

STANDING ORDERS

1. APPLICABILITY:

These Standing Orders shall come in to force in accordance with Section 7 of the Industrial Employment (Standing Orders) Act, 1946, as amended from time to time. These orders shall apply to all the Workmen as defined under Section 2(S) of the Industrial Disputes Act, 1947, working at Private Eye (P) Limited, (Security Services) and deployed at sites of the Clients of the Company in Karnataka State.

2. DEFINITIONS:

In these Standing Orders, unless there is anything repugnant in the subject or context:

(2.1) **THE COMPANY** shall mean Private Eye (P) Limited. (Security Services)

(2.2) **ESTABLISHMENT / FACTORY** means the premises of the Company situated at No. 30/9, 80 Feet Road, Indiranagar, Bangalore – 560 038 and all the Branches.

(2.3) **EMPLOYER OR MANAGEMENT** means the Managing Director, any Director of the Company, Manager or such other person or persons vested with the authority by the Company from time to time regarding the observations of execution of these Standing Orders.

(2.4) **MANAGER** means a person who is so designated for this purpose or a person for the time being managing the Establishment or any other person authorized by the Managing Director / Director to act on his behalf and on behalf of the Management for all or any of the specified purposes / functions under these Standing Orders..

(2.5) **WORKMAN** shall mean employees who fall within the definition of 'Workman' or defined under Section 2 (S) of the Industrial Disputes Act, 1947 as now existing and amended from time to time.

(2.6) **MEDICAL OFFICER** means the qualified Medical Officer for the Company and any Medical Practitioner approved or nominated by the Company from time to time and so notified.

(2.7) **NOTICE** means any notice in writing required to be given or to be posted or communicated to the workman under these Standing Orders or Company's policies or by any other law.

(2.8) **NOTICE BOARD** means the display board or boards maintained for the purposes of displaying notice/s in the establishment department, Shop Floor, Time Office, Security department, shop floor, Time office Security department or near the main gate.

(2.9) **SUPERIOR** means a Manager / Heads of the Department / Officer or any other person under whose instructions and /or supervision (direct / indirect) the workman is working or has to work and includes Supervisors and Heads of their Sections or Departments under whose directions his is supposed to work for the time being.

(2.10) **HABITUAL** means an act of commission or omission which is committed three times or more within a period of three months. .

(2.11) **GENDER AND NUMBER** wherever the singular number is used, the same shall be construed as including the plural number and the masculine gender shall be construed as including the feminine gender, If any word used in these Standing Orders , is not defined in these Standing Order., then it will have the same meaning and definition given to it under the Industrial Disputes Act, 1947, and as amended therein from time to time.

3.CLASSIFICATION OF WORKMEN:

(3.1) PERMANENT WORKMAN

Permanent Workman is a workman who is / has been appointed to fill a permanent post and also has also satisfactorily completed the period of probation as per the terms of appointment and whose appointment has been confirmed in writing by the Company through an affidavit duly confirmed by the Company to do so.

(3.2) PROBATIONER

Probationer is provisionally employed to determine the overall performance of work against a permanent vacancy and whose services to a permanent post has not been confirmed in writing. The period of probation shall ordinarily be six months and shall be liable to be extended by a further period not exceeding 6 months at the discretion of the Management. The management may fix the period of probation for a period lesser than 6 months at its discretion. If a permanent workman is employed as probationer in a new post by way of promotion or selection he may at any time be reverted back to his original permanent post. In case his over all performance in the promoted / select post is not found satisfactory, a probationer is liable to be terminated without any reason at any time during the period of probation or on the expiry of the period of probation.

(3.3) **A TEMPORARY** Worker will include the following:

- (i) A workman appointed for a limited period mention in the letter of appointment.
- (ii) A Workman who is appointed for a work of essentially temporary nature not intended to be carried on permanent basis.
- (iii) A person employed in connection with the temporary increase in work of permanent nature.
- (iv) A person appointed to work provisionally for a limited period in a post till permanent arrangement for filling that post is made or is employed on account of temporary absence of a permanent workman or a probationer.

(3.4) **CASUAL**: A Casual workman is one whose employment is of a casual or occasional nature and who is engaged on a day to day basis.

(3.5) **BADLI**: A Badli is one who is temporarily employed in the post of a permanent employee or probationer who is temporarily absent. A Badli can have no claim whatsoever to the post in which he works.

(3.6) **TRAINEE:** A Trainee is one to whom training is imparted. He / She may or may not be paid any stipend or compensation during his / her period of training. The Trainee shall have no claim for employment after completion of the period of training. The period of training shall be decided by the Management and the trainee is bound by the rules framed by the management for that purpose. A Trainee shall not be a Workman merely because trainee is defined under classification of Workman. He will not be entitled to any of the privileges enjoyed by a permanent workman.

(3.7) **PART TIME WORKER:** Part time worker is one who is engaged in any work for less than the normal period of work hours or for any specified terms and conditions of letter of appointment.

(3.8) **CONTRACT WORKMAN:** A Contract Workman is one who works under a Contractor and with whom there is no employer – employee relationship.

4.IDENTITY CARDS

Every workman shall be issued an Identity Card indicating his / her number and related details at the time of employment. Every Workman shall, when entering the establishment show his / her Identify Card and shall also show the Identity Card whenever required. No Workman shall be admitted into the establishment without his / her Identity Card. The Identity Card shall remain the property of the Company and every Workman shall on termination of service, resignation or retirement, surrender the same to the Company. If a Workman loses his /her Identity Card, a duplicate card will be made only on application and payment of the cost of the Identity Card. The Workman should take the duplicate card within three days from the date of losing his / her original card.

5. PUBLICATION OF WORKING TIME, PERIODS AND HOURS OF WORK AND PAY DAY.

(5.1) The periods and hours of work for all classes of workman in each shift shall be exhibited on the Notice Board from time to time.

(5.2) More than one shift may be worked in a Department or in a section of a department at the discretion of the Management as per the requirement of the organization.

(5.3) Workman shall be liable to be transferred from one shift to the other and will be granted staggered weekly rest day depending on the need.

(5.4) The Management will have the right to introduce additional shifts or discontinue existing shifts or alter the timings of existing shifts with or without notice.

(5.5) Wages of Workman will be paid on or before the 10th day of succeeding month

SAFETY PRECAUTIONS

a) Workman shall engage themselves only in operations on the duties to which they have been posted. The execution of their duties must be in a manner laid down for the operations, etc or duly concerned.

b) Duty instructions given in the site and post instruction of the respective premises must be followed strictly by the guarding personnel.

6. ATTENDANCE AND LATE COMING:

(6.1) Every workman shall be present at the respective place of work in the factory / office at the time fixed and notified as per the timings of the shift. As such, the time at which the workmen enter the factory premises or punch their cards is not relevant. Irrespective of the time at which a workman enters the factory, or punches his card, the time at which he presents himself at this workplace will be the time that would be considered as reporting for duty and for payment of wages. A workman not reporting to the place of work at the notified time, even though he may have entered into the factory /office in time, or punched his card in time, shall be deemed to have come late for work. For such late coming, action deemed fit may be taken in accordance with these standing orders, apart from effecting wage deduction in accordance with the payment of Wages Act, 1936.

(6.2) The starting and closing of working period: The starting and closing of interval periods shall be notified from time to time and shall be signaled by a suitable device.

(6.3) A workmen reporting to duty after the stipulated notified time will be deemed to have come late and permitting him / her to report to duty will be at the sole discretion of the Management, subject to the proportionate deduction in salary as provided herein below:

- i) Deductions will be in 5 minutes slab up to the first 15 minutes and in 15 minutes slabs thereafter.
- ii) After the first 15 minutes all late comings will be rounded off to the next higher 15 minute slab.

Example:

Workman attending 2 minutes late will be liable to deduction for 10 minutes.

Workman attending 7 minutes late will be liable for deduction for 10 minutes.

Workman attending 15 minutes late will be liable for deduction for 30 minutes and so on.

It is made clear that the Management is under no obligation to allow a workman to work when he comes late. If a workman coming late is allowed to work, deduction would be made from his wages for late coming as detailed above. This is without prejudice to the right of the management to initiate disciplinary action against the workmen for late coming. Deduction of wages for late coming shall not be construed as punishment for misconduct of late coming.

(6.4) If any workmen is found to have left his assigned place or places of work before the start of the interval period or before the close of the shift, he shall be liable for disciplinary action as provided for in these standing orders, apart from the workman losing wages for the period of absence.

(6.5) If a workman leaves his /her work spot during his /her working hours without the prior permission and /or without any satisfactory reason, he /she shall be liable to be treated as absent for the whole day, if his / her absence commences before the interval period, and half-a-day if his / her absence commences after the

interval period. If the workman absents from work spot after obtaining prior permission of the manager /authorised person in this behalf, his / her wages for the actual period of absence will be deducted. This is without prejudice to the right of the management to take disciplinary action for misconduct of unauthorised absence.

(6.6) Every workman shall be allowed Ten minutes grace time at the commencement of the shift, twice in a calendar month, but no grace time be allowed at the end of the interval.

(6.7) If however, a workman is absent from the premises of the establishment during his duty hours without proper permission, he / she shall be treated as absent for the whole day, unless it is proved otherwise, and such workman will be liable for deduction in his / her wages in accordance with the provisions of the Payment of Wage Act, 1936 and further shall not be permitted to report to duty. If a workman comes late beyond two times in a calendar month, he may / shall not be permitted to report to duty. However, the management may, at its discretion allow the workman to report work late. If a workman is so permitted to work, he / she shall lose his wages for the period of late coming.

(6.8) If however, a workman is absent from the premises of the establishment during his duty hours without proper permission, he / she shall be treated as absent for the whole day, unless it is proved otherwise, and such workman will be liable for deduction in his / her wages in accordance with the provisions of the Payment of Wages Act, 1936 and the Rules made there under, provided that this will be without prejudice to any disciplinary action which may be taken against his /her.

(6.9) A workman shall be deemed to be absent if he / she fails to attend to his / her duty, unless he / she has obtained prior written permission for such absence from the competent authority, and in case of unforeseen circumstances, makes an application within 48 hours of the commencement of the absence and seeks sanction of leave for the absented period.

(6.10) Workmen working in the stipulated shift hours will not be permitted to leave the office / factory premises during their respective rest interval.

(6.11) Workmen, on completion of shift duty, shall leave the office / factory premises immediately, at any rate not later than 15 minutes from closing of the respective shifts. No workman shall remain in the office / factory premises after

his / her shift hours without valid written permission from the competent authority.

7. ENTRY EXIT AND SEARCH:

(7.1) No workman shall enter or leave the establishment except by the gate or gates specified for this purpose.

(7.2) No workman shall enter the establishment, except when on duty, without the permission of the Officer authorised by the Management in this behalf.

(7.3) No workman shall leave the establishment during duty hours, except after obtaining written permission of the authorised officer.

(7.4) Any workman who is off his / her duty, has been granted leave, laid – off, suspended, discharged, dismissed or has resigned or is not working for any reason or is declared by a competent Medical Authority to be suffering from a contagious or infectious disease, shall immediately leave the premises of the establishment and shall not enter any part of the premises except with the written permission of the manager / officer authorised in this behalf.

(7.5) No person shall take with him / her in the establishment an outsider, without the written permission of the Manager / office authorised in this behalf.

(7.6) A workman will be liable to be searched / frisked while entering and / or leaving the office / factory premises or within the office /factory premises by the Personnel Department and / or any other person authorised for the purpose in this behalf.

(7.7) The Management will have the right to remove from those searched, any article believed to be belonging to the Company or such other articles which the Management considers likely to endanger the personnel, property or the machineries / equipments of the office / factory.

(7.8) Quarters, accommodation and such other facility provided by the company are also liable to be searched, if deemed necessary by the Management and / or by persons authorised by the management to do so. Where the employee is absent, or refuses to be present at the search, the search may be made in the presence of two witnesses.

(7.9) The workman will be required to make available all articles carried by them for inspection at the gate.

(7.10) Any article belonging to the Company found in possession of the workman shall be liable to be confiscated and action shall also be taken against his /her under these Standing Orders and under any other law for the time being in force.

(7.11) The Management will have the right to prevent entry or exit of any workman for any reason whatsoever.

(7.12) Workmen coming on bicycle or any other vehicle will be required to park the same in the area / place earmarked for the purpose of such parking. Such parking will be entirely at such workmen's risk and the Company will have no liability of providing protection of any kind.

(7.13) Workmen carrying tiffin boxes, documents, cases, bags and others receptacles, shall keep them open for inspection as they pass out of the gate / main door as the case may be, or at any time when demanded by the authorised persons in the factory / office. Vehicles used by workmen, if any, shall be subject to search as mentioned above.

8. BEHAVIOUR, PRESENTATION AND WORK PRACTICES:

(8.1) Every workman shall, at all times, be courteous and considerate to co-workmen and supervisory staff.

(8.2) Every workman shall carry out the work assigned to him / her by his /her supervisors conscientiously, faithfully and diligently by his / her superiors and shall maintain discipline at all times in the department of work places and or premises of the factory. He / she shall also co-operate with his /her superiors and co-workers.

(8.3) Workmen shall always be neatly dressed, while on duty and shall keep their person and work place clean at all times, and shall assist the Company / authorised persons to maintain good house – keeping and cleanliness of the Company.

(8.4) Workmen who have been provided with uniforms shall wear them while on duty. Those not wearing proper and clean uniforms are liable to be sent out and marked absent, besides initiation of disciplinary action. Uniforms provided by the Company shall not be worn during off-duty time.

(8.5) Workmen shall take proper care of the machines, tools, materials, equipments, furniture and other properties of the company and that of the principle employer as the case may be.

(8.6) Workmen shall promptly report any injury sustained in the course of their work to their superiors on duty for attention.

(8.7) Workmen shall promptly report any accident or hazard noticed by them inside the office / factory premises.

9. WEEKLY HOLIDAYS, COMPENSATORY HOLIDAYS AND NATIONAL & FESTIVAL HOLIDAYS:

(9.1) National and festival Holidays under rule 4 of the Karnataka Industrial Establishments (National and Festival Holidays) Rules 1964, shall be displayed on the Notice Board at / or near the Main Entrance.

(9.2) For whatever reasons, in general, and more particularly, with reference to the market commitments and for the Management's own business commitments, if the workmen are required to work on any of the weekly rest day or other holidays including on any national and / or festival holidays, the workmen shall work on such days. Workmen shall not refuse to work on any such paid / festival holidays.

10. LEAVE WITH WAGES:

(10.1) A workman shall be allowed leave with wages in accordance with the provisions of the Karnataka Shops and Commercial Establishments Act 1961.

(10.2) A workman desirous of availing leave shall submit his / her leave application to the management in the prescribed format for grant of leave at least 10 days in advance.

(10.3) The number of times a workman may seek earned leave shall not exceed three times in a calendar years.

(10.4) Upon receiving a written leave application as above, the leave sanctioning authority may sanction leave, subject to business / departmental / work / operational exigencies.

(10.5) It will be the responsibility of the workman concerned to ensure that he / she proceeds on leave only after his / her application for leave has been duly approved by the approving authority and after he collects the counterfoil of the leave application showing the sanction of the leave.

(10.6) An act of proceeding on leave without such approval will be treated as misconduct and the workman concerned will be liable for punishment.

(10.7) If a workman desirous to extend leave originally granted, he / she will be required to make an application in writing. The sanctioning authority will send a written reply on granting or refusal of such extension of leave shall be deemed to have been rejected and the workman will be required to resume duty immediately on completion of leave originally granted.

(10.8) The leave sanctioning authority will have the discretion to revive, curtail or revoke leave already sanctioned to a workman depending upon the requirements of presence of workman in the office / factory. Leave shall not be claimed as a matter of right, notwithstanding the fact that a workman has leave to his credit.

(10.9) If a workman remains absent without leave or overstays leave originally sanctioned, for a period of eight consecutive days, he / she shall lose lieu on his /her employment. This is not applicable in case the absence is due to illness or on other medical grounds, provided necessary Medical Certificate from an Authorised Medical Officer (AMO) is produced for the period of absence.

11. OVER TIME AND WORK ON HOLIDAY:

(11.1) If the exigencies of work so require, the Company reserves the right to require any workman or all the workman to work over time on any working day, weekly holiday and / or declared holiday in accordance with / the notices which may be displayed from time to time. The notice may be displayed, as far as possible, one day in advance, except emergent and unforeseen circumstances. The notice / information aforesaid shall constitute an order and the workmen shall be bound to comply with the same failing which workmen shall be liable to disciplinary action. However, no workman should be asked to work for more than 16 hours in a day in any case.

(11.2) The Management will have a right to require any workman or workmen to work on a paid holiday.

12. UNCLAIMED SALARIES / WAGES:

(12.1) Any salaries / wages due to any workman, if not paid on the usual pay day on account of the salaries / wages remaining unclaimed, will be paid on a date specified for such payment.

(12.2) In the event of death of a workman, claim for unpaid salaries / wages may be preferred by his / her legal heirs. Such claim will be settled by the earliest after thorough scrutiny and satisfying the correctness of the claim.

13. RETRENCHMENT:

(13.1) The Management shall have the right to retrench workmen when the services of workmen are found surplus and or not required and or found uneconomical and or for any reason of whatsoever nature. Upon such retrenchment, the Management will not be bound to pay any compensation in such retrenched employees, except be provided for under law. Further, the management shall have the right to deduct layoff compensation paid, from out of the retrenchment compensation payable.

14. STRIKE:

(14.1) No workman, whether alone or in combination with another or others shall strike work or resort to cessation of work without giving to the management 14 days notice in advance, in writing, expressing their intention to go on strike / resort to cessation of work. Workmen applying leave of absence in a concerted action and or on a mass scale and absenting themselves thereupon will also be deemed to be on strike.

(14.2) If workmen, in a concerted action, absent themselves from their places of work or being present at the work spot, do not carry out allotted work, it shall be open to the management to deduct an amount not exceeding eight days wages for each day of such absence, or for their being at the places of work and not carrying out allotted work, without prejudice to any disciplinary action that may be taken against them for such absence.

15. TRANSFER:

(15.1) The Management shall have the right to transfer any workman / workmen from one establishment to any other or from one branch to any other or

establishment of the Company whether situated in the State of Karnataka or outside, or to an existing establishment that may be set up or established by the Company in future. The Management shall also have the right to transfer workmen from one department / Section to another or from one job to another. The Management shall also have the right to transfer a workman to any other office or place of work which may be started or established by the Company in any place in that the Complex may enter into a contract with to provide services or after the date of the concerned workman joining the Company.

(15.2) A workman will always be liable to do any suitable alternate job provided by the Company, in the event of lack of work on the job for which he is normally employed. In such cases, his / her wages shall not be adversely affected. No workman shall refuse to accept such job on the ground that it is in any way inferior to the job being performed by him till then.

16. TERMINATION OF EMPLOYMENT BY EMPLOYEE:

(16.1) Workmen desirous of resigning from the employment of the company may do so by a written letter of resignation giving 30 days notice in advance.

(16.2) On submission of resignation from employment, the workman will immediately hand over to the management all correspondence, specifications, formulae, books, documents, market data, cost data, design, blue prints, drawings, literature or records, etc., belonging to the company or related in its business and shall not make and / or take any copies of the same.

(16.3) The Management shall have absolute right to waive notice period, and accept resignation of a workman with immediate effect. Such waiver of notice and acceptance of resignation shall not be termed as termination by the Company. Once resignation is accepted by the Management, it shall not be open to the workman to either withdraw his / her resignation and or to raise any dispute with regard to his / her termination.

(16.4) Workmen shall be required to obtain a clearance Certificate from the concerned Department / Sections before raising any claim for full and final settlement of accounts and for receiving any amount payable to him.

(16.5) Any workman who is temporary, casual, badly or substitute and is desirous of leaving the Company's services, can do so without giving any advance notice to the Management.

17. TERMINATION OF EMPLOYMENT BY THE MANAGEMENT:

(17.1) The employment of a permanent workman may be terminated by the Management by giving one month notice or by giving one month wage in lieu of one month notice without assigning any reason whatsoever.

(17.2) The services of a probationer may be terminated at any time during the period of probation or at the end of the period of probation without giving any notice and or without assigning any reason for such termination.

(17.3) The services of a temporary workman can be terminated without giving any reason and without giving any notice.

(17.4) The services of any workman is liable to be terminated on any of the following grounds without any prior notice.

- I) Misconduct
- ii) Superannuation

(17.5) The services of any workman is liable to be terminated on any of the following ground without any prior notice:

- i) Insanity, senility, physical infirmity contagious / infectious diseases or ill health.
- ii) Reduction of strength or abolition of the department in which he / she is employed.

18. MEDICAL EXAMINATION:

Any workman may be served with a notice to submit himself / herself for medical examination by the Company's approved Doctor at any time during the period of his employment with the Company. When required to do so, the workman shall render himself / herself for such medical examination. Failure to present himself / herself for medical examination would render the workman liable for termination. The Company reserves the right to terminate any workman found medically unfit after such Medical Examination by the Company approved Doctor.

(19.) MISCONDUCT:

Without being exhaustive or in any way limiting the meaning of the word 'MISCONDUCT'. It shall be deemed to mean and include the following:

(19.1) Willful insubordination and or disobedience whereof, whether along and or in combination with other and or others of any lawful and reasonable orders / instructions of a superior.

(19.2) Willful slowing down of work and or abetment and or instigation thereof.

(19.3) Theft, and or fraud and or dishonesty in connection with the Company's business or properties and or interests of any other workman, superior, visitor and or any other person, agency etc., whether committed within the establishment premises or outside.

(19.4) Drunkenness and or riotous and or disorderly and or indecent and or rude behaviour, and or use of abusive language, and or threatening and or intimidating and or coercing other employees, and or assault, either provoked and or otherwise, within the premises of the establishment / factory, if such threat, abuse, assault and or intimidation is in connection with the employment in the factory / establishment.

(19.5) Irresponsible action resulting in theft and or lose of Company's property.

(19.6) Sudden stoppage of work resulting in damage to Company's property.

(19.7) Willful damage and or damage of any property of the Company due to negligence and or carelessness in work and or riotous behaviour within the Company premises and or outside.

(19.8) Failure to report at once to his supervisor or Inspector or Manager any defect and or occurrence and or incident which he may notice during the discharge of his work or any injury sustained during discharging of his duties.

(19.9) Possessing of alcoholic liquor in the premises of the establishment or while traveling in Company's vehicle.

(19.10) Failure to observe safety procedures and / or measures whose failure is likely to endanger and or endangers the lives and safety to other workman / employees and / or interfering with machines and or process either connected or not connected with the work allotted

(19.11) Habitual breach of any rule or instructions regarding the discharge of duties and or cleanliness thereof.

(19.12) Exchange of blows and or quarrelling between employees / workman either in the establishment premises, inside the Company's vehicle and or in the Company's quarters / accommodation provided by the Company.

(19.13) Gambling within the Establishment while traveling in Company's vehicle and or in Company's quarters / accommodation provided by the Company.

(19.14) Carrying transistor and / or any other electrical instrument or playing record of any sort and or tuning commentaries of any sort and or such similar activities inside the establishment premises.

(19.15) Loitering and / or idling and / or wasting time during work hours and or absenting from the place of work within obtaining prior permission and or being within the factories / establishment up to and or before authorized hours of work without the written permission of the appropriate authority.

(19.16) Engaging in civil, and or political and or Trade Union activities during working hours, within the establishment premises without the express written permission from the Management.

(19.17) Possessing Lethal weapons and or attempting to use any material and or object as a lethal weapon.

(19.18) Any conduct of the Workman which endangers the safety of the Company premises and or machineries, and or equipment and or personnel.

(19.19) Not keeping the allotted equipments and or instrument etc., and / or work place clean and tidy and in good working conditions.

(19.20) Not taking proper precaution and or care of, equipment and / or other materials entrusted to workmen during the course of their employment.

(19.21) Willful slowing down in performance of work, either singly and or in combination with others and / or incitement and / or instigation and /or abetment thereof.

(19.22) Striking and / or stopping work either singly and / or in combination with others in contravention of the provisions of these standing orders.

(19.23) Failure and / or refusal to work on a weekly holiday and / or on a declared holiday and or refusal to do overtime work when required to do so.

(19.24) Habitual neglect of work and / or gross negligence and / or carelessness.

(19.25) Absence without leave and / or overstaying sanctioned leave without obtaining prior sanction for overstaying.

(19.26) Habitual absence

(19.27) Habitual late attendance.

(19.28) Staying in the Company premises without permission after regular hours of work and / or entering into the factory during non-duty hours.

(19.29) Sleeping and / or dozing in any form while on duty.

(19.30) Trespassing and / or forcible occupation of the Company's land and / or building.

(19.31) Threatening and / or intimidating and / or quarreling and / or fighting and / or assaulting and / or exerting pressure by surrounding and / or otherwise, any employee of the Company and / or any one also and / or attempting to do so either within and / or outside factory premises in connection with any matter having any bearing on the discipline and / or work of the Company.

(19.32) Intimidating and / or interfering and / or attempting to intimidate and / or interfere in any way with any workmen and / or other person in the discharge of his work.

(19.33) Gathering and / or holding any demonstration within and / or near the factory premises and / or inviting and / or inciting and / or instigating and / or abetting others in such acts.

(19.34) Drunkenness and / or smelling of liquor during duty hours and / or bootlegging and / or conduct which violates common decency and / or morality of the community and / or committing nuisance within the factory/ office premises, while traveling in Company's vehicle and / or in Company's quarters / accommodation provided by the Company.

(19.35) Commission of an act involving moral turpitude.

(19.36) Gambling, and or speculation and / or carrying on money lending and / or borrowing within the factory / office premises.

(19.37) Smoking and / or spitting within the premises of the company, except in such places where smoking and / or spitting is permitted.

(19.38) Carrying concealed weapons and / or sharp instruments within the factory premises which could endanger the life of others.

(19.39) Conduct in private life prejudicial to the interest and / or reputation of the Company.

(19.40) Failure to show proper consideration, and or courtesy and / or attention towards customers, and or visitors, and or officers and / or other employees of the Company.

(19.41) Unauthorised disclosure of information regarding the affairs of the Company and or Company's business methods, and or inventions and or know

how, and or secrets, etc., which has come to his knowledge in the course of his employment in the Company.

(19.42) Unauthorised possession of property belonging to another employee and / or person within the establishments premises.

(19.43) Offering, and or demanding and / or accepting bribe and / or secret commission and / or discount and / or any illegal gratification of whatsoever kind from any of the Company's supplier, and or dealer, and or agent and / or others.

(19.44) Engaging in any trade and / or business and / or calling, prejudicial to the interests of the Company and or its business and / or undertaking any assignment and / or employment and / or business, and / or calling outside his employment in the company without the Company's / management's prior approval in writing.

(19.45) Misappropriation of Company's money and / or property belonging to the Company.

(19.46) Engaging in any trade within the premises of the Company.

(19.47) Printing and / or distributing and / or making any false and or vicious statements in respect of the company and / or its officers and / or customers and / or visitors and / or employees and / or other individuals.

(19.48) Tampering with any record of the Company and / or making false statement about himself and or any other workmen / employee of the Company and / or forging the signature of any person.

(19.49) Distributing and / or exhibiting within the Company's premises, hand bills and / or pamphlets and / or posters and / or causing to be displayed by means of signs and / or writing and / or other visible representation any matter without the previous sanction of the Management in writing.

(19.50) Holding and / or attempting to hold and / or attending any meeting within the premises of the Company without the written consent of the Management.

(19.51) Canvassing for union membership and / or contribution and / or collection of any money for any purpose whatsoever within the factory premises without express written permission from the Management.

(19.52) Refusal to receive any order written and / or oral and / or notice and / or communication served by the Company.

(19.53) Any act subversive of discipline and / or good behaviour.

(19.54) Any act prejudicial to the interests of the Company.

(19.55) Threatening, and or intimidating, and or inciting others and / or to threaten and / or intimidate and / or assault any of the Executives and / or officers of the Company, and or staff, and or workmen and / or other employees of the Company and / or any of their family members and / or relatives at any place on the way to the establishment and / or on the way home from the establishment and / or in the office premises and / or at the residence of the Officer, Executives, and or staff, and or Employees and or other workman of the Company for any reason connected with the work of the factory and / or connected directly and / or remotely with an agitation of the workmen and / or connected with any strike and / or lockout and / or for any other reason whatsoever.

(19.56) Meeting, and or injuring, and or assaulting, and or gearing, and / or in any way causing injury, mentally and / or physically to any of the officers, and or staff, and or workmen and or employees of the Company and / or to the Directors of the Company and / or any of their family members in connection with any agitation of the workmen whether during the period of strike, and or lockout and / or otherwise in the factory and / or anywhere including at and / or around the residence of the directors and or executives, and or staff, and or workman and or employees.

(19.57) Threatening and / or obstructing physically and / or otherwise any employee of the Company from getting in to the place of duty and / or getting out of the place of duty and / or on their way home from the place of duty and / or on their way to the place of duty from their houses and / or at any place near and or around their houses during the period of strike, and or partial lockout and / or otherwise.

(19.58) Wrongfully confining and / or restraining the manager and / or any officer with a view to make him concede to the demands of the workman.

(19.59) Preventing and / or obstructing any employees of the Company from carrying out duties allotted to the said employee inside the establishment or place of duty, near the establishment or place of duty and / or in any place where the employee is asked to perform duties.

(19.60) Inciting and or instigating and / or participating in any illegal strike and / or in strike in contravention of provisions of any of the Industrial Laws.

(19.61) Inciting and or instigating and / or participating in an unjustified strike.

(19.62) Conviction by any court of law for any criminal offences and / or conviction by any criminal court in India.

(19.63) Breach of any of these Standing Orders and / or any rules and regulations framed and / or instructions there under and / or instigation and / or incitement and / or abetment thereof.

(19.64) Refusing to accept alternate employment in the establishment and / or in any other establishment and / or office belonging to the Company or belonging to any other establishment to whom the Company is a contractor in the event of the Company not being able to provide work for which a workman is appointed.

(19.65) Refusal to work in any other section / department of the Company.

(19.66) A workman committing any other above acts of misconduct at any place outside the factory while on duty and / or otherwise shall constitute a misconduct.

(19.67) Committing nuisance on the premises of the Company.

(19.68) Making false statement and / or refusing to give testimony when Accident and / or other matters are being investigated by the management and / or otherwise.

(19.69) Not wearing uniforms while on duty, safety shoes and / or safety equipment provided by the management.

(19.70) Non-return of Company's properties within the stipulated period.

(19.71) Dishonesty and / or rude behaviour towards Management and / or any workman and or visitors and / or customers either within the Company premises and / or outside.

(19.72) Entering and / or leaving the Company premises through gates other than those notified by the employer.

(19.73) Money lending and / or borrowing within the premises of the Establishment / Factory.

(19.74) Refuse to follow the process and / or sequence of operation prescribed for a job / premises.

(19.75) Transferring Identity Cards to co-workman and / or any other person.

(19.76) Refusal to accept transfer from one shift to another and / or from one department to another. In the Company and / or from one place to another. Making false statement in front of a Superior in any enquiry and / or forging the signature of a superior and / or that of any person.

(19.77) Registering of another workman's attendance and / or abetting the act of registering attendance of another workman.

(19.78) Picketing and / or demonstration within the Company premises and / or just outside the Company premises.

(19.79) Indulging in political activities within the Company premises.

(19.80) Habitual litigation due to indebtedness, and or insolvency and or breach of Law, etc.

(19.81) Failure to notify to the Management any change in his / her residential address.

(19.82) Urinating within the premises of duty place except in such places provided for the same.

(19.83) Parking the vehicle within the premises of the factory except in such places provided for the same.

(19.84) Furnish wrong information in application for employment.

(19.85) Obtaining leave on false grounds.

(19.86) Not carrying Identity Cards / pass / token / badge while on duty.

(19.87) Impersonation.

(19.88) Evading search anywhere in the factory / establishment premises.

(19.89) Eating inside the work place.

(19.90) Conducting any religious activities / functions of any description without the permission of the Management.

(19.91) Knitting during working hours.

(19.92) Breach of any of these Standing Orders and / or any rules and / or requisitions framed and / or instructions given there under and / or instigation and / or incitement and / or abetment thereof.

20. PENALTY FOR MISCONDUCT:

Any workman found guilty of any misconduct may be,

(20.1) Warned or censured or,

(20.2) Suspended without wages for a period not exceeding four days or,

(20.3) An adverse entry to be made in his / her service record.

(20.4) Subjected to action as permitted under the Payment of Wages Act, 1936,
or,

(20.5) Demoted in rank and post.

(20.6) Damages or amount of the loss on account of the misconduct suffered by the Establishment be recovered.

(20.7) Increment may be withheld and / or cancelled and / or and amount equivalent to one or more increments earned and/or granted prior to the date of punishment be cut from its basic salary of the workman and his basic salary re-fixed after such deductions or

(20.8) Dismissed or discharged without notice. Such dismissed employees will not be entitled for any benefit or privileges.

21. SUSPENSION PENDING DISCIPLINARY PROCEEDINGS AND PROCEDURE FOR HOLDING AN ENQUIRY.

(21.1) The Management shall have the right to suspend a workman pending disciplinary proceedings and till imposition of punishment. All the orders of suspension shall be in writing and signed by the Manager or any other officer authorised in this behalf and shall be made available to the workman concerned, if personally present, or put on the notice board, if absent. In case of his absence or his refusal to accept the said order, the said order may be sent through registered post acknowledgment due, to the last available address of the workman in his personal records. A copy of the suspension order, when put up on the notice board shall be deemed to have been served on him.

22. I. Procedure for enquiry and punishment for misconduct. No order imposing any of the penalties specified in clause 20 shall be made except after an enquiry in the manner specified below.

- a. The employer or the manager or a person authorised by the employer or the manager shall give to the concerned workman a charge sheet clearly setting forth the imputation of misconduct and the circumstances appearing against him and requiring his explanation.
- b. The employee shall be given atleast 3 days for submitting his explanation provided that such time be extended for a maximum period of 15 days after expiry of 3 days if sufficient reasons are advanced by the employee for seeking an extension.

- c. In case the workman fails to submit his explanation within the prescribed time or extended time allowed to him or where the explanation submitted by him is not found to be satisfactory, the employer or the manager or the person authorised by the employer or the manager or the person authorised by the employer or by the manager shall appoint a person to hold an enquiry and issue a notice containing the name of the enquiry officer and the date, time and place of the enquiry.

Provided that in case where the workman admits in writing the charges levelled against him and the employer is satisfied that such an admission is voluntary, it shall be open to the employer or the manager to award any of the punishments provided in clause 20 without holding an enquiry.

- d. While holding the enquiry first of all the evidence produced by the employer against the concerned employee shall be recorded and the accused employee shall be given full opportunity to cross examine witnesses produced by the management against him. After that the detailed statement of the accused employee shall be recorded and he shall be given full opportunity to state his position in respect of all the evidences produced against him. After this he shall be asked to produce evidence in defence, it shall be recorded. Defence witnesses may be cross examined by the management's representative.
- e. The enquiry officer may ask any question in the interest of justice.
- f. The concerned employee shall be furnished with the copies of the documents statements and depositions sought to be relied on as evidence against him before he is called upon to make his submission to the enquiry officer at the close of the enquiry.
- g. At such an enquiry the concerned employee shall be entitled to be assisted by a co-worker.
- h. The enquiry officer shall on the conclusion of the enquiry submit his report in writing giving his findings with reasons thereof to the authority which appointed the enquiry officer.
- i. In case the management decides to impose any of the punishment on the accused employee the management shall serve a copy of the order to the concerned employee immediately.

(22.2) An employee charged with misconduct may be suspended forthwith from duty for the alleged misconduct.

(22.3) The order of suspension shall be in writing and will set out in general terms as far as possible the misconduct alleged against the employee and shall take effect immediately on communication thereof to the employee. The suspended employee shall not during the period of suspension enter the establishment except with the special permission of the manager.

(22.4) If during enquiry it is found that the employee is guilty of misconduct other than that specified in the order of suspension, the establishment shall be entitled to discharge him.

(22.5) The establishment reserves to itself the right to suspend an employee accused in a court of law of any criminal offence involving moral turpitude. An employee so suspended shall not be entitled to any pay for the period of suspension.

23. SERVICE OF NOTICE:

(23.1) Workman shall receive any notice or communication which the management seeks to serve on them. Refusal to receive such notice or communication shall constitute misconduct under these Standing Orders.

(23.2) If any workman refuses to receive any notice or communication, an endorsement to that effect shall be made by the person who serves the notice, with the particulars of date and time of such refusal, together with his signature hereunder, and a copy of the same shall be put up on the notice board. Once this is done, the notice or the communication shall be deemed to have been served on the workmen.

(23.3) A notice or communication to a workman may be served through registered post or certificate of posting to the last furnished address of the workman in his personal records. Any notice sent by registered post or by certificate of posting to the address last furnished by the workman shall be deemed to be sufficient service, even if the same is returned by the postal authorities with endorsement 'refused', 'refused to accept', 'party left', 'party not available during service hours, party left without instructions, no such person available at the address etc.

24. **Ex-parte proceeding:** If the concerned employee refuses or avoids or neglects to receive the charge sheet or to submit his explanation or to appears at the enquiry without any justification or valid reasons, it shall be open to the employer or the enquiry officer to proceed with the enquiry in his absence.

25. **Irregularity not to effect order** – Any irregularity in the issue of the charge sheet or holding of the enquiry shall not vitiate the ultimate order passed or made by the employer unless such an irregularity has resulted in the misconduct of justice.

26. **Exclusive service** – A workman shall not at any time work against the interest of the Industrial establishment in which he is employed and shall not take up any employment in addition to his job in the establishment.

27. **The establishment** shall be entitled to make deduction from the salary or wages of an employee in accordance with the Payment of wages Act, deductions will be made on the same principles as the payment of wages act.

28. **Any complaints** raising out of his employment other than a complaint failing under the sub-clause (b) hereof shall be submitted by an employee to the Manager and the Manager shall investigate the complaint at the earliest possible time and report to the Managing Director. His decision after due enquiry shall be intimated to the complainant.

29. GATE PASS:

No workman shall take with him any article belonging to the company out of the establishment premises and / or abet such removal by any person without an authorised gate pass issued by a competent official of the Company.

30. LOSS OR DAMAGE TO PERSONAL PