



# Separation Policy

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Effective 1 September 2021

## Document Control

Employee Handbook					
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## Approvals

Heading	Name	Designation	Date (s)
Prepared by	Raveendran Puravankara Kirankumar Dhiware		18 July 2021
Reviewed By	Policy Review Committee		18 Aug 2021
Final Approved by	Amol Gupta	People Leader – India & Philippines	31 Aug 2021

## Revision History

S. No	Ver. From	Ver. To	Date of Change	Changes made
1	1.0	1.1	12 Sep 2022	Removed “The notice pay recovery will attract GST @ 18%” from Section Full and Final Settlement > Recoveries.

## Objective

To define and lay down the guidelines / procedures for Employee separation. To facilitate subsequent transition and to approach the process with a sense of mutual respect.

## General

FIS is committed to follow all applicable State and statutory employment laws/regulations prevalent in India while processing any separation formalities for its Employees.

The People Office would complete the separation process for separating Employees' adhering to the Principles of Natural Justice.

## Applicability

The policy is applicable to the following categories of Employees:

- Regular - Full-time

Following categories of Employees are excluded:

- Contingent Workers

## Resignation Types

These guidelines apply to all separating Employees on the payroll of FIS in India.

Separation can be of following nature:

- Voluntary Resignation:** An Employee can resign from employment with the Organization by providing notice as described in Section **Notice Period** in this document. The Organization may at its sole discretion waive / extend all or part of the notice or allow the Employee to pay in lieu of the notice.
- Termination without Cause by the Organization:** The Organization may terminate services of an Employee without cause at any time by giving notice or salary\* in lieu thereof as described in Section **Notice Period** in this document. If employment is terminated without cause, Employee shall be entitled to accrued obligations and accrued performance benefits, if any.
- Termination during Probation:** During the probation period, either party may terminate the employment by giving one month's notice or one month's salary\* in lieu of notice, to the other party, subject to the release date being approved by the Reporting Manager.
- Termination for Cause by Organization:** Notwithstanding anything mentioned in this Appointment Letter, the Organization may also terminate employment for Cause as defined in clause (f) below with immediate effect, without any notice or payment in lieu of notice.
- Retirement:** An Employee will automatically retire from the Organization on attaining the age of 60 years. An extension may, however, be given at the discretion of the Organization.

**Termination for Cause by Organization means:** A willful failure by an Employee to substantially perform the duties and responsibilities, breach of Organization policies and Code of Business Conduct and Ethics and the commission of theft, fraud, breach of trust or any material act of dishonesty involving the Organization or its Affiliates.

*\*Salary = Base Pay excluding Employer PF contribution*

- f. **Relinquishment of Employment:** In case an Employee is absent from duty for 5 (Five) consecutive days or more or extend leaves without consent of management beyond originally granted leaves, they shall be deemed to have left and relinquished the employment. Such automatic relinquishment of employment shall be deemed as repudiation of the contract of employment by the Employee, and not as a termination of the service by the Organization.

## Notice Period

Description	Notice Period
BPO Employees (Team Member, Team Coach and Team Leaders)	30 days
Rest of the Organization	75 days
During probation period	30 days

Notice period is calculated based on calendar days. In case the last working day is falling on a weekly off's (Saturday or Sunday) or published Holidays, Employees can be relieved on previous working day. In such case approval is not required for early release and notice pay waive off.

Employees are expected to serve the Organization diligently during this period of notice, in accordance with all applicable Organization policies.

## Separation process

In case an Employee is intended to resign from the services of the Organization, they need to submit the resignation in Workday by initiating "Resign" Business Process. [On the Workday Page, Employee goes to their Profile > Actions > Job Change > Resign].

The Supervisor needs to take an action on the resignation submitted by team member within 7 working days of initiating resignation in Workday.

## Early Release

In case an Employee requests for an early release prior to completion of the notice period, the Organization reserves the discretion to grant an early release with recovery of shortfall in notice period with necessary approval by L5 Leaders (minimum Associate Director and above).

Organization may waive off notice period based on request of an Employee in extreme circumstances [medical conditions, etc]. Such waiver should be approved by L4 Leaders (Vice President and above) and TPO BP Leads.

Organization reserves the right to release an Employee prior to completion of notices period. In such case Organization will pay Notice Pay for the remaining period of notice period.

## Exit Clearance

Exit clearance will be initiated after the approval of resignation in Workday. Workday will generate and send notifications to respective stake holders (IT, Facility, Finance, Payroll). Employee is expected to complete the Exit clearance on or after their Last working day. Subject to clearance from all stake holders, a Service Certificate will be generated and sent to Employee's personal e-mail ID registered with the Company.

## Organization Assets

Employees are expected to return to FIS all property currently in their possession belonging or relating to FIS or any Group Companies. Such property includes but is not limited to, records and business documents (both hard-copy and electronic; both originals and copies), and other materials such as computer disks and tapes, computer programs and software, office keys, access card, correspondence, files, customer lists, technical information, customer information, pricing information, business strategies and plans, sales records and all equipment such as laptops, printers and cell phones belonging or relating to FIS or any Group Companies. Employee further agree that they will not retain any copies of any such property belonging or relating to FIS or any Group Organization. FIS reserves the right to deduct from their salary / Full and final settlement or any other payment due to them, the cost of any Organization equipment not returned.

