



Exit Policy



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Policy Name	Exit Policy
Version No	1.0
Contact Person	HRSS - Head
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Approved By	Balaji Parthasarathy

I. Distribution List

Issued to all employees of Capgemini Technology Services India Limited.

II. Version History

Version	Date	Description
1.0	December 21, 2017	Exit Policy Document.
1.1	May 13, 2019	Addition to termination clause
1.2	September 1, 2019	Addition to Scope of entities
1.3	July 28, 2020	Change in timelines towards resignation approval

III. Objective

To provide best experience to employee for end to end exit process

IV. Scope

The Policy will be applicable to all the permanent full-time employees of Capgemini Technology Services India Limited & Capgemini IT Solutions Limited

V. Provisions

1. Resignation Letter

Employee need to submit his/her resignation in Exit Clearance Management System (ECMS) which is on-line exit application. The resignation must be approved by the Supervisor/N+1 to whom he/she is tagged on system. The supervisor / N+1 have to approve the resignation in the system within 15 days from resignation date so that exit clearance process can be started well in advance.

The resigned employee will be released from the services of the company only on the last working day end of business hours.

Notice period for all employees is 90 days.

However, for employees in probation period the notice period is three months if they initiate separation and two months if the Company initiates the separation.

2 Exit Clearance

2.1 Once the resignation is approved by Supervisor/N+1, the exit guidelines needs to be followed by employee. This contains details of the departments and SPOCS from whom clearances need to be obtained and the forms (PF, Gratuity) to be submitted by the employee

2.2 The clearance form is designed to cover 12 departments within the organization:

- Asset Management
- EIS Clearance
- ICRES
- Library & LND
- Supervisor
- Performance Management
- Finance
- Time Helpdesk
- People Process
- BU HR
- Mobility
- Final HR

2.3 The onus of ensuring completion of the clearance in all respects lies with the employee. Exit team will verify whether the clearance is completed on the system on the Last working date and then issue Relieving & Experience Letters.

2.4 Exiting employees, who are onsite, are governed by the LOA/secondment agreement currently in force, will have to complete the exit formalities before leaving the organization.

2.5 As a part of the exit process, BU HR will conduct an exit interview/discussion. The employee first needs to complete the feedback form on the system and then meet the designated HR for a discussion.

2.6 Employees on notice period are not eligible for 5 days advance / upcoming accrual leave benefit.

3 Full & Final Settlement

3.1 Employees, whose last working date is within one year from the date of joining, will be liable for recovery under the following heads, wherever applicable, as a part of Full & Final Settlement. However, in cases where the terms of employment mention a different condition / period, the same shall prevail.

- Sign On bonus/ Joining bonus
- Notice Pay reimbursement paid at the time of joining

3.2 The following heads will be recoverable from the employee as a part of Full & Final settlement, if the employee's last working date is within one year from the date of availing the benefit or term mention in agreement.

- Relocation expenses
- Training Costs, if applicable
- Settling Allowance
- Kit allowance.

3.3 Early Release/Shortfall of Notice Period:

The Notice period of 90 days needs to be served by all the employees. All such cases wherein the Supervisor/N+1 approve an early release, it also needs to be approved by BUHR, BU head and HR Head on system. Shortfall of notice period shall be recovered from the employee at the rate of monthly total base compensation (TBC). This amount to be paid by the employee through making online payment to company's bank account on or before last working day.

The full and final settlement i.e. the dues pending from the company to the employee, will be credited to employee's salary account within 45 days from the date of completion of the exit clearance formalities. In case the exit is approved on the last working date of the employee then the clearance completion and subsequent issuance of letters will be delayed.

3.4 In case of any dues pending from the employee to the company, the same is to be paid by the employee through making online payment to company's bank account on or before last working day,

3.5 Salary for the last working month will be paid out along with the full and final settlement.

If the last working date is on or before the 5th of any month, the previous month's salary will be put on hold and paid out along with the full & final settlement.

3.6 In case an employee fails to complete his clearances and fails to clear all outstanding dues before his/her last day with the company, his/her settlement will be foreclosed and the company will issue demand letters for the recovery of outstanding dues. No relieving / experience letters will be issued in such cases till such time the outstanding dues are cleared. Further, the company reserves the right to initiate appropriate legal measures for recovery of such dues.

4 Salary Account

The salary account of the exited employee will continue to remain active even after the full and final settlement is completed. However, the benefits associated with a corporate account will be withdrawn and the account will be converted to a personal savings account.

5 Employees leaving without intimation /leaving without settling dues

- 5.1.** For any employee who is on unauthorized absence for a period of ten calendar days, salary, expenses and allowance will be withheld on receipt of notification from the concerned BU. Such an employee will be sent show cause notices/notice of enquiry advising to report for work within a stipulated period of time from the receipt of the notice to the last known address/permanent address. In case the employee fails to report he / she would be declared absconder forthwith, and his / her services with the company will be terminated. Further, access privileges would be withdrawn with immediate effect. This will include terminating e-mail access and withdrawal of access to Company premises.
- 5.2.** The termination letter will be sent to the last known address/permanent address of the employee informing that his/her services have been terminated and that he/she should clear his/her dues.
- 5.3.** The payment due (if any) to him/her will be withheld until such time he/she clears all dues with the company.
- 5.4.** Further, the Company reserves the right to seek all available legal redress as may be appropriate.
- 5.5.** In case the employee reports back to duty within the stipulated time, he / she is required to provide justifiable explanation for the unauthorized absence and such explanation should be acceptable to the Company. The company may initiate appropriate action in cases where the unauthorized absence is not found to be justified / backed by appropriate supporting documents.

6. Relieving letter and work certificate

- 6.1.** Relieving letter and work experience certificate will be given to the employee at the close of business hours of his/her last day with the Company, provided the exit clearances are completed and outstanding dues towards Capgemini are settled. The letters will be issued by the HRSS Offboarding team on verification of completion of exit clearances including payment of any outstanding dues to the company and exit interview.
- 6.2.** No relieving letter will be issued in cases where the company has issued a termination letter.

7. Retirement and Termination

7.1 Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves its right to change the retirement age.

7.2 Notice Period / Termination

- (i) During the probation period, your employment with company may be terminated (i) by you, upon giving the Company three month's written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two month's written notice or payment of gross salary in lieu thereof.
Upon confirmation, your employment with Company may be terminated (i) by you, upon giving the Company three months written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving three month's written notice or payment of gross salary in lieu thereof.
- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from the services of the company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge and serving the notice period conditions)
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) Fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse causing damage to the company's asset / property, (iii) Your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) Your insolvency or conviction for any offence involving moral turpitude, (v) Your breach of any terms and conditions of this letter or the Company's policies or other documents or direction of Company, (vi) You going on or abetting a strike in contravention of any law for the time being in force, (vii) You conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) Misconduct by you as provided under the labor law and / or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for Ten (10) consecutive calendars or more you shall be deemed to have left and relinquished the service on your own accord in such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) Presume that you have voluntarily abandoned the service of the Company and strike of your name from the Company's payroll.

8. Deviations and escalation Matrix

For any queries you can r send an email to DL IN Central Exit - centralexit.in@capgemini.com

Escalation Matrix - PAN India			
Business	Level	Contact Person	Email id
Non-FS, FS, BSv & CG IT Solutions	Level 1	Mohammed Tousif Akram	mohammed-tousif.akram@capgemini.com
Non-FS, FS, BSv & CG IT Solutions	Level 2	Arunkumar Gopalakrishnan	arunkumar.gopalakrishnan@capgemini.com