

# MODEL STANDING ORDERS

ACCORDING TO THE INDUSTRIAL EMPLOYMENT (STANDING ORDERS)

# ACT - 1946 AND RULES MADE THEREUNDER

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## MODEL STANDING ORDERS

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## PRELIMINARY

Management and employees of (Name of Company), adopt for themselves this code to promote the fullest involvement of employees in their work, in furtherance progress and development of organisation

and satisfaction of individual.

In view of fulfilling the obligation under section 7 of Industrial Employment (Standing Orders Act-1946) and the rules frame under this code shall be known as **“STANDING ORDERS”**.

This code shall come into operation on the expiry of 30 days from the date on which authentication copies thereof are sent under sub-section 3 of section 5 of Industrial standing orders Act - 1946.

**1. DEFINITION:** - In these orders unless there is anything repugnant in subject or context thereof, the following words will have meaning assigned to them herein below: -

**(A) COMPANY:** - Company shall mean (Company Name) with its factory and office address.

**(B) MANAGEMENT:** -Management shall mean Directors/Board of Directors of such other officer of Company who has been authorised by the Management to manage the affairs of the Company.

**(C) MANAGER:** - “Manager” means Manager of the company appointed under factory Act of 1946 of any other officer vested for compliance by the management with authority regarding execution/ observance by these Standing Orders.

**(D) ACT:** -Act means Industrial Employment Standing Orders Act – 1946 and the rules framed there under.

**(E) HABITUAL:** - Habitual means act of omission or commission, which is repeated three, or more times in twelve months or an act of mis conduct for which ensure/ warning or any other punishment have been administered.

**(F) NOTICE:** -Notice means a notice in writing required to be given or to be posted for the purpose of standing orders.

**(G) NOTICE BOARD:** -”Notice Board” means all registered wherein the attendance of the workman is marked and maintained under any law or enactment.

**(I) WORKMAN/EMPLOYEE:** -Workman as defined in section 2(i) of Industrial Employment standing Orders Act – 1946.

**(J) FACTORY:** -Factory or works means premises or work carried out in the premises of (Name of factory).

**(NOTE:** -The above definition of Works/ Factory would also include the place of work/duty where any employees is assigned to do any work in connection with the work of the factory/ Establishment which might be anywhere in the Company, outside the premises of the Factory, situated at (Name and address of the company).

**(K) WAGES:** -Wages means all remuneration as defined under the provision of payment of wages Act-1936.

**(L) SUPERIOR:** -Superior means any person who by nature of his duty, exercises authority, supervision of control on an employee while on duty and/or under connection with the work of Company and includes any officer of the Company.

**(M)** Word importing masculine gender shall include femine gender except where expressly mentioned otherwise.

**(N)** Word importing the singular number shall include the plural number and vice versa.

**(O)** If any word/terms is not defined in these standing orders, or in the Industrial Employment (Standing Orders) Act, then it will have same meaning as defined in the Industrial Dispute Act-1947 as amended.

**(P) “NIGHT, SHIFT”** means any Shift which commence after 10.00 P.M.

**(Q) “TICKET”** means and include attendance card.

**(R) “CONTINUED ILL HEALTH”** means and include loss of efficiency permanent partial disablement or on account of illness for more then 3 months and his infectious/contigious effect.

**(S) “RESGNATION”** means act of relinguishing his lein on employment by express or implied intention on part of the workmen. The mere acceptance of resignation is informal affirmative act of the employee to accede to his request for setting his account.

**(T) “RETIREMENT”** means termination, discharge of surplus labour, which does not include termination due to loss of lien, abandonment, and desertion of employment, retirement or continued ill health. The termination other than the condition of employment as incorporated in the Standing Orders shall be termed as retrenchment.

**(U) “MEDICAL-CERTIFICATE”** means a certificate granted by a registered Medical Practioner and got countersigned by the Medical Officer of the Hospital or Dispensary run by the State or Company Doctor. The cost of getting the certificate countersigned will be borne by the Company.

## **2. CLASSIFICATION OF WORKMAN: - The Employee shall be classified as under: -**

- (a) Permanent
- (b) Probationer
- (c) Temporary
- (d) Apprentice
- (e) Casual
- (f) Badlli or Substitute

(a) A “Permanent Workman” is a workman who has been engaged on a permanent basis and includes any person engaged against a permanent post and confirmed as such in accordance with Sub Clause (b) below.

(b) (i) A “Probationer” is a workman who is provisionally employed to fill vacancy in a permanent and has not been confirmed as permanent in accordance with these Standing Orders.

Ordinarily the period of probation shall be 6 months but it may be extended by a period of three months at a time at the discretion of the Management, if the Management considers it necessary in any case to further adjudge the work and merits of a workman. The maximum probation period shall however, in no case extend beyond two years. If at any time during the period of probation, the workman is found unsuitable or un-fit for the job, his services shall be liable to be terminated at the sole discretion of the Manager without any notice and compensation and also without assigning any reason whatsoever thereof.

(ii) In computing the period of probation, the days on which the workman was absent due to leave, sickness and maternity leave duly granted by the management, accident lockout or a strike (which is not illegal) or temporary closure of the undertaking shall be included.

(iii) If a permanent workman is employed as a probationer in a new post of a vacancy and his working during probation is not satisfactory, he may at any time during the probation period, be reverted to his substantive post and shall not lose his lien on his permanent post on this account.

(c) A “temporary Workman” shall mean one who has been appointed for work of a temporary nature or which terminates at the conclusion of specified contract time or undertaking or who is temporarily employed as additional employee in connection with a temporary increase in work of a permanent nature or for other reasons.

(d) An “Apprentice” shall mean one who is a learner and is under training with or without an allowance during the period of his training. The maximum period of training shall ordinarily be of two years, but either at the written request of the apprentice or on the requisition of the Head of the Department or in a kind of job requiring highly specialised skill, the period may be extended up to another period of one year.

(e) A “Casual” workman is a workman who is employed for work of a casual nature.

(f) “Badlli or Substitute” is one who engaged to the post of permanent workman or probationer who is temporarily absent or on leave on any day, a Badlli’s name will be entered in the Badlli Register and he will not be entitled to any wages or compensation for the day on which he is not provided with work.

**3. APPOINTMENTS:** -The Company may require applicants seeking employment to fill-up the Company’s prescribed application form, to undergo test/interview of proficiency before employment and may require a workman to pass a Medical Examination by a Doctor of its choice. A Workman shall at the time of his appointment complete and sign his appointment letter and/ or service agreement with the



Company, such a workman shall besides the provisions as laid down in these Standing Orders, be bound the provisions of his specific service agreement as well:

- (i) No person who has not completed the age of 13 years shall be employed as workman.
- (ii) At the time of employment all persons may be required to undergo a test of-proficiency and/or interview after submitting an application and fulfilling the prescribed work or of employment of the Company.
- (iii) All workmen will be deemed to have been appointed on the basis of the representation made and facts disclosed in their application(s) work(s) for employment. The antecedents may be verified of a workman employed. In case, the verification reveals, the malafide intention to secure employment in the Company in terms of the false declaration and particulars which would In the opinion of the Factory Manager make him/her unfit for employment in the Establishment, the employment is liable to be discharged without any compensation or notice whatsoever.
- (iv) Before joining the Organisation every Workman shall have to necessarily submit through a medical check-up by a-Doctor approved or specifically nominated by the Employer. Subject to the Certificate by the Doctor that the Employee is physically and mentally fit to take-up employment with the organisation, the appointment will be treated as provisional. Further, during employment at any time, a workman may be required to be generally or specifically examined by a Doctor approved or nominated by the company or to submit himself for any incalculation or vaccination to the Doctor as specified by the employer from time to time, for medical check-up as per the directions/ notice of the Management within 7 days of such directions/notice, then he shall be treated as absent from duties of the 7th. day till he got himself medically examined except for the day when he presents himself before the Doctor. If anyone become physically or mentally unfit which may hamper his working, in such even, the services of the Workman shall be discharged by giving one-month notice or Salary in lieu thereof.
- (v) All workman shall give an authentic proof of their date of birth/ age through with a certified copy of the extract of Municipal or Distt. Board Birth Register/or a Certificate of the age from his School or University. If such proof is not available, he shall submit himself for medical examination to the Medical Officer as per the discretion of the Management for determining his age at the cost of the Employer. The workman shall have to abide by the directions of the Management within seven days failing which he shall be treated as absent after that date. Further, the Factory Manager may accept any other proof of age in its sole directions.
- (vi) The date of birth once entered in the records of the Establishment shall be the sole evidence of his age in relation to all matters pertaining to his services including fixation of his date of

retirement/superannuation. The Factory Manager will have a right to verify the genuineness of the declaration of date and year of birth of a workman. If the date of birth is found to be, incorrect, the date as not ascertained by the Factory Manager shall be treated as final.

(vii) Each workman shall keep the Personnel Office informed of any change in his residential address in writing from time to time and in case he fails to intimate the change the permanent address given by him at the time of appointment shall or last address given by him shall be taken to be correct and any letter/communication sent on the address will be deemed to have been duly served,

(viii) Every Workman shall declare in the prescribed form the name of the nominee/nominees entitled to receive his dues, if any, from the Company in the event of death whilst in service of the Company. The workman may also revise the nomination from time to time by giving a letter in writing in this behalf.

#### **4. ENTRY AND SEARCH: -**

(a) All workmen shall enter and leave the Factory premises by the gates, appointed for this purpose.

(b) All employees shall be liable to search both at the time of entry and at the exit at main entrance by any person of the same sex authorised by the Management and if he so chooses in the presence of another employee of the Company, Any workman suspected during working hours to be in wrongful possession of any articles belonging to the Company or any article prejudicial to the security and safety of the Factory may be called upon to submit himself for a search in a similar manner,

(c) All workmen when entering or leaving the Factory premises at the start or at the end of their shift will not loiter in any other Department or interfere with workers on duty.

(d) Any workman when entering or leaving the Factory premises or Factory be searched by the Security Staff of the same sex as the workman being searched.

(e) No workmen shall carry with him any injury/dangerous articles/ chemicals/weapons, intoxicants explosive material or the like nature in the Factory premises which may prove damages, dangerous to the Company's property and health and safety of workers

(f) No workmen shall enter or try to enter the Factory unless the concerned employee is on his shift

duty or has been specifically asked or permitted by the authorised Manager, person to come to the Factory.

(g) On the day of duty, no workman shall enter the Factory, promises 15-minutes before the commencement of his shift working. After the working hours, everyone is expected to leave the Factory unless and until he is specifically required to over stay by the Manager/authorised person.

(h) During the working hours, no workman shall leave the Factory before completing of his duty hours unless the early leaving is permitted in writting by an authorised Officer of the Company and upon obtaining a written gate pass for the purpose.

(i) Visitors are not allowed to enter the Factory before completing of his duty hours unless the early leaving is permitted in writting by an authorised Officer of the Company and upon obtaining a written Gate Pass for the purpose.

(j) Visitors are not allowed to enter the Factory without proper and valid authentication and no worker will take with him in the Factory any outside person without written permission of the authorised person.

(k) No workman shall take notice, drawings and sketches of any building plants process, method of work of the Factory except under specific order of the Factory Manager in writting.

(l) If any workman desires to carry with him inside the Establishment any articles belonging to him, he shall get the said article entered in the Gate Register. In case, he is permitted by the Security Staff on duty to take the article inside with him. If the articles are considered dangerous or otherwise objectionable, the same is liable to be detained at the Gate by the Security Staff.

(m) The Management introduces, the system of issuing pass out slips for workmen to go out of the branch, department, sections plant etc.

## **5. ATTENDANCE CARD AND MUSTER ROLLS: -**

(i) The name of every workman shall be entered on the Muster Roll clearly indicating the classification to which he belongs.

- (ii) Every workman shall be given an attendance card/token/ticket sign their presence daily in the Staff Attendance Register.
- (iii) Every workman except casual, badli, part-time, leaner shall be issued an identity card.
- (iv) If a workman loses his attendance card, a duplicate card will be issued on a written application showing his sufficient causes and a payment of a sum of Rs. ten shall be charged which will be deducted from his wages of that month.
- (v) All instructions issued from time to time in rotation to attendance, checking arrival or departure, period of duty hours and the same will be pasted on the notice board. Every workman shall comply with all such instructions and directions.
- (vi) Person holding supervisory position or employed for security work is a confidential capacity shall work in accordance with the instructions of his superior's or the authorised person from time to time.
- (vii) All workmen shall be at their work In the establishment at the time notified from time to time and those coming late shall be refused entry or unless permitted by the Factory Manager as per these Standing Orders.
- (viii) Every workman shall when entering the establishment deliver his ticket/token/card at the notified place and shall show it wherever required to any person authorised by the Manager in this behalf.
- (ix) The card shall remain the property of the establishment and shall be deemed to be expressly entrusted to the workman for safe custody and it must be surrendered when damaged or at the time of the workman ceases to be in employment of the establishment the ticket/token/card is not transferable.

**6. ATTENDANCE AND LATE COMING.** -All workmen shall be at work in the establishment at the time fixed and notified. Employees attending late by more than 5 minutes of the starting time may at the discretion of the Management to shunt out or allowed to resume work and shall be liable to the deductions provided for in the payment of Wages Act – 1946 and the rules framed thereunder. Habitual late attendance, which shall means three late attendance in three months, shall be treated as misconduct.

## **7. ABSENCE: -**

- (a) Any workman who after presenting his ticket, attendance card or token or after closing, is found to be absent from his proper place of duty during working hours without permission or without any such reasons as may be beyond control, shall be liable to be treated as absent from duty for the period of such absence.
- (b) If, however, a workman is absent from the premises of the establishment during hours of his duties without proper permission, he shall be treated as absent for the whole day in case the absence commence before the recess period or for half day in case if commence after the recess period. Such a workman shall also be liable for deduction in his wages in accordance with the provisions of the payment of Wages Act, 1936 and the rules made thereunder, provided further that this will be without prejudice to any disciplinary action which may be taken against him. Provided further that if ten or more workmen act in concert absent themselves without-giving 15 days notice in writing and without reasonable cause the management shall be entitled to deduct upto 8 days of wages of the workmen as per Section 9(ii) of the payment of Wages Act.
- (c) That in case a workman is allotted work by the competent authorities and be refused to carry out the work, the workman will be deemed to be absent from the place of work and for all purposes will be marked absent for that particular period or day for which he refuse to carry out the allotted work.
- (d) No workman will enjoy the leave without prior permission and he must submit an application within 48 hours if absence is for unforeseen reason.

## **8. PAYMENT OF WAGES: -**

- (1) All workmen shall be paid wages on a working day before the expiry of the seventh day of the wage period in respect of which the wages are payable, if the number of workmen employed by establishment does not exceed one thousand and before the expiry of tenth day of such wages period in all other cases.
- (2) Any wages due to an workman, but not paid on the usual day on account of their having remained unclaimed shall be paid on unclaimed pay day which shall be notified by the Management before the 20th. day from the expiry of wages period.

(3) Unclaimed wages of a deceased workman shall be paid to his legal nominee or legal heirs before the expiry of third working day on which a substantiated claim is presented by his nominee or heir or on his behalf by a legal representative, provided such a claim is submitted within three years of the death of the workman. For this purpose a claim shall be considered to be substantiated if it is by any Gazetted Officer of a Municipal Commissioner, M.L.A., or a Sarpanch of the village of the deceased workman or of his heir. However, his nominee under the provident Fund Act will be considered as rightful claimant and heir for the unclaimed wages.

(4) All unclaimed wages shall be kept for payment to the workman or the legal heirs or legal nominee for three years from the period they are due to be paid after which period these shall be remitted to the Welfare Commissioner for the purposes provided for under the H.P. Labour Welfare Fund Act and the rules made thereunder.

(5) Where the employment of any workman is terminated by the Employer, the wages earned by him and his other dues payable by the Management shall be paid before the expiry of the 2nd working day from the day on which he ceases to be in employment of the possession of the quarter, tools, furniture and all other property of the Company entrusted to him.

**9. PUBLICATION OF WORKING HOURS AND PERIODS OF WORK:** - The periods and hours of work of all classes of workman shall be pasted upon a notice board, provided that if any particular employee is required to work for a different period he shall be notified to that effect in advance.

Subject to the provisions of Factories Act 1948 of other legislation for the time being in force, the establishment reserve the right to require all or any number of its workmen or workman to work as per law applicable on any weekly holidays and public holidays in accordance with the notice which may be issued from time to time. Such notice shall be displayed on the notice board installed at the time office or/and in the notice board of the concerned department and copy sent to the Assistant Director, Industrial Safety and Health.

All employees entering or leaving the Factory premises shall record the time of arrival and departure in the manner and in accordance with the practice established from time to time.

Workman may be transferred from one shift to another. In case of emergency, the management may reserve a right to call on employee for working even without sufficient notice.

The employees shall also attend the Factory any time outside the regular hours of work if, in the opinion of the Manager, such attendance is necessary for emergent repairs of efficient/running of the factory or any plant or machinery contained therein.

**10. PUBLICATION OF HOLIDAYS:** -Notice specifying the days to be observed by the Company as holidays shall be circulated and/or pasted upon a notice board provided that if any particular workman is required to work on holidays, he shall be notified to that effect in advance through a circular notices, he shall be bound to attend his duties on Sundays or Holiday and paid according to law in force.

**11. SHIFT WORKING:** - Shift working shall be regulated in accordance with the Factories Act, 1943 or any other Act for the time being in force. More than one shift may be worked in a Department or Departments or in one section of a department at the discretion of the Company and workman shall, if so required, work within the shift, group, or Department to which they allotted by the Company in this behalf. If more than one is worked in the Factory, workman shall be liable to be transferred from one shift to another. Shift working of any Department may be discontinued after putting up a notice two days in advance on the notice board to that effect.

If as a result of the discontinuance of the shift working any workman are to be retrenched, such retrenchment shall be effected in accordance with the Provisions of the Industrial Dispute Act, 1947 (Act XIV of 1947), and the rules made thereunder,

If shift working is restrated, the workman, shall be given notice and reemployed in accordance with the provisions of the said Act. i.e. Industrial Dispute Act and Rules. The shift may be rotated weekly, fortnightly/monthly according to the discretion of the Management.

**12. LEAVE AND HOLIDAYS.** -National and Festival Holidays, Casual and Sick leave shall be granted to all workmen in accordance with the provisions of the H.P. industrial Establishment (National and Festival Holidays and Casual & Sick Leave) Act-1972 and the rules made thereunder or in accordance with any settlement/agreement or award, whichever is more beneficial to the workmen

The principles of earn and avail on pro-rata basis shall apply. Casual Leave shall not be granted for more than two days at a stretch. Previous permission of the Management is required to be obtained before proceeding on leave except in case of death or serious illness in the family of the workmen.

Grant of leave to a workman shall depend on the exigency of work and shall be at the discretion of the Factory Manager of any other competent authorities so specified for the purpose. Grant of Sick Leave

shall be governed by the said Act or Employees State Insurance Act whichever is applicable to the Establishment.

Sick leave for more than 2 days must be accompanied/supported with a Medical Certificate issued by a competent Medical Officer of Civil Hospital or of a Doctor of such like qualification. In case of doubt., the employee will submit himself to Medical Officer engaged or approved by the Company. If the employee did not, submit him for medical examination then no leave shall be sanctioned and disciplinary action shall be initiated considering that the Medical Certificate so submitted is not proper.

In case a workman is suspect to be suffering from any contagious or infectious disease, he may be got medically examined by the Employer and allowed to proceed on leave as though the worker had applied for being sent on leave himself. Such leave shall be granted without pay to an extent of three months provided on acceptable Medical Certificate is produced alongwith the application in time. Continuous absence due to illness for more than three months will be a valid ground for discharging of the services of workman. Considering it is a case of continuous ill health.

**13. LEAVE WITH WAGES:** - Leave with wages shall be allowed to all workmen in accordance with Chapter VIII of the Factories Act, 1943. A workman, who, desire to avail of his leave due under the Factory Act otherwise than in accordance with the scheme approved by the Chief Inspector of Factories und Section 79(8) shall apply to the Manager forthwith in the manner prescribed below: -

(1) An application shall be made in writing to the Manager or the person autliorised as notified for the purpose stating clearly the date from which leave is required, reasons warranting the grant of such leave and the duration for which it is required, giving address for communication during the period of leave & shall be submitted to the Officer notified for the purpose or the Manager, at least 15 days in advance, if the leave for a duration applied for is less than three days, except when it is on medical grounds, death or serious illness in the family, accident, or fire in the personal house or any such natural catastrophe in which case the application may be made on the same day. Orders on the leave application shall be passed without delay and also day before the leave applied for is to commence or within twenty four hours of the receipt of the application in case it is received on the same day under the circumstances mentioned above and shall be communicated to the workman and in the alternative it shall be presumed that the leave applied for has been sanctioned to workman.

(2) If the leave applied for is granted, a leave pass shall be issued to the workman. If it is refused, the fact of such refusal be communicated to the workman before the leave applied for is to commence.

(3) In the event of a work desiring extension of the originally sanctioned leave, or a subsequently extended and sanction leave he shall make an application in writting to the Manager specifically stating



the reasons warranting to the extension and shall submit it sufficiently in advance of the expiry of the leave allowed. The Manager or any other authorised person on his behalf shall as soon as possible on receipt of such application inform the workman on the address given by the applicant whether the extension applied for has been sanctioned or refused. Reply shall be sent without delay under certificate of posting. If the workman desires a telegraphic reply by the Management he shall send a reply paid telegramme.

(4) If the workman remains absent without sanctioned leave or beyond the period of leave originally granted or subsequently extended he shall lose his lien on his appointment and his name will be automatically be struck off the roll, he shall have no claim for reinstatement for reemployment unless (a) he returns within 10 days or the commencement of the absence or the expiry of the leave and (b) explain to the satisfaction of the Manager the reason of his absence or his inability to return on the expiry of the leave as the case may be,

(5) Leave with wages cannot be claimed as a matter of right; Grant or refusal of leave of an employee shall depend on the exigency of work or other administrative reasons at the discretion of the Management.

(6) If after gazetting of any award on issue on any notice by the Employer for implementation of the said award, the workman does not report for duty within ten (10) days, the workman shall be deemed to have relinquished his right of reinstatement in the organisation/company.

**14.** The Company may at any time or times in the event of fire, catastrophe repairs, and/or shut down of furnace, break down of machinery, epidemic civil commotion strikes employees go slow tactics, shortage of raw material or other cause of a like nature or not, beyond the control of the Company, stop any machine or machines of Department/Departments, wholly or partially for any period or periods without notice. The Company shall be the sole judge of the circumstances of such cases,

## **15. CESSATION OF EMPLOYMENT: -**

### **(i) TERMINATION: -**

**(a) Probation. -** A person kept on probation in terms of the conditions of employment or under these Standing Orders, then services are liable to be terminated during the period of probation or at the end of the period of probation if not found satisfactory or upto the expectation of the Management without giving any reason notice or compensation or notice pay in lieu thereof.

**(b) Stipulated Contract:** - The company shall be entitled to terminate the services of any permanent workman on giving him one month's notice in writing or a month's wages in lieu thereof or wages reasons including following:

- (i) Physically or Mental disabilities or infirmity of eyesight and hearing etc.
- (ii) Physically intermittent illness or suffering from any infectious or contagious diseases.
- (iii) Reasonable apprehension of jeopardising the safety, security & interest of the establishment.
- (iv) Bad reputation in the locality or receipt of reports against him from the police or from the Govt. Deptt. or including in such activities which may bring the Management in bad repute in the eyes of police.
- (v) Conviction by a Criminal Court for any offence involving Moral Turpitude.
- (vi) Being declared by Government, as a traitor.
- (vii) By terms appointment.

**(c) Loss of Confidence:** - The service of a workman are liable to be terminated on account of loss of confidence if the acts committed by the workman constitute moral or adverse affecting the reputation of the Company or are of such nature that the same could not be disclosed in the interest of the Organisation. The workman shall not be entitled to any notice or notice pay or compensation in lieu thereof.

**(ii) Discharge Simplior:** -

**(a) Continued ill health:** The services of a workman are liable to be discharged on account of continued ill health including loss of efficiency permanent total/permanent partial disablement or on account of illness for more than three months and has infectious/contagious effect. In such circumstances

the workman shall be paid one-month salary in lieu of notice pay and he will not be entitled to any compensation in lieu thereof.

(b) On giving wrong/false declaration of suppressing material facts at the time of obtaining employment or subsequent at any stage,

**(iii) Retirement: -**

(a) All the workman shall retire automatically from the service of the Company on attaining the age of 55 years. However, if Management so desires, extension can be granted from year to year upto the age of 58 years. This cannot be claimed as a matter of right.

(b) **Compulsory Retirement: -** A workman can be retired from the services of the Company compulsory before attaining the age of superannuation.

- (i) If he is declared medically unfit.
- (ii) Becomes incapacitated to work.
- (iii) Become physically or mentally disabled,
- (iv) Adverse service record, inefficiency & dishonesty.

(c) **Voluntary Retirement: -** If a workman is absent from duty for more than 30 days continuously without any leave application or permission# the Management shall presume that the workman has sought voluntary retirement. The Management will then be competent to retire, him irrespective of the fact that he has attained the age of or not. This will be, treated as voluntary retirement. This conclusion will be drawn after issuing show Cause notice to him at the last available address.

(iv) **RETRENCHMENT: -** Workman, whose services are found surplus or redundant by the Company as a result of re-organisation, rationalization technical innovations discontinuation of any shift working or closure of Factory or for any reason whatsoever, shall be liable to be retrenched under the provision of the Industrial Dispute Act - 1947 and rules made thereunder, from time to time. Normally the management may take into account the principle of “Last Come First Go” while making retrenchment. However, the management may take into account fitness, efficiency, reliability and desirability but at the same time record history of past misdemeanours of misconducts, punishment, etc. if any deviation from the said principle is to be done.

**(v) Abandonment: -**

(a) If a workman remains absent continuously from duty for 30 days without any notice, information approval sanction or remains absent continuously beyond the period of leave originally sanctioned or subsequent extended or leave without notices then he shall lose his lien on his appointment automatically. This conclusion will be drawn after issuing show cause notice to him at the last-available address.

(b) An employee who having been laid off under the rules of Standing Orders fails to report on duty within 15 days of posting of the recall notices or of being otherwise notified, shall be deemed to have left the services of the Company without, giving due notice to the management.

**(vi) Dismissal: -** The services of the workman are liable to be dismissed on account of misconducts as specified in the subsequent provisions by conducting regular enquiry or on account of justified grounds for dismissal in circumstances such as acts of indiscipline insubordination or the circumstances beyond the control of the management.

**(vii) RESIGNATION: -**

(a) Any permanent workman desirous of leaving employment shall give the Company one month's notice in writing or surrender wages in lieu thereof subject to the provisions of payment of wages Act and Rules made thereunder. However, if exigency of work so required the management may not relieve him earlier till his entire period of notice has expired.

(b) If any permanent workman leaves the services of the Company without giving one month's notice in writing, he shall be liable for court proceeding for recovery of the amount if it could not be recovered from the dues payable to him by the Management.

(c) A workman may be relieved of his appointment at any time after he has given notice at the discretion of the management and he shall not be entitled to any payment or compensation for the unexpired period of notice.

(d) The resignation so submitted by the workman, if and when accepted by the management then it shall be conclusive and cannot be withdrawn at subsequent stage. The Management may waive off the notice period if they so desire.

(e) The probationary, temporary, apprentices, trainee, badlis, part time and casual employee may leave the services of the Company without giving notice or pay in lieu thereof.

(f) In case of employees leaving the services of the Company at their own request, the payment of wages earned by the employees shall be made within 7 days from the date on which he leaves the service of the Company.

**(viii) CONFIRMATION:** - The employer shall accordance with the terms and conditions stipulated in the letter of appointment confirm the eligible workman and issue a letter of confirmation to Him whenever a workman is confirmed, an entry with regard to the confirmation shall also be made in his service card within a period of thirty days from the date of such confirmation.

16. **CERTIFICATE OF SERVICE:** - Every workman shall be entitled to a service certificate at the time of leaving his service, dismissal or retrenchment or request being made in writing in this behalf,

## **17. CLOSURES, STOPPAGE AND LAY-OFF: -**

(i) The Factory Manager may at any time or times in the event of fire, natural, calamity, catastrophe, normal break-up of machinery stoppage, breakdown or shortage of power supply, epidemic civil commotion climate disturbance shortage of raw material, fuel, finance, accumulation of shocks, non-availability of orders or any other trade beyond the control of the employer whether of like nature or any other nature. Close down of any machine or machines or section or sections of the establishment wholly or partially for any period or periods without notice. Stoppage or close down on account of any deliberate/intentional break-down, attributable to workers shall be excluded from this except.

(ii) In the event of stoppage or closure for any of the reasons mentioned above but other than a lock out or strike, if the Company is unable to provide work for any particular workman or workmen, the Factory Manager shall be entitled to lay-off from work or duty all workman/workmen and the payment of such lay-off will be made in accordance with the provisions of the Industrial Dispute Act, 1947 but in case during any year lay-off is declared beyond 45 days. The workman shall not be entitled for any compensation.

(iii) The Manager may In the event of strike or slowdown or general indiscipline of any other violent activities In any part or near the establishment, suspend the work of such section or department of the entire establishment. The fact of such suspension of work shall be notified by putting the notice on the

Notice Board. When in his opinion, normal condition are restored and assured, operation of the Plant will be resumed. For the period of such stoppage/ suspension of work, the workmen will not be entitled to any wage or compensation. If after resumption which will be notified on the notice board, a workman fails to report for duty within 10 days of the display of the notice, he shall loss his lien on his employment and he shall be deemed to have left services of the Company of his own accord in accordance with the clause of the Standing Orders.

(iv) In case of lay-off in one section or Department, is due to strike or slow down in another section of department, the workman so laid-off will not be entitled to any wages or compensation.

(v) In case the employer could provide alternative employment in the same establishment or any other establishment situated within town/village or within the radius of 5 kilometers from the establishment and such alternative employment does not fall for special skill or in the same category, then the workman is bound to perform in the same Factory and if he refused, then the workman shall not be entitled to compensation. If any experience is required, the Management shall provide experience and workman is bound to have the same.

**18. CONDUCT: -** During the service of the Company or during the period of specific service, if any, as the case may be, the workman shall devote his whole time and energy exclusively to the work and interest of the Company and shall not correspond or otherwise negotiate directly or indirectly with any other prospective employer except with the prior knowledge and approval of the Company in writing. A Workman shall at all times conduct himself soberly and temperately while on works premises and shall show proper respect to promote interests of the Company and to maintain and promote the good reputation thereof. The workman shall keep secret all documents, plans, drawings, photoprints, reports, statement, correspondence, information and instructions which may be imparted to him by the Company in the course of his employment and he shall not divulge the same directly or indirectly to any one except in rightful discharge of his duties assigned to him by the Company.

**19. RE-FERSINCE OF INDIVIDUAL DISPUTE TO GRIEVANCE SETTLEMENT AUTHORITY: -**

(i) The Grievance Settlement Authority consisting of representatives of workmen as well as representatives of the employer shall be constituted in consultation with the members of the workmen.

(ii) That such Grievance Settlement Authority will consist of equal number of representatives of Employers and Employees and Chairman to be nominated by Members of Grievance Settlement Authority Committee themselves.

- (iii) That if any individual Industrial dispute connected with the individual workman arises in the establishment such workman or trade union of workmen of which such workman is a member, shall refer such dispute to the Grievance Settlement Authority as provided under the Standing Orders for settlement of the dispute,
- (iv) That on receipt of the industrial dispute, the Grievance Settlement Authority shall hold his meeting immediately but not later than 15 days from the receipt of such notice.
- (v) Grievance Settlement Authority after hearing both the parties i.e. Employer as well as the aggrieved workman or Trade Union of the workman and after hearing them and recording the Statements, if any decide the matter. The Grievance Settlement Authority will decide the matter within 3 months from the date of receipt of grievance. In case, the grievance sorted out by the Grievance Settlement Authority is accepted, the same will be implemented by both the parties. In case, the workman is aggrieved by the decision of the Grievance Settlement Authority then and only then, there can be said to be an industrial dispute in existence and unless and until the procedure of Grievance Settlement Authority are complied with, no industrial dispute can be said to be in existence or apprehended.
- (vi) The members of the Grievance Settlement Authority will be notified to the Government from time to time and the tenure of such members will be for a period of two years and maximum numbers will be three from each side. One member will retire after two years of duration in rotation and in his place fresh-member will join.

**20. ACTS CONSTITUTING MISCONDUCTS: -** Misconduct means an act of omission or commission of duty or warranty expressed or implied custom or usage whether specified or herein or otherwise either single or in collaboration with others. Any act of omission which is done in any manner or which is detrimental to the interest of the business discipline reputation or prestige of the Management and the Establishment whether or not expressly regarded, as such small amount to misconduct whether committed within or out side the premises of the Establishment. Without prejudice to the general meaning of the misconduct it shall be deemed to mean and include offence under or against the Standing Orders, specific service condition or service agreement including those listed in Annexure 'A' attached to these Standing Orders, which are illustrated and not exhaustive,

**21. PROCEDURE FOR DEALING WITH CASES OF MISCONDUCT: -** The Service of a workman normally will not be terminated on the ground of misconduct unless he has been adjudged guilty of misconduct after a domestic enquiry held in the manner prescribed below. However, where worker admit the charges on the basis of charge-sheet or otherwise, no enquiry or procedure so provided below will be required to be followed and punishment can be inflicted on the admission itself.

(a) Where disciplinary proceedings against a workman is contemplated or is pending or where criminal proceedings against him in respect of an offence are under investigation or trial and the employer is satisfied that it is necessary or desirable to place the workman under suspension, he may, by order in writing suspend him with effect from such date as may be specified in the order. A charge-sheet shall also be served on the workman at the earliest from the date of suspension setting out the details of the alleged misconduct and shall contain the name of enquiry officer and the place where the enquiry shall be held. The workman shall be given an opportunity for explaining the circumstances alleged against him. Such a workman may be assisted by another workman of the choice of the workman but with the permission of the manager and shall in no case be allowed to be assisted by an outsider. If the workman refuses to accept the charge-sheet/preliminary order, it shall be sent to him on the address last available with the Company by registered acknowledgement due post. In case, he still refuses to accept the same, the same shall be pasted on the notice board and shall be deemed to have been served to him. If the Workman fails to present himself at the proper place before the enquiry officer to participate in the enquiry, the enquiry shall be proceeded ex-parte.

(b) A workman who is placed under suspension under clause (a) 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 domestic the subsistence allowance shall for the first 60 days from the date of suspension, be equal to half of the basic wages, dearness allowance and other compensatory allowances to which the workman would have entitled if he was on leave with wages, if the domestic enquiry gets prolonged and if the workman continues to be under suspension for a period exceeding 60 days, the subsistence allowance shall for such period be equal to 1/4th. of such basic wages, dearness allowance and other compensatory allowance, Provided that where such enquiry is prolonged beyond the period of 60 days for reasons directly attributable to the workman the subsistence allowance shall for such period exceeding 60 days be reduced to 1/4th. of such wages.

(c) If on the conclusion of the enquiry of the criminal proceedings the workman has been found guilty of the charges framed against him the Management may award any of the following punishments and in the event the workman shall be deemed to have been absent 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,

(1) Warning or censure.

(2) Fine subject to the provisions of the Payment of Wages Act and Rules made thereunder.



- (3) Stoppage of Annual Increment upto 3 years.
  - (4) Suspension without wages for the period not exceeding 30 days.
  - (5) Demotion or reversion to the lower grade, post or scale with reduced pay as per that lower grade, post or scale.
  - (6) Dismissal.
  - (7) Discharge.
  - (8) Confirmation of suspension.
- (d) If in the conclusion of the enquiry or the criminal procedure/proceedings, the Workman 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.
- (e) The payment of subsistence allowance under this Standing Orders shall be subject to the workman concerned not taking-up any employment during the period of suspension,
- (f) In awarding punishment under this Standing Orders the Management shall also take into account the gravity of the misconduct, the previous records if any, of the workman and any other extenuating or aggravating circumstances that may exist.
- (g) A copy of the order passed by the Manager shall be supplied to the workman concerned, whereupon the order shall become operative. If the workman makes an application, a copy, of the enquiry proceedings shall be supplied to him without delay.
- (h) During the period of suspension of workman shall daily report at the gate appointed time during the day to accept any such communication and to expedite the matter of charge-sheet and enquiry which, the Management may like to deliver. The workman shall sign in token of having called at the gate house

in the register maintained for the purpose by the person incharge of the gate houses if the workman is not complying with it, he shall not be entitled to any subsistence allowance for the days not reported himself at the gate houses and sign the register maintained for the purpose and will be deemed to be absent.

(i) **Exparte Proceedings:** - If the concerned Workman refused or avoid or neglect to receive the charge sheet or to submit his explanation or to appear at the enquiry without any justification or good reasons it shall be open to the Management or the enquiry officer to proceed with the enquiry in his absence.

**22. BREAK IN SERVICE:** - Participation in an illegal strike by employee will render him liable to disciplinary action under these standing orders. In case such illegal strike is confirmed by a competent court of law then it will also result in break of service of the workman participated in the illegal strike.

**23. SPECIAL PROCEDURE IN CERTAIN CASES:** - Notwithstanding anything contained in these Standing Orders where the penalty is to be imposed on any workman on the ground of misconduct which has led his conviction or criminal charges or where the Managing Director, Resident Director or General Manager or Manager is satisfied for reasons to be recorded in writing that it is not expedient or in the interest of security to follow the procedure laid down in the Standing Orders, he may consider the circumstances of the case and pass order thereon as he deem fit.

**24. ACCIDENT AND MEDICAL AID: -**

(i) Whenever any workman meets with an accident he shall immediately report about the same to the departmental Head or to any other authority as may be appointed by the Management in this regard.

(ii) **Medical aid in case of Accident:** - Where a workman meets with an accident in the course of or arising out of his employment the, employer shall at the employer's expense, make satisfactory arrangements for immediate and necessary medical aid to the injured workman, and shall arrange for his further treatment, if considered necessary by the Doctor attending on him. Whenever the workman is entitled for treatment and benefits-under Employment State Insurance Act-1948 or the Workman Compensation Act-1923 the Employer shall arrange for the treatment and compensation accordingly.

**25. SERVICE OF NOTICE REQUIRED TO BE SERVED UNDER THESE STANDING ORDERS:** -General or specific notices including charge sheets, show cause notice, suspension or dismissal notices required to be given under these Standing Orders be deemed to have been sufficiently given when pasted on the Notice Board after the employee or employees concerned had refused to take the delivery thereof and in the case of absentees, the notices (Other than, those of a general nature) shall

be sent to the concerned individual workman or workmen who is or are absent to his/their last known address available with the Company under a registered cover.

**26. LIABILITY OF MANAGER: -** The Manager of the Establishment shall be held responsible for the proper and faithful observance of these Standing Orders.

**27. EXHIBITION OF STANDING ORDERS: -**

(i) A copy of these Standing Orders in English and Hindi shall be pasted at the Manager's Office as well as on a Notice Board maintained at or near the main entrance of the establishment marked 'Standing Orders' and shall be kept in a legible condition.

(ii) In case of any conflict in the meaning of the Standing Orders in English or Hindi language, the English text shall be taken to be authentic.

**28. GENERAL: -** A workman shall all times, diligently and faithfully serve the Company and shall devote his whole time and attention exclusively to the business and interest of the Company and with the best of his skills, shall carry out his duties and shall attend punctually at the place or places where he is, from time to time, employed. A workman (except a Badli or Casual employees as defined in these Standing Orders) shall not engage himself in any other profession or business, or enter the services, in any capacity, or for any purpose whatsoever, for any part of the time, with any other person, or join any Govt. department or undertaking or any firm or Company, either on whole time or part time or part time basis and shall not have any private financial deal with the persons or firms having business relations with the company for the sale or purchase of any material or equipment or supply of labour, or for any other purpose. Every workman shall always hold himself in readiness to perform any duty for which he is employed and use skill required by him by his superiors to the best of his ability. Breach of this rule shall be misconduct on the part of the workman liable to punishment in accordance with these Standing Orders.

**29. COMMUNICATIONS: -**All orders notices charge sheets and letters issued by the Management/manager shall be served on the workman in any of the following manners and it shall be deemed to be duly served upon him.

(i) Delivery by hand to workman in the premises of the factory in the presence of any other person;  
or

- (ii) By pasting the copy of the letter/notice on the Notice Board in case of refusal for accepting the same in the presence of other employee after recording/such refusal which shall be deemed to have been served upon the workman; or
- (iii) By sending the/copy of such letter/notice under registered A.D. cover and or under certificate of posting at the address last recorded by him, for this purpose or available on record, in the event of workman being on leave or absent or his non-availability; or
- (iv) By pasting the notice at the local last address given by the workman in the presence of co-worker; or
- (v) By publication in the recognised news paper,

**30.** The management is competent to engage/impart training to any person called by whatsoever name. Such training will be imparted subject to the willingness of such person to learn particular job, skill, avocation or any type of job. During such training, the incumbent will be given stipend to be decided by the management and not less than ITI or other apprentice. The period of such training will not exceed 24 months in any manner,

**31. PART TIME/DOUBLE EMPLOYMENT: - Exclusive Service. -**

A workman is not entitled to undertake whether directly or indirectly any part time or other job or business of any kind whatsoever, so long as he is in employment.

**32. NATIONAL AND FESTIVAL HOLIDAYS:**

- (i) These shall be regulated under H.P. Industrial Establishment (National & Festival and Casual & Sick Leave) Act-1972 and rules made thereunder.
- (ii) Should a worker is required to work on these days, he will be paid in terms of the said act.

**33. ESSENTIAL, CONFIDENTIAL & SERVICE STAFF: -** The following categories of employees shall be treated as holding position of supervision/duties of confidential nature

- (i) Watch & Ward department employee & worker.
- (ii) Telephone Operator.
- (iii) Car Driver/Truck Driver.
- (iv) Workman engaged for rendering service in Medical, Fire- Brigade, Water, Electricity or other department running and requiring 24 hours work.
- (v) Personnel Department Employees.
- (vi) Cashier/Store Keeper.
- (vii) Any other department so declared by Manager by orders.

### **34. TRANSFER AND PROMOTION:**

(i) Workmen may be transferred from one Unit to another or in any of the ancillary or sister concern whether situated in the same town or anywhere in India or Department or Section or job or any other branch or office situated in the same factory or any factory any where in India, provided that the wages, grade, continuity of service and condition of the service will not any manner by adversely effected. After transfer worker will be seized to be the employee from where he is so transferred and will become the employee where he stands so transferred. Workman shall be bound to accept the transfer and in no event would be entitled to refuse to carry out the order of his transfer. In case, such transfer, the condition applicable to similar category of employees at the transferred place will be applicable to him also,

Provided that the wages, grade, continuity of service and other conditions of service of the workman are not adversely affected by such transfers,

Provided further that a workman is transferred from one job to another which capable of doing:

(ii) Promotion is the sole discretion of the Management and cannot be claimed as a matter of rights, The Management may consider the aspect of efficiency standard of qualifications suitability, personality, job requirements and seniority etc. while promotions The promotion may be given if not fulfill through the recruitment.

(iii) The Management may introduce appraisal system/merit rating system from time to time or scheme to assess the progress, efficiency, workmanship, performance, absenteeism etc. of a workman occasionally or regularly as and when consider necessary

Provided further (i) a reasonable notice is given to such workman and (ii) reasonable joining time as allowed in case of transfer from one station to another. The workman concerned shall be paid travelling allowance including transport charges and fifty percent thereof to meet incidental charges.

### **35. SECRECY: -**

(a) No workman shall take any papers, books, drawing, photographs instruments, apparatus, Documents or any other property of in Industrial establishment out of the work premises except the written permission of his immediate superior, nor shall be In any way pass or cause to be passed or disclosed or cause to be disclosed any information on matter concerning the manufacturing process trade secrets and confidential documents of the Establishment to any person Company or corporation without the written permission of the Employer.

### **36. WORKMAN TO GIVE ACCOUNT OF ESTABLISHMENT'S PROPERTY ETC.: -** On termination of his service, a workman shall:

(a) Give proper account of all papers, books, tools instruments and all other property of the Establishment in his possession Custody or charge. The value of all shortages in and/or damages to the Establishment, tools, instruments and other property in the workman's possession, custody or charge shall be recoverable from him in accordance with the provisions of the Payment of Wages Act-1936.

(b) Vacate any quarters of the Company, licenced to him within one month from the date of termination and pay licence charges for the same. Arears of licence fee, electric etc. as may be due from the workman should be paid by the workman before he leaves the Establishment's service. All amounts remaining unpaid are liable to be recovered from the wages remaining unpaid and all other dues to him. Provided that in case the house is not vacated within one month, five time penel licence fee will be

charged for the first three months and ten times penal fee be charged after four months upto one year and thereafter twenty times penal licence fee shall be charged till the house is vacated.

(c) Compensate the Establishment for all losses or damages caused by him in the Establishment's quarters and all moveable and immovable property therein. However, damages due to normal Clear and tear will not be considered.

(d) Failure to comply with all or any of the above provisions shall entitle the Establishment to with-hold the workman's wages to make appropriate deductions therefrom subject to the provisions of the payment of Wages Act, 1936, and to take such other action as may be deemed fit.

**37.** It is clarified that if any person is kept on part-time basis by the Management for any job or any work, he will be paid proportionate wages according to the minimum wages applicable at relevant time.

**38.** All Heads of Department shall personally be hold responsible for the proper and faithfull observance of the Standing Orders and of the special rules made under the Factories Act-1943 and pasted on the Factory Notice Board.

## **ANNEXURE 'A'**

Misconduct means an act of omission or commission of duty or warranty expressed or implied custom or usage whether specified herein or otherwise either single or in collaboration with others. Any act or omission which is done in any manner or which is detrimental to the interest of Management and the business, discipline reputation or prestige of the Management and the Establishment whether or not expressly regarded, as such shall amount to misconduct whether committed within or outside the premises of the Establishment.

The following acts or omissions whether alone or in combination with others shall be treated as misconducts for which an employee is liable to dismissal. Besides any other punishment as contemplated in clause 24 of these Standing Orders. The list is illustrative but no exhaustive, -

1. In subordination or insuit to superiors or disobedience of any lawful order of a superior.
2. Participation in or instigation to illegal strike without notice or a sitdown or stay-in-strike or

refusal to work.

3. Participation in or instigation to an illegal or unjustified strike.
4. Slowing down in performance of work or inciting or persuading others to resort to deliberate 'Go Slow Policy', 'Dharnal', 'Hunder Strike' for any reason within the Factory's premises or any other property of the Company.
5. Sleeping on duty.
6. Refusal to accept transfer from one shift to another or from one section or department to another or from one section or department to another or from one place to another or from general shift working to two shift or three shift working to vice-versa.
7. Refusal to work on another job without loss of status or earning or another machine.
8. Failure to carry out work in accordance with general or specific instructions given by the Officers of the Company directly or through delegates authority.
9. Theft within the Factory or fraud or dishonesty in connection with the Company's business or property or in connection with the property of any person(s) on the premises of the Company.
10. Taking out of the works any article or material belonging to the Company without a Gate-Pass issued by the Company.
11. Hiding away or attempting to hide away any article or material.
12. Demanding, offering or accepting bribes or any illegal gratification.
13. Habitual absence without permission.



14. Absence without permission not exceeding 9 consecutive calendar days.
15. Soliciting or collecting contribution for any purpose whatsoever at any time in the Factory premises without permission of the Manager.
16. Engaging in private work or trade outside the Factory or engaging in other employment while still in the service of the Company without permission of the Manager.
17. Rctous, disorderly, disrespectful, unmannerly or rude behaviour, threatening intimidating, coercing other employee or employees, interfering with the work of other employee or employees assault or threat or assault either provided or otherwise, within the factory, premises, or outside having subversive effect on factory discipline.
18. Drunkenness, intoxication or indecent behaviour inside the Factory.
19. Commission of any act subversive of Factory discipline.
20. Gross neglect of work or habitual negligence, loitering, indling or wasting time during working hours or malingering or remaining on the Company's premises after authorised hours of work without permission.
21. Convassing for Union or party membership or the collection of union or party dues, funds, funds and contributions on the Company premises without written permission of the Manager.
22. Irresponsible action resulting in damage to any goods or property and Company's premises.
23. Not taking reasonable precaution to safeguard the Company's property to prevent accident or damage to it.
24. Organising holding, attending or taking part in any meeting or gathering within the Factory premises without the prior permission of the Manager.

25. Disclosing to any person information in regard to process
26. Gambling within the Company's premises.
27. Smoking within the Company's premises in places where it is prohibited.
28. Conducting within the Company, which is likely to endanger the fire or safety of any person.
29. Failure to report at once to his superior or Manager any defect which an employee may notice in any equipment connection.
30. Failure to use safety equipment, provided by the Company, while at work, failure to observe safety instructions viz unauthorised removal of safety guards, fences or other safety devices.
31. Not immediately reporting any defect or occurrence which an employee may notice and which an employee may notice and endanger himself or any other person or might result in damage to Company's or any person's property,
32. Giving false information regarding his name, age, address, father's name, qualifications or previous service at the time of employment or thereafter.
33. Interfering with the record of attendance or means of recording attendance of himself or any other employee or wilful falsification, defacement, or destruction of any records of the Company.
34. Conviction by any Court of Law for any criminal offence.
35. Making or giving a false statement before a superior at forging the signature of a superior.
36. Distributing or exhibiting within the Factory premises any hand-bills, newspapers, pamphlets, posters or causing to be displayed by means of signs or writing or other visible representation of any matter without the previous sanction of the Manager.

37. Possession of any lethal weapon on the Company's premises without the permission of the Manager.
38. Unauthorised use of forcible occupation of the Company's quarters.
39. Wilful and serious, defect in workmanship.
40. Money lending or borrowing amongst factory workers or employees.
41. The commission of a minor misconduct after two previous warnings, or fines, or suspension or the habitual breach of any of law or rules applicable to the Factory,
42. Instigation, incitement, abetment or furtherance of any of the above acts of misconduct.
43. Leaving the normal working place before the arrival of the reliever.
44. Insubordination or disobedience of any kind, alone or in combination with others.
45. Refusal to offer himself to interrogation or to sign any statement recording his answers.
46. Refusal to accept any communications, notice, order or other paper from the Company against receipt,
47. Contravention of these Standing Orders or any rules made thereunder.
48. Blocking or obstructing the gate or gates of the Company/ Factory establishment or office; breaching or inciting violence; use of offensive words towards any officer(s), colleagues, Company's clients or customers concerning the Company's affairs.

49. Engaging in other employment or trade or calling whilst in service.
50. Careless and negligent work/laziness and inefficiency.
51. Quarelling which may have subversive effect on Factory discipline.
52. Not taking proper care clean and tidy of tools gauges, jobs, fixtures or drawings, machines etc. entrusted to him.
53. Use of any areas for maintary purpose other than the facilities provided by the Management for this purpose.
54. Clocking any other cimplooyees' time card, defacing or altering his own or another employee's card or time sheet, tempering with punching clock and other record related with attendance.
55. Showing or exhibiting any private parts of body and indulging in indecent jokes and house lay with co-workers of the Establishment.
56. Failure or refusal to perform physical exercise at commencement of the Shift timings.
57. Breach of any Standing or of any law applicable to the factory or any rules made thereunder.
58. Habitual late attendance.
59. Engaging in unauthorised trade within the premises of the Factory.
60. Having in one's possession or being a party to alcoholic beverages on the plant site/or in building including the colony of the Company unless approved by the Manager.
61. Neglect of work, gross or habitual negligence towards work/duty.

62. Bring people foreign to the Company property irrespective of their relationship without obtaining prior written permission from the Management.
63. Not obeying instructions and/or wilfully refraining from doing or conduction drill practice, training for first aid, air raid when required to do so.
64. Threatning and intimidating any employee and visitor within the Factory premises and precincts thereof including housing colony,
65. Not reporting to the Factory Doctor for any contagious or serious illness/disease (including general) sickness or illness from which the employee may suffering.
66. Napping, dozing during the working hours.
67. Wrongful confinement obstructing, entry, exist of others for coming in and going out of the Factory premises in connection with duty.
68. Blackening or spitting of another persons face.
69. Preaching cessation of any part of the country or generating ill feeling or animosity against any person, community, religion, caste or race.
70. Remaining on Factory premises while not on duty without written permission of the manager or any other person authorised in this behalf.
71. Calling upon or persuading or inviting a workman or an employee of essential and confidential services to stop the work or go to on strike, or commit any act or commission adversely effecting day to day normal working of the establishment.
72. Interfering with the work or attempt to interfere with duties or other employ(s) at the Factory including at subversive effect on normal working of the Factory.

73. Writting of anonymous letters and making anonymous telephone calls or criticising or threat superiors officers or any other worker of the Company.
74. Making or giving false complaint/report or statement before a superior or co-workers.
75. Making unusual or un-necessary waste.
76. Spreading false reumour,
77. Allowing an unauthorised person to operate his machine.
78. Acting, agitating or breaking violating any agreement or award applicable and binding upon the Company and the workman.
79. Illegal confirmation and dharna, gaherao or employer, Management or immediate supervisor or any officer of any other workmen inside or outside the Factory.
80. Driving the Company's vehicle without proper and valid licence issued by a competent authority and or taking the vehicle outside the Factory premises without the written permission of the Manager including non-adherence of safety regulations concerning diriving or vehicle within or outside the Factory premises.
81. Refusal to work on overtime or attend urgent matters at any time without reasonable and justified explanation.
82. Proceeding on leave and remaining absent from work/duty even after the refual of leave by the Manager or competent authority.
83. Any act involving molestation or abetment to molestation and rape or abetment to rape, indulging or abetment or indulge in any act home sex utility within the Factory premises and precints thereof including housing,

84. Booking of excess production.

85. Shouting of slogans in combination of others or in individual capacity in the Factory premises/working place and precincts thereof including the housing colony.

86. The notice shall be communicated as per the communicated method specified in the Standing Orders.