

## **EMPLOYEE SERVICE RULES**

### **1. SHORT TITLE AND COMMENCEMENT**

- ❖ These Rules may be called the Employee service Rules of IQ Software Services (P) Ltd.
- ❖ These Rules shall come into force with effect from January 2008

### **2. DEFINITIONS:**

In these Rules unless there is anything repugnant to the subject or context.

- ❖ 'Company' shall mean IQ Software Services (P) Limited
- ❖ 'Board' shall mean the Board of Directors of the Company.
- ❖ 'Management' shall mean the Board of Directors, the Managing Director, or a whole time Director, any Executive of the Company so authorized by the Board or by the Managing Director, and to the extent the context permits shall include any employee who is superior in rank or cadre.
- ❖ 'Probationer' shall mean an employee who is provisionally employed on probation with a view to being considered for appointment on the permanent rolls of the company.
- ❖ 'Trainee' shall mean an employee appointed as a Trainee under any training scheme framed by the company but shall not include apprentice trainees appointed under any enactment.
- ❖ Employee shall mean an employee who has been appointed either on probation or on the permanent rolls of the Company and shall include a Temporary Employee, a trainee and any employee whose services have been seconded to the Company by any other Organization.
- ❖ 'Temporary' employee shall mean an employee who has been engaged for work which is of an essential temporary nature expected to be finished within a limited period of time.
- ❖ 'Rules' shall mean the Employees' Service Rules of IQ Software Services (P) Ltd as in force from time to time.
- ❖ Words importing the masculine gender shall include the feminine gender while words importing the singular number shall include the plural number, and vice versa.

### **1. SCOPE AND APPLICABILITY:**

These rules shall apply to all employees save and except:

- ❖ Any employee who has been engaged on fixed tenure basis and whose contract of service prescribes a deviation from these Rules, but only to the extent of such deviation.
- ❖ Any employee whose services have been lent or seconded to another Company or Organization whose Service Rules prescribe a deviation from these Rules, but only to the extent of such deviation.
- ❖ Any employee who may be excluded by the Management from the operation of all or any of these Rules.

### **2. OBSERVANCE OF RULES, ETC**

An Employee shall conform to and abide by these Rules and shall observe, comply with and obey all orders and directions, which may be given to him from time to time by his superiors. He shall also observe and abide by all instructions issued by the Management from time to time on each subject, details of which are to be found in the latest Circulars or Instructions issued by the Company from

time to time. Breach of any of these Rules will be taken cognizance of any and may invite disciplinary action. It is clarified that if the Management condones violation of any of the Rules at any time or takes no disciplinary action against an Employee having regards to the facts and circumstances of a particular case, such decision shall not under any circumstances be construed or deemed to mean that the relevant Rule stands altered in any way or that its efficacy stands reduced.

### **3. SERVICE RULES TO PREVAIL**

If any Letter of Appointment or correspondence with an employee contains anything, which is in any way contradictory or is in conflict with anything contained in these Rules then, unless the Management agrees otherwise, the Rules herein contained, shall prevail. Provided further that in the case of an employee who has had the benefit of his original appointment in the Company, he shall be deemed to have accepted promotion on the clear understanding and condition that these rules shall apply in all respects and all stipulations in his original Letter of Appointment shall cease to be relevant with regard to any matter which is covered by or prescribed in these Rules.

### **4. APPOINTING AND DISCIPLINARY AUTHORITY**

The Appointing and Disciplinary Authority in respect of employees of the Company shall for all purposes be the COO/Director/Managing Director or his authorized representative.

### **5. PURSUIT QF EXCELLENCE**

- ❖ An employee shall apply himself diligently at all times to the pursuit of excellence in everything he does, whether on duty or not.
- ❖ In this, amongst other things, lies the building and preservation of his image, and the image of the Company. An Employee shall, therefore, set a good example and make sure that his conduct is exemplary.