## Full and Final Settlement

Full and final settlement will be processed within 60 days of completion of Exit Clearance. Salary for the last month of notice period will be kept on hold and will be released along with full and final settlement. Following are the components considered for Full and Final Settlement.

### Payments

Salary	Salary for the last month of notice, [till last working day],
Leave Encashment	Accrued PL till last working day, as per Leave Policy. Encashment amount is calculated based on Monthly Base pay excluding Employer PF contribution with month taken as 22 days i.e. (Base Pay – Employer PF Contribution / 22 days) X (No. of Leaves to encashed).
Performance Incentive	Employee shall not be eligible to receive variable pay, if any, if they voluntarily quit the services of the Organization before the incentive payout.
Notice Pay	Notice Pay, if applicable, will be calculated based on Monthly Base pay excluding Employer PF contribution.
Shift Allowance	As per shift working detail provided by Supervisor
WFH Allowance	As per Work from Home Policy
Any other payables	As applicable at the time of separation

### Recoveries

Notice period shortfall	Recovery for Notice period shortfall will be calculated based on Monthly Base pay excluding Employer PF contribution.
Excess Leave	Leaves (CL and SL) are credited at the beginning of calendar year or on the day of joining. Any leave availed in addition to their quota as on last working day, will be recovered as per below calculation. Monthly Base pay excluding Employer PF contribution with month taken as 22 days i.e. (Base Pay – Employer PF Contribution / 22 days) X (No. of Leaves to be recovered).
Onetime payment	Payments made towards Reimbursement of Relocation Expenses, Joining Bonus, Retention Bonus etc. shall be recovered during the full and final settlement, if an Employee voluntarily separates from the



	Organization during the first year of receiving such payments OR as per payment conditions mentioned in the respective policy / letter issued. All these recoveries will attract GST @ 18%
Tuition Assistance reimbursement (TAP)	As per TAP Policy (TAP recovery will attract GST @ 18%)
WFH One Time Allowance	As per Work from Home policy (WFH Allowance recovery will attract GST @18%)
Any other Recoveries	As applicable at the time of separation

## Gratuity

An Employee will be eligible for Gratuity if they completed a continuous minimum service of 4 years and 190 days with the Organization, at the time of separation. The amount due as Gratuity will be paid to the Employee within one month of separation.

## Relinquishment of Employment

If an Employee fails to report to work for 5 (five) consecutively scheduled workdays without notice to, or approval of their Supervisor, and further does not revert within 21 calendar days of last reported to work (14 days for employees under probation period), then the Organization will consider that the Employee is no longer interested in continuing the employment and shall be deemed as repudiation of the contract of employment by the Employee, and not as a termination of the service by the Organization. Organization will follow due process in ensuring that the delinquent Employee is given sufficient opportunity to represent their case during these 14 / 21 days.

After 14 / 21 days as above, Employee 's name will be taken off from the Organization records

Organization will initiate exit clearance in absentia and subsequently full and final settlement is completed.

## Retirement

An Employee will retire from the services of the Organization on attaining the age of 60 years. An extension may, however, be given at the discretion of the Organization. The retirement benefits will then be in line with applicable statute. All dues would be paid to the Employee on retirement.

Employees will retire on the last day of the month in which they attain the retirement age.

## International Transfer

An Employee moving out of the country on Permanent Transfer to an FIS Entity in another country, will be treated in similar lines of Voluntary Termination. Such Employees should complete the exit clearance as described above and their full and final settlement will be processed.

In such case "Transfer" business process will be initiated in Workday based on advice from Mobility Team. Employee need not initiate any business process in Workday.

### International Assignment

An Employee moving out of the country for a long-term work assignment in another country – for such cases, their payroll will be moved to the host country. They will remain an Active Employee of the home country. Their leave accrual will be suspended and reinstated once returned. No full and final settlement is processed.

### Transfer to another Legal Entity within the country

Employee is moving to another Legal Entity in India voluntarily or due to IJP – such movements are considered notional exit from the original entity. Such transfers should ideally do on 1<sup>st</sup> of the month. Their notional full and final settlement is done in original entity and all liabilities are transferred to new entity. Such Employees will be issued a Transfer letter from original entity and Appointment Letter from new entity. In some cases, compensation may be restructured.

### Confidentiality and Intellectual Property

Separating Employees to remember the post-employment obligations that they have previously agreed to concerning confidentiality, intellectual property and inventions and protective covenants under contract of employment and Non-Disclosure Agreement will remain in force and effect notwithstanding the termination of employment. Please be aware that FIS views any breach of these commitments as an extremely serious matter and our expectation is that Employees will continue to fully comply with these commitments.

\*\*\*\*End of document\*\*\*\*.

Note : Please click here for the <[FAQ](#)>