registered in the manner prescribed, is found sleeping or absent from his proper place or places of work during working hours without permission shall be treated as absent from the place of his work and his wages shall be subject to deduction in accordance with the provisions of the Payment of Wages Act, 1936 as amended from time to time. He will be further liable for disciplinary action as presented under these standing orders.

e) No Employees shall leave machine or office without being relieved by the reliever. In case his reliever does not turn-up, the employee shall obtain permission from the in charge, before leaving the place of work. In case he is directed to stay and continue to work, he shall comply with the instruction so given and failure to continue work shall be treated as misconduct under these standing orders.

f) Employee in emergency may be called at any time even outside their duty hours for attending any of their jobs, refusal will amount to willful insubordination and disobedience as mentioned in standing order clause 22 of the orders.

11. NATIONAL AND FESTIVAL HOLIDAYS:

The employees will be given National and Festival Holidays as per the provisions of the Punjab Industrial Establishment (National and Festival) Holidays Act, 1964 and as announced by the Labour Department of the concerned jurisdiction from time to time.

12. STOPPAGE AND SHUT DOWN:

a) The company may at any time in the event of fire, catastrophe, breakdown of machinery or stoppage of power supply, epidemic, civil commotion, shortage of raw materials, lack of orders or other causes beyond its control, stop any section/department/sections/departments of the company, wholly or partially for any period or periods without notice subject to the provisions of the Industrial Disputes Act, 1947.

b) In the event of such stoppage during working hours the employees affected shall be notified as soon as practicable, by notices put-up on the Company's Notice Board in the Departments concerned or electronically as to when work will be resumed, and whether they are to remain or leave their place of work. The employees so detained shall be entitled to receive wages for the said period as a result of the stoppage. In the case of
piece rate Employee, they will be paid for the period of detention basing on their average daily rate. No other compensation will be admissible in the case of such stoppage.

13. RESUMPTION OF WORK AFTER SHUT DOWN:

If an when a Department/Departments are to be re-opened after shutdown, closure, lockout or stoppage, the date of resumption of work in these Departments will be notified by Notice on the Notice Board or through electronically.

14. ESSENTIAL SERVICE:

The following Departments and Employee comprise the Company's Essential Services. They should be available at all times and in all times and in all cases of emergency and shall not resort to any type of strike.

a) Fire protection.
b) Watch and ward Security/Vigilance.
c) Telephone Operators.
d) Welfare Departments/Services.
e) Maintenance Services and Repairs Departments.
f) Transport.
g) Power and Water Supply.
h) Dispensary & Hospital.
i) Canteen.

15. TERMINATION OF EMPLOYMENT:

a) Services of permanent Employee may be terminated by either party giving to the other as per the Employment contract signed between the Company and the Employee.

b) If any Departmental proceedings are pending against the employees, he cannot resign from the service, giving notice as required in case the management desired to continue the proceedings against him.
c) If an employee leaves before the expiry of the period of notice of termination by the Company, he will be paid only for the period he actually worked. If an employee does not report for work after giving notice of his intention to resign, or reports for duty for a few days and stays-away without serving the full notice period, he will be treated as an employees leaving without notice, and an amount equivalent to his salary or wages for the requisite period of notice shall be recovered. If an employee gives notice of his intention to resign, the management may accept resignation and relieve him at once or any time before the date of expiry of the notice period, in which case he will be paid only for period he actually works.

16. **PROCEDURE FOR APPLYING FOR EARNED LEAVE WITH WAGES:**

a) Annual leave with wages shall be attended in accordance with the provisions of the Shops & Establishment Act and the rules made thereunder, and as amended from time to time.

b) An employee who desires to obtain leave of absence shall apply to the Manager through ONLINE Portal. The manager or the person authorised in this behalf shall approve or disapprove the Leave on the portal. If the leave asked for is refused or postponed, the fact of such refusal or postponement, and the reasons thereof shall be informed to the said employees and recorded in writing in the Register to be maintained for the purpose.

c) Sanction of all kinds of leave will be at the sole discretion of the Management depending on the exigencies of the work of the company. The Company reserves the right to refuse, revoke or curtail the leave as the exigency of work demands.

d) An Employee may apply for earned leave at his credit or for any portion thereof as per the Policy of the Company.

e) Earned leave will not be accumulated for more than 30 days at any time.

f) A permanent employee may apply for causal leave, if there is any settlement/agreement for such causal leave.

g) Casual leave will not be combined with any kind of leave.

h) Casual leave (other than refused) and sick leave will lapse at the end of calendar year or as per the rules that may be framed by the Company in this regard.
i) An employee who is on leave should not take service or accept any employment or do anything which involves the receipt of any kind of monetary benefit, salary honorarium or any sort of emoluments and/or have any profit motive without obtaining the previous sanction in writing from the management, through proper channel. Any employees indulging into activities as mentioned herein will make himself liable for disciplinary action and/or forfeiture of all privileges for that year.

j) The Manager, or any other person authorised in writing by the Manager, will be the sanctioning authority of any kind of leave as stated above.

k) No employees should leave his head-quarters or premises of the work in anticipation of a grant of leave/permission of the competent authority in writing.

17. EXTENSION OF LEAVE:

If an employee after proceeding on leave, desires an extension thereof, he shall apply to the Manager in advance and the managers reply sanctioning or rejecting such request shall be communicate to the employees to reaching him before the expiry of the sanctioned leave.

18. LOSS OF LIEN ON THE APPOINTMENT:

a) If a employees absents himself without leave for 5 days or continuously absents himself beyond the period of any kind of leave originally granted or subsequently extended he shall loose his lien on his job unless he returns within 5 days from the date on which he remained absent or within 5 days of the expiry of extended leave as the case may be and explains in writing to the satisfaction of the Manager, his inability to return before the expiry of his leave of his absence without leave.

19. ANNUAL INCREMENT:

If any employee fails to put in 240 days of attendance including breaks due to sickness, accident, leave, lock-out, strike (not being an illegal strike) or involuntary closure of the establishment in a year i.e., incremental year, he will not be eligible for the granted increment for that year.

20. TRANSFER:
a) The company shall have the right to transfer any employees at any time from one job to another of a similar or equivalent nature of department or section or to any. Establishment where the company has got its similar nature of work or any other Establishment or office as the case may be. Without reducing his emoluments and without effecting his seniority. In case of refusal of such employees shall be considered as absent from the duty for the period of such refusal and also corresponding deduction shall be made from his wages in accordance with the permissions of the Payment of Wages Act. Notwithstanding Employee may be liable to disciplinary action.

b) If an employee is transferred from one department to another, and allotted another work, he shall carry out that job and abide by the timing of the work in the changed department, subject to his emoluments and seniority being protected.

21. RETIREMENT:

The company reserves the right to retire from the service any employees who has attained the age of 60 years or has completed 40 years of full time service in the company whichever is earlier. Provided that the management may in the discretion extend the period of service of any employees on reaching the age of superannuating as the case may be for such longer period as may be considered necessary. If any employees is found for any reasons physically, or mentally in capable of carrying out the duties, on being so certified by the medical officer of the company to that effect, may be terminated from service by giving due notice or wages in lieu of notice and such other compensation as or admissible under the law. For this purpose every employees at the time of his recruitment shall furnish proof of age to the satisfaction of the management. Every employee may if he so choose, rectifies the age, within a period of two years giving valid reasons for such changes. After the period of two years the request of the employees to rectify his date of birth or age will not be considered.

In determining the date of retirement, extract from the Birth Register or a School Certificate or age admitted in LIC Policy will be admitted as proof of his age. In the absence of either of this proof the age as determined by a Medical Officer authorised by the Company shall conclusive evidence as to the age of employees.

22. ACTS OF MISCONDUCT:
Without prejudice to the general meaning, the term misconduct shall be deemed to mean and include the following:

a) Willful in-subordination or disobedience whether alone or in combination with another or others of any lawful or reasonable order of a superior.

b) Striking work or inciting Employee to go on strike in contravention of any agreement of rule having the force of law.

c) Loitering, idling during duty hours and neglecting duty of work including malingering, sleeping while on duty or remaining in the company's premises after his normal or extra duty hours in that permission.

d) Irregular in duty and/or habitual late attendance or absence from appointed place of work during working hours without permission. Failures to carryout work in accordance with general or specific instructions given by the superior or officers of the company directly or though delegated authority.

e) Willfully causing damage or breakage or loss to the company's properties or work-in process including sabotage or abetment or instigation thereof or irresponsible action resulting in damage to any goods or properties in the Establishment/Company/premises.

f) Theft, fraud, or dishonesty in connection with Company's business or property or another employee’s property or customer’s property in the Establishment/Company premises.

g) Habitual absence without leave or absence without leave for more than three consecutive occasions or over-staying sanctioned leave without sufficient grounds or proper or satisfactory explanation including absence from the employees's appointed place or work without obtaining permission.

h) Disclosure, or communication to any unauthorised person, information or documents relating to the company's business or security measures or any trade secrets in regard to any work or process used in the Establishment/Company/ which may come into the possession of the employees or using commercializing any invention, discovery or patent invented, discovered or patented in the course of
employees’s employment under the company to the benefit of himself or any other person.

i) Participation or incitement to other to take part in activities detrimental to company’s interest.

j) Taking, giving, offering or demanding bribes or any illegal gratification whatsoever.

k) Deceptive or corrupt practices in connection with the work of the company.

l) Drunkenness or intoxication while on duty, fighting, riotous or disorderly behavior or indecent behavior including manhandling, beating, abusing, threatening or intimidating any one within the premises of the Factor/Company as defined in clause 2 (u), or any act subversive of discipline.

m) Distribution or exhibiting inside the works premises, hand bills, pamphlets, or posters and collection of any money, except as permitted by any law, for the time being in force, or doing any propaganda work including canvassing for Union Membership or collection of Union dues or taking out any procession in the premises of the Establishment/Company without the previous permission of the management.

n) Smoking in the works premises, except in the places where smoking is prohibited.

o) Wrongfully confirming any co-employee or any staff member or officer whether such act as called charge or not, and obstructing the work of co-employee, staff members or officers.

p) Refusal to receive any order letter, charge sheet or instructions issued by his superior or the management or refusal to produce the identity card while in the Establishment/Company premises when demanded by any person authorised by the management for the purpose.

q) Leaving the machine/office without being relieved by the reliever or till his substitute is arranged or handling any machine/office not entrusted to his charge.

r) Falsifying or refusing to give testimony when accident or other matters including domestic enquiry are being investigated.
s) Engaging in private work or trade including money lending within the Establishment/Company premises or engaging in other employment calling for profit while still under the services of the company without the written permission of the management.

t) Making false statement in the application for an appointment including non-disclosure of disease or diseases suffered or suffering and giving false information regarding one's age, father's name, permanent address, qualification or previous experience at the time of employment or thereafter.

u) Proved inefficiency and services defect in employment.

v) Repetition of any act or omission for which fine may be imposed under the payment of Wages Act or any other Act applicable to the establishment.

w) Committing nuisance at the work premises.

x) Over-staying or entering at the work premises while not being on duty, without reasonable cause and written permission or entry and or exit through the gates other than the one prescribed by the management.


z) Carrying unauthorised arms or lethal weapons in the Establishment premises or conduct within the Establishment/Company/ which is likely to endanger the life or safety of any person or property of the Company.

aa) Conviction in any court of law for any criminal offence involving moral turpitude.

bb) Participation or instigations to any illegal strike.

bbb) Participation in or instigation to a strike without 14 days notice or a sit down or stay-in-strike for refusal to work.

bbbb) Slowing down in performance of work or inciting others to resort to deliberate "go slow" policy.

cc) Organising attending or holding meetings inside the premises of the company without the previous permission of the Management or except in accordance with the provisions of any law for the time being in force.
dd) Gambling within the premises of the Company.

ee) Picketing and/or violent demonstrations or any other demonstrations except representations with the Establishment premises.

ff) Impersonation.

gg) Spreading false rumors or giving false information which may bring into dis-repute to the Establishment employees or spreading panic amongst the employees.

hh) Collection of any money within the premises for purposes not sanctioned by the management.

ii) Unauthorised use or forcible occupation of Establishment quarters, land or other properties belonging to the Establishment.

jj) Refusal on the part of the employees to work on another job or on another machine or similar machine, other than job or machine on which he is usually employed, or refusal to work overtime as per provisions of law, including on Sunday/weekly offs' and other holidays when exigencies demand it.

kk) Willful discourtesy to all persons connected with the affairs of the Establishment.

ll) Failure to wear prescribed uniform, overall safety clothing and other equipment etc., while on duty.

mm) Deliberate abuse of any leave privileges or concessions or benefits for the time being in-force.

nn) Failure to observe safety instructions and indulging in acts which endanger the lives and safety to self or others or properties of the Company.

oo) Refusal to take transfer order as per standing order No.20 supra or refusal to accept transfer from one shift to another or from one section to another or one establishment within the same management.

pp) Not taking reasonable precautions to safeguard Company’s properties and to prevent accident or damage to it.
qq) Failure to report at once to his superior or foreman or manager regarding any defect which an employee may notice in any equipment connected into his work or material in process.

rr) Interfering with the record of attendance or means of recording attendance of himself any other employees or willful falsification defacement or destruction of records of the Establishment/Company.

ss) Refusal to accept a charge sheet or order or other communication served in connection with the conditions of service in the interest of discipline.

tt) Making false statement before a superior or forging the signature of the superior or controller in any record or register of the Establishment/Company.

uu) Willful and serious defect in employment

uuu) Willful damage or sabotage to the

machines, tools, equipment or material in the process belonging to the

Establishment/Company. Quarrelling or abusing or assaulting or threatening to assault any

colleague or superior. Instigate, incite or abetment or commitment of any act

in furtherance of the above acts of misconduct.

23. Employees found guilty of any of the misconducts mentioned in Standing Orders 22 is liable for punishment amounting to dismissal or discharge or suspension or removal. However, the management may at its discretion award one of the lesser punishments as mentioned below:

a. Warning or

b. Censure or

c. Fine, consistent with the provisions of the payment of Wages Act or any other Act applicable to the establishment, or
d. Stoppage for a specific period not exceeding three years on increment either cumulative or without cumulative, if due under graded scale of pay whenever applicable; or

e. Suspension for a period not exceeding 4 Days without wages.

f. Reversion to the next lower grade.

23.02 If any report or compliant, verbal or written, received by the Manager discloses on the face of it that the accusation made against a employees, constitute one or more acts or misconduct and entail disciplinary action the Manager shall order to hold an enquiry against the employees or Employee.

23.03 No order of punishment for misconduct shall be made except after holding an enquiry against employees concerned in respect of the alleged misconduct in the manner set-forth below. However, no enquiry shall be necessary to administrator a warning or fine or in case where the concerned employees had admitted the charges, leveled against him.

23.04(i) A employees against whom an enquiry has to be held shall be given a charge sheet clearly setting forth the circumstances appearing against him and requiring explanation.

(ii) The employees shall be given time not less than three days to file a written statement to the charge.

(iii) While conducting an enquiry the following procedure shall be followed.

(a) Employees shall be given notice of the date and time and venue of the enquiry.

(b) The oral statement of the employees if any at the time of enquiry shall be reduced in writing.

(c) The witnesses to prove the acts of omissions and commissions shall be examined in the presence of the employees and the employees shall be given an opportunity to cross examine the witness in the ordinary course. An employee shall be entitled to avail the assistance of co-employee to defend him in such enquiry.
(d) The employees shall be given opportunity to defend himself and to examine witnesses, if any, on his behalf.

(e) The proceedings of the enquiry shall be recorded in English or in Telugu whichever is preferred by the employees.

(f) The proceedings of the enquiry shall be completed within a period of 45 days provided that the period of 45 days may, for reasons to be recorded in writing be extended by such further period as may be deemed necessary, by the Enquiry Officer.

(g) The report of the Enquiry Officer shall be furnished to the Employee.

(h) In awarding punishment, the punishing authority shall take into account the gravity of the acts of omission and commissions, the previous record if any, of the employees and or any other extending or aggravating circumstances that may exist.

(i) A copy of the final orders in a disciplinary case shall be supplied to the employees.

(j) In case of his absence and/or refusal the order shall be sent to the employees by "Registered Post with acknowledgement due" to his last known address and in the case it shall be effective on the third day of posting.

24.01 **SUSPENSION:**

Where a disciplinary proceeding against a employees is contemplated or is pending or where criminal proceedings against him in respect of any offence are under investigation or trial and the employer is satisfied that it is necessary or desirable to place the employees under suspension pending enquiry he may, by order in writing suspend him. Pending Enquiry, trial, investigation, final decision with effect from such date as maybe specified in the order. A statement setting out in detail the reasons for such suspension shall be sent to the employees within a week from the date of suspension.

24.02 **SUBSISTENCE ALLOWANCE:**

An employee who is placed under suspension pending enquiry under clause (24.01) shall, during the period of such suspension, be paid a subsistence allowance at the following rates namely:-
(i) Where the enquiry contemplated or pending is departmental, the subsistence allowance shall, for the first ninety days from the date of suspension be equal to 50% of pay, dearness allowances and other compensatory allowances, to which the employees would have been entitled if he was on duty.

(ii) If the departmental enquiry gets prolonged and the employees continues to be under suspension for a period exceeding ninety days, the subsistence allowance shall for such period be equal to three fourths of such basic, wages, dearness allowance and other compensatory allowance provided that where such enquiry is prolonged beyond a period of ninety days for reasons directly attributable to the employees, the subsistence allowance shall, for the period not exceeding ninety days, be reduced to one fourth of such basic wages, dearness allowances and other compensatory allowances.

24.03

(i) Where the enquiry is by an outside agency or the case may be, where criminal proceedings against the employees are under investigation or trial the subsistence allowance shall for the first one hundred and eighty days from the date of suspension be equal to one half of his basic wages, dearness allowance and other compensatory allowances to which the employees would have been entitled to if he were on leave. If such enquiry or criminal proceedings gets prolonged and the employees continued to be under suspension for period exceeding one hundred and eighty days, the subsistence allowance shall be for such period be against three-fourths of such wages; provided that where such enquiry or criminal proceedings is prolonged beyond a period of one hundred eighty days for reasons directly attributable to the employees, the subsistence allowance shall, for the period exceeding one hundred and eighty days, be reduced to one fourth of such wages.

(ii) If on the conclusion of the enquiry or, as the case may be of the criminal proceedings, the employees has been found guilty or the charges framed against him and it is considered, after giving the employees concerned a reasonable opportunity of making representation on the penalty proposed, that an order of dismissal/discharge or suspension or fine or stoppage of annual increment or
reduction in rank would meet the ends of justice the employer shall pass an order accordingly:

(a) Provided that when an order of dismissal is passed under this clause, the employees shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period, and the subsistence allowance already paid to him shall not be recovered:

(b) Provided further that where the period between the date on which the employees was suspended from duty pending the enquiry or investigation or trial and the date on which an order of suspension was passed under this clause exceeds fifteen days, the employees shall be deemed to have been suspended only for fifteen days or for such shorter period as is specified in the said order of suspension and for the remaining period he shall be entitled to the same wages as he would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him for such period.

(c) Provided also that where an order imposing fine or stoppage of annual increment or reduction in rank is passed under this clause, the employees shall be deemed to have been on duty during the period of suspension and shall be entitled in the same wages as he would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him for such period.

(iii) If on the conclusion of the enquiry, or as the case may be, of the criminal proceedings, the employees has been found to be not guilty of any of the charges framed against him, he shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been placed under suspension after deducting the subsistence allowance paid to him for such period.

(iv) The payment of subsistence allowance under this standing order shall be subject to the employees concerned not taking up any employment during the period of suspension and furnishing certificate to that effect.

(v) The authority suspending the employees may direct the person to be present at the appointed time and mark his attendance in the manner as directed.
(vi) When an order of dismissal has been passed and requires to be approved before it is implemented under the Industrial Disputes Act, the employees shall be eligible to draw 50% of his basic pay and dearness allowance and other compensatory allowance as subsistence allowance for the period under which he is kept under suspension automatically pending approval by the authority under the Industrial Disputes Act and when the punishment confirmed no recovery shall be made or if the punishment is revised he shall be paid full wages deducting the subsistence allowances already paid, if any, payment of subsistence allowance is subject to the individual not gainfully employed

During the period for which he is paid subsistence allowance on his furnishing to that effect before drawing the allowance.

24.04 SPECIAL PROCEDURE:

If an employee has been convicted by the court of law for an offence involving moral turpitude, the employer may issue an order of dismissal or suspension or fine or stoppage of annual increment or reduction in rank after giving the employees concerned a reasonable opportunity of making a representation on the penalty proposed.

25. Employees wishing to go on strike shall issue a notice to the management fourteen days in advance, mentioning clearly the reasons for such a strike

26. DEDUCTION:

Notwithstanding to the disciplinary action the company may take under standing orders No.23, the Company will also be entitled to make the deductions as per the Payment of Wages Act, 1936.

27. MEANS OF REDRESS FOR EMPLOYEES AGAINST UNFAIR TREATMENT OR THE WRONGFUL EXPLANATIONS BY THE EMPLOYER OR ITS AGENTS OR SERVANTS:

All complaints arising out of his employment including those relating to unfair treatment or wrongful extractions on the part of Company or any of its agents or servants shall be submitted (except in the case of grievances relating to leave) by the employees to the Manager or such officers as he may appoint, the Manager, or such officer or officers shall
personally investigate the complaint of the employee, and the action, if any taken shall be intimated to the Complaint.

28. **SERVICE CERTIFICATE & NO DUES CERTIFICATE:**

Every employee shall, on request be entitled to such Service Certificate on leaving the Company's Service.

29. **PASTING OF STANDING ORDERS ON NOTICE BOARD:**

A copy of Standing Orders in English, shall be posted at the Notice Board of the Corporate office and in such other place in the Establishment premises, as the manager may decide and shall be kept in legible condition.