### **6. TOTALITY OF COMMITMENT**

- ❖ Total commitment to the Company and dedication to its best interests is essential. An employee shall, therefore, at all times diligently and faithfully serve the Company and devote his whole time and attention exclusively to the business and best interest of the Company. He shall carry out his duties in the best and most effective manner with all the skill and ability at his command and shall at no time act in a manner prejudicial to the name, reputation or best interests of the Company.
- ❖ Without the Company's prior consent in writing, an employee shall not under any circumstances, whether in his own name or that of his spouse, child, parent or any other relative, engage in or be associated with:
  - a) Commercial activity of any kind of work for financial gain or reward:
  - b) Any activity that may amount to rendering of service to anyone other than the Company for reward, compensation or financial gain of any kind.
  - c) Acceptance of any remuneration or reward, whether in cash or kind, from anyone for services rendered.
- ❖ It is, however, clarified that personal investments and income accruing there from and reward flowing from participation in hobbies and sports as an amateur are excluded from the scope of this Rule so long as such activity does not amount to carrying on a business or vocation.
- ❖ The Company is secular in thought and deed and has no bias for or against caste, creed, nationality, color or ethnic background. It firmly believes that religion, politics, faith and beliefs are the personal privilege, prerogative and freedom of each person. But it also believes that each freedom carries with it corresponding responsibilities and obligations. It is essential, therefore,

that the observance and practice of all such rights and privileges does not at any time impinge in any way upon the rights and privileges of others, or cause injury to their feelings and susceptibilities, or create an impression of the Company which is inconsistent or incorrect.

#### **7. DECRYING COMPETITION**

At no time shall an employee decry a competitive organization or any of its products. Nobody believes such-comments anyway and such conduct reflects poorly upon the employee and the company. The Company, therefore, views any such behavior seriously. An employee should adhere to the principle that all competitors are good, but the Company is better.

#### **8. OBSERVANCE OF ECONOMY**

- ❖ An employee shall at all times observe all possible economy and strive for elimination of waste of any kind and wasteful or needless expenditure.
- ❖ An employee shall look after the Company's property and money as if it was his own but under no circumstances shall he use it for his own purpose or benefit.

#### **9. PRODUCTIVITY AND PROFICIENCY**

- ❖ The Company lays stress on productivity and an employee shall use all his knowledge and skill to achieve maximum productivity from men and machines consistent with quality. He shall at all times strive to achieve an effective and result oriented system of work towards this end.
- ❖ A disciplined work environment is a continuous requirement of the Company. This can best be accomplished through an employee's own exemplary conduct. A basic framework of do's and don'ts for achieving desired objectives is indicated below for every employee to follow in earnest.

He shall:

- a) Conduct himself at all times in a manner which will enhance both his and the reputation of the Company.
- b) Work with utmost dedication and commitment
- c) Set targets for himself and for his subordinates and adopt a result oriented approach for their accomplishment
- d) Be courteous and polite at all times
- e) Do nothing which is unbecoming of an employee
- f) Not commit any act subversive of discipline or which amounts to misconduct, involves moral turpitude, or is a criminal offence.
- g) Not act in a manner prejudicial to the best interest of the Company.

#### **10. PURSUING HIGHER STUDIES.**

Permission for pursuing higher studies in work related or relevant subjects may be favorably considered by the Management provided an employee absence does not interfere unduly with Organizational effectiveness or execution of the Company's operations. The employee is expected to seek prior permission before considering any attempt to pursue any higher education program.

#### **11. TRAINING**

An Employee shall be bound to undertake such Training, Induction and / or Refresher Course as the Management may decide from time to time.

#### **12. MEDICAL FITNESS**

- ❖ The appointment of an employee is subject to his being found medically fit by a Registered Medical Practitioner.
- ❖ Further, at any time and from time to time during the service in the Company, an Employee may be required to undergo medical examination(s) or check-up(s) by the registered Medical Employee and the Employee shall be obliged to comply with such requirements and shall undertake necessary treatment as advised.
- ❖ The Company reserves the right to require an Employee to appear before the Company's Medical officer and undergo all necessary tests and examinations to determine at any point in time whether or not he is medically fit to continue in the services of the Company. And the Employee shall be bound to comply with this requirement. An Employee is liable to be discharged at any time from the services of the Company on being found medically unfit to continue in the Company's service and the opinion of the registered Medical Employee in this regard shall be final.

### **13. AGE**

- ❖ An Employee must declare at the time of his appointment his date of birth according to the Christian era and produce the documentary evidence such as a birth Certificate, or such other evidence as may be acceptable to the Management.
- ❖ The date of birth of an Employee once entered in the records of the Company shall be the sole evidence of his age in relation to all matters pertaining to his service. Cases where the date of birth of an Employee has already been decided on or before the date when these Rules came into force shall not be re-opened.

### **14. PROBATION AND CONFIRMATION**

- ❖ An Employee on first appointment in the service of the Company may be placed on probation for a period of six months or such other period as may be specified in his Letter of Appointment. During the period of probation his performance will be watched with a view to determining his suitability for confirmation in the service of the Company.
- ❖ The period of probation may be extended at the discretion of the Management for a further period of six months or more. On satisfactory completion of the initial or extended period of probation, the Company shall issue a formal order of confirmation. An Employee will be deemed to be on probation until confirmed in writing. During the probationary period his services are liable to be terminated at any time, without assigning any reasons, by giving such notice as is prescribed in the Letter of Appointment or in these Rules, or on payment of salary in lieu thereof.

### **15. TRANSFERS**

An Employee shall be liable to be transferred to any of the Offices/Branches of the Company, its subsidiary Companies, or Companies in the same Group or under the same Management, or Associated Companies either in India or abroad, as may be decided by the Management from time to time and the Employee shall comply with such orders. Refusal to comply with Transfer Orders will constitute an act of indiscipline and shall be dealt with accordingly. Further, if the transfer refused is accompanied by the promotion, the promotion will also be deemed to have been declined by the Employee.

### **16. COMPLIANCE WITH ALL LAWS, REGULATIONS ETC.**

An Employee shall keep himself abreast with, and give due recognition and respect to the latest Laws, Rules & Regulations, Notifications, Control Orders etc, of the Central, State or Local Governments relating to or having a bearing on the assignment/duties entrusted to him from time to time by the Company.

### **17. HOURS OF WORK AND ATTENDANCE**

- ❖ An Employee shall comply with such instructions as are issued by the Management from time to time relating to attendance, arrival at and departure from work place, the period and hours of work, etc. He shall report punctually for work at commencement and at the end of each authorized break, as may be stipulated. We follow a 5 day week, 8 hours a day.
- ❖ An Employee shall mark attendance for himself alone according to the method prescribed by the Management and shall not mark attendance for any other person for any reason whatsoever.
- ❖ When the exigencies of work demand or when so required by the Management, an employee shall willingly work before or beyond normal working hours and/or on holidays.

#### **18. MEMBERSHIP OF PROVIDENT FUND SCHEME**

An Employee shall become a member of the Employee Provident Fund scheme as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act - 1952.

#### **19. HOLIDAYS**

A list of holidays or closed days shall be notified by the Management, at the beginning of each year or at any time thereafter, as considered necessary.

#### **20. LEAVE**

##### **LEAVE RULES:**

Leave Rules may be amended, altered or changed from time to time, including the amount of leave of each kind which may be availed of in each year. As Leave Rules are liable to change from time to time, some of the basic rules governing leave of different kinds presently are reproduced hereunder but, in the event of any contradiction or conflict the leave rules in force at the time shall have precedence and shall prevail regardless of what is stated herein.

##### **LEAVE YEAR:**

Unless otherwise prescribed in the Leave Rules, for the purpose of leave the year shall commence on 1st April of each year and end on the 31st March of the succeeding year.

##### **TYPES OF LEAVE:**

- a) Casual Leave
- b) Privilege Leave
- c) Sick Leave

##### **CASUAL LEAVE**

- ❖ As the term indicates, Casual Leave is intended to be utilized for contingencies requiring casual absence from work and must be duly sanctioned. Normally, such sanction must be obtained in advance. When this is not possible for any valid reason, it is the duty of an Employee to intimate to his Superior(s) that he is unable to attend and obtain his/their consent for his absence.
- ❖ Entitlement – 5 days in a calendar year.

##### **PRIVILEGE LEAVE**

- ❖ The term privilege leave is synonymous with earned leave or annual leave and is meant for an employee's rest and recuperation. The company therefore expects that an employee will avail of privilege leave at least once in each year, and have an enjoyable holiday. So that he returns to work suitably refreshed.

- ❖ Entitlement: 14 days in a calendar year, to be credited upon confirmation of service in two installments of 7 days each, on the first day of April and October of every calendar year.
- ❖ Requests for Privilege leave should be made at least one week in advance.
- ❖ Privilege Leave can be availed of not more than two times in a year. However, the Management may allow Privilege Leave on more than two occasions in a year keeping in view the special circumstances of a case. All reasonable requests for Leave will normally be granted but no leave can be claimed as a matter of right and will be sanctioned having regard to the exigencies of work and the needs of the moment. If required, at the beginning of a Leave Year an Employee shall indicate his Leave Plans for that year so that, consistent with periods of absence of other Employees, an annual roster of Leave to Employees may be planned.
- ❖ An Employee on Privilege Leave may be recalled for duty, and shall comply, whenever the Company deems fit to do so.

#### **SICK LEAVE**

- ❖ Sick Leave will normally be granted only on production of a Medical Certificate from a Medical Practitioner acceptable to the Company, but this requirement may be waived if the period of absence on grounds of sickness is of short duration not exceeding two days. Such waiver may not be granted if absence on grounds of sickness is in continuation of or prefixed to any other kind of leave.
- ❖ Entitlement: 7 days in a calendar year.

#### **RESUMPTION OF DUTY**

An Employee shall resume duty immediately on expiry of leave sanctioned to him unless extension has been applied for in advance and sanctioned in writing by the Company. If sanction in respect of extension of leave is not received in time by the Employee, it must be presumed to have been refused.

#### **ACCUMULATION OF LEAVE**

No kind of leave may be accumulated.

#### **21. OFFICIAL TOURS**

- ❖ An Employee shall be bound to proceed on tour in the course of duty to any place in India or abroad, as and when required by the Company. Subject to the rules in force from time to time, the cost of such tours shall be borne by the Company but an Employee on tour has a duty to observe all possible economy in expense and avoid needless or wasteful expenditure.
- ❖ Except with prior approval of the Management, official tours may not be linked with any kind of leave, or tours are willfully arranged at any time in conjunction with leave of any kind or connected with personal visits or work.

#### **TOUR EXPENSES**

With a view to minimizing the burden of expenditure on tour the Company will, as far as possible, assist by purchasing air tickets, rail tickets, hotel vouchers, etc. in advance. However, an Employee is expected to bear various tour expenses himself and claim reimbursement from the Company as per rules in force at convenient stages of a prolonged tour or on return to headquarters as the case may be. If heavy expenditure on tour is envisaged, either due to the length of tour or otherwise, the Company may provide an appropriate advance to be adjusted immediately on return of the Employee to his place of posting but such advances are normally discouraged by the Company and delay in their adjustment is viewed seriously and with disfavor.

#### **TRAVEL EXPENDITURE BILLS**

On the conclusion of each tour an employee shall submit immediately his Travel Expenses bill and deposit with the Company any unutilized advance.

#### **OVERCHARGING**

Regardless of an Employee entitlement with regard to class of travel, type of hotel or any other amenity, an Employee is entitled to no more than reimbursement of the actual expenses he has incurred or the applicable amount of Daily Allowance. Any attempt to claim more than the applicable Daily Allowance or the actual expenses incurred amounts to dishonesty and shall be dealt with accordingly.

#### **22. DEDUCTIONS FROM SALARY**

The Company shall be entitled to make deductions from the salary of an Employee for all or any of the following purpose:

- a) Amenities and services supplied by the Company
- b) Recovery of advances or adjustments of excess payments on any account
- c) Income Tax or any other tax, cess, levy, or surcharge of any kind imposed by the Government and required to be deducted at source.
- d) Deductions required to be made by law or by orders of a Court or other authority competent to make such an order
- e) Refund of any advance taken from the Employee's Provident Fund
- f) Deductions made with the written authorization of an employee for payment of Life Insurance Premium, refund of loans of any kind, etc.
- g) Deduction of amounts due to the Company by an Employee on any account
- h) Unauthorized absence from duty, or leave without pay or on reduced pay as may be sanctioned
- i) Damage to loss of goods or money entrusted to an Employee and left in his custody or care, or for loss of money for which he is accountable.
- j) Dues of any Company recognized Society
- k) Any other legitimate deductions.

#### **23. AGE OF RETIREMENT**

Save and except as provided here under, an employee shall retire, from the service of the company following the date on which he attains the age of 60 years. Provided that the Management may, at its absolute discretion, extend the service of an Employee who has attained the age of 60 years for such period or periods as it deems fit in the interest of the Company or alternatively, re-appoint him in such position on such terms and conditions as it considers fit in its sole discretion. Any such step shall not set a precedent, nor shall it be deemed to alter in any way the normal age of retirement.

Provided further that in the case of any Employee whose appointment is subject to or governed by:

- a. The Companies Act and/or approval of the Central Government and/or approval of the shareholders of the Company.
- b. A time-bound contract with the Company, including extension of service granted for a specified period (s) of time, the date of retirement shall be such date as is prescribed in his appointment/extension of service or as may be decided by the Board.

#### **24. CHANGE IN ADDRESS, MARTIAL STATUS OR SIZE OF FAMILY**

It shall be the responsibility of an Employee to inform the Company in writing of any change in his address or in his marital status, or in the size and composition of his family, and this should be done

as soon as the change occurs. If this is not done, should any complications arise out of such omission; the Company will not be responsible.

## **25. SECRECY**

- ❖ By its very nature, the position occupied by an Employee is one of trust and confidence. Because confidence is placed in him and he is trusted, he will have access to a great deal of confidential or secret information and material, whether technical or otherwise, or it may pass through his hands, or be entrusted to him for safekeeping. It is of the utmost importance that this trust is not betrayed at any time, whether wittingly or unwittingly.
- ❖ Because the position of an Employee is one of trust and confidence, if that trust and confidence is lost at any time there is no future in the Company for that Employee. This should be remembered at all times.
- ❖ Except with the prior approval of the Company in writing or to the extent rendered necessary by process of law, during his service in the Company and thereafter an Employee shall not orally or in writing or in any other way communicate or disclose, or cause to be disclosed, to any unauthorized person(s) or to any member(s) of the public or through any paper, journal, book, pamphlet or leaflet, any information or document(s) of a secret or confidential nature relating in any way to the Company's business or records, including:
  - a) Any Process or Engineering particulars and parameters
  - b) Any details of cost of production of all or any of the Company's products
  - c) Any information with regard to Sales or Purchases made by the Company, or relating to the Company's Accounts and other records
  - d) Any disputes or claims by or against the Company in or outside Courts of Law.

## **26. USE OF UNIFORMS, IDENTITY CARDS, ETC.**

If it is the Company's practice in any office to provide Uniforms and/or Identity Cards of any kind for Employees, their use in accordance with the Company's directives or instructions are mandatory. Whilst in the Company's premises Identity Cards must be displayed or carried on the person at all times and must be produced and shown on demand when required to do so by security personnel or by the Management.

## **27. DRESS & OBSERVANCE OF CLEANLINESS**

- ❖ An Employee shall at all time be appropriately and properly dressed.
- ❖ An Employee shall at all times observe a high standard of cleanliness, both personal and otherwise. It is his duty to ensure that his workplace, his living quarters and the surroundings and precincts are kept clean and trim. No litter should be allowed to lie around and no litter should be thrown anywhere except in defined litterbins. When clean and neat personal clothing and appearance accompany these conditions, the image of an Employee and the Company is enhanced

## **28. SECURITY**

### **❖ INTERNET AND EMAIL POLICY**

Voice mail, email, and Internet usage assigned to an employee's computer or telephone extensions are solely for the purpose of conducting Company business. Some job responsibilities at the Company require access to the Internet and the use of software in addition to the Microsoft Office suite of products.

Only people appropriately authorized, for Company purposes, may use the Internet or access additional software.



❖ **SOFTWARE ACCESS PROCEDURE**

Software needed, in addition to the Microsoft Office suite of products, must be authorized by your supervisor and downloaded by the IT department. If you need access to software, not currently on the Company network, talk with your supervisor and consult with the IT department.

❖ **INTERNET USAGE**

Internet use, on Company time, is authorized to conduct Company business only. Internet use brings the possibility of breaches to the security of confidential Company information. Internet use also creates the possibility of contamination to our system via viruses or spyware. Spyware allows unauthorized people, outside the Company, potential access to Company passwords and other confidential information.

Removing such programs from the Company network requires IT staff to invest time and attention that is better devoted to progress. For this reason, and to assure the use of work time appropriately for work, we ask staff members to limit Internet use.

Additionally, under no circumstances may Company computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related Internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

**EMAIL USAGE AT COMPANY**

Email is also to be used for Company business only. Company confidential information must not be shared outside of the Company, without authorization, at any time. You are also not to conduct personal business using the Company computer or email.

Please keep this in mind, also, as you consider forwarding non-business emails to associates, family or friends. Non-business related emails waste company time and attention.

Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to our sexual harassment policy.

**EMAILS THAT DISCRIMINATE**

Any emails that discriminate against employees by virtue of any protected classification including race, gender, nationality, religion, and so forth, will be dealt with according to the harassment policy.

These emails are prohibited at the Company. Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

**COMPANY OWNS EMPLOYEE EMAIL**

Keep in mind that the Company owns any communication sent via email or that is stored on company equipment. Management and other authorized staff have the right to access any material in your email or on your computer at any time. Please do not consider your electronic communication, storage or access to be private if it is created or stored at work.

**COMPANY PROPERTY TAKEN OUT OF COMPANY PREMISES**

Company property (including Registers and Books, Drawings, Blueprints, Technical data and information, and files or papers of any kind) may not be removed from the Company's premises without prior permission of the Company in writing as detailed below: -

- a) **From any office** - Permission may be granted by an Employee of a rank not less than Functional Head / Branch Manager, or someone officiating in that capacity.

**RIGHT OF SEARCH**

The Management and Security Personnel have the authority to conduct spot checks or searches on a random basis or otherwise of lockers, automobiles, motorcycle and scooter panniers, packages, bags of any kind, briefcases or other personal property, or conduct a personal search of any person and it is obligatory for an employee to co-operate and comply with this requirement.

#### **29. PHOTOGRAPHY**

- ❖ In office premises the taking of photographs is totally prohibited unless specially authorized.
- ❖ Photography of company papers, documents, drawings, or records or accounts of any kind is strictly prohibited. This prohibition is equally applicable to Photocopying, microfilming, or any other form or method of reproduction except as and to extent required for the Company's own business and purposes.

#### **30. SAFETY**

- ❖ The Company abhors accidents, acts of God apart; it believes that accidents do not happen, they are caused. Accidents cause injuries, pain and suffering, disruption of productive work, and financial loss. They can and must be prevented.
- ❖ An Employees well-being is of concern to the Company, along with the safety of all others, employees, visitors and public at large.
- ❖ As an Employee of the Company, he is responsible for his own safety and the safety of all others, especially those who work for him or with him. He must use good judgment and a sound sense of anticipation in ensuring that no accident occurs, and he must stop any dangerous practice when he sees it.
- ❖ He is also responsible for ensuring that suitable facilities are installed and readily available at hand to render succor or aid to the injured in case an accident does occur.

#### **31. RETURN OF COMPANY'S PROPERTY ETC:**

- ❖ Before leaving the service of the Company an Employee shall return to the Company in good order and condition all property or equipments, including documents, papers and files, belonging to the Company or relating to its business. The cost of any equipments or property not safely returned to the Company shall be deductible from the Employee's pay or other amounts due to him on any account, or shall be otherwise recoverable, and the Employee shall be responsible for all costs and consequences thereof.
- ❖ If an Employee is in occupation of any residential premises, whether Company-owned or on lease with the Company, immediately on termination of his employment by the Company he shall hand over to the Company in good order and condition vacant possession of such premises, failing which the Company shall have the right to recover possession of the premises by any process of eviction considered appropriate in the circumstances by the Management, including criminal proceedings.

#### **32. GAMBLING**

Small bets for small stakes aside, gambling or speculation for stakes larger than one can comfortably afford reflects poorly on the image of an Employee, and that of the Company. It is, therefore, frowned upon by the Company and is likely to be taken cognizance of.

#### **33. DRUNKENNESS AND DISORDERLY BEHAVIOUR**

- ❖ Drunkenness, use of drugs and narcotics in particular and disorderly behavior of any kind are frowned upon by society and reflect poorly on the image of an Employee, and that of the Company.

- ❖ Each one of them is objectionable and will be taken cognizance of.

### **34. CONDUCT VIOLATIONS**

Misdemeanors of offences are of many kinds and vary in gravity. The more serious ones amount to misconduct. Repeated misdemeanors, even though of different kinds, may also amount to misconduct. All misdemeanors will be taken note of and may invite disciplinary action, which may extend to dismissal. The under noted list of offences or misdemeanors is illustrative and by no means exhaustive. The gravity of an offence will be assessed by the Management and will determine what action should be taken considering the facts and circumstances of each case;

- ❖ Any act unbecoming of an Employee and a Gentleman
- ❖ Displaying disrespect for elders or superiors
- ❖ Acting in a manner prejudicial to the Company's interest or name
- ❖ Abuse of perquisites, benefits or facilities provided by the Company
- ❖ Not observing proper hours of work and marking of attendance
- ❖ Disregard of proper dress, cleanliness, health or environment
- ❖ Any act displaying lack of integrity, sincerity, discipline, humility courtesy or consideration for others
- ❖ Infringement of Company Rules, Standing Instructions etc.
- ❖ Refusal to comply with transfer orders
- ❖ Gambling
- ❖ Drunkenness
- ❖ Direct or indirect involvement with drugs or narcotics
- ❖ Disorderly behavior
- ❖ Doing other work for pecuniary gain
- ❖ Disregard of safety of oneself and others
- ❖ Indiscipline
- ❖ Refusal to carry out lawful orders
- ❖ Disregard of laws and regulations
- ❖ Protracted or recurring absence without leave
- ❖ Cheating, overcharging or manipulation of account
- ❖ Tampering with records of any kind
- ❖ Divulging secret or confidential information
- ❖ Willful or negligent damage to Company property or property of others
- ❖ Un-warranted extravagance or waste of Company's property or money
- ❖ Failure to return Company's property or money
- ❖ Misappropriation or conversion of Company's property or money to one's own use
- ❖ Unauthorized use of company's name, property or money for ones own purpose

- ❖ Any act involving moral turpitude
- ❖ Any criminal act
- ❖ Breach of these Rules

### **35. TERMINATION OF SERVICE/RESIGNATION**

The Company or the Employee may bring to end the Employer-Employee relationship by giving Notice in writing, or salary in lieu thereof provided hereunder:

- I) During Probation : One week
- II) After Confirmation : Two months

Acceptance of salary in lieu of notice period from an Employee shall however, be at the absolute discretion of the Management.

### **36. ISSUE OF SERVICE CERTIFICATE ON TERMINATION OF SERVICE**

At the time of discharge, dismissal, termination of service or resignation, an Employee shall on request be furnished with a Relieving Certificate & Recommendation Certificate.

### **37. AMENDMENTS AND INTERPRETATION OF SERVICE RULES**

- ❖ These Rules may be added to, subtracted from, amended, modified, altered or rescinded from time to time by the Board or by the Managing Director /Director and shall take effect in accordance with the orders issued.
- ❖ All additions, amendments to or modifications, alterations or charges in these Rules shall be notified from time to time.
- ❖ If any doubt arises relating to the interpretation of any of these Rules, the decision of the Managing Director /Director thereon shall be final and binding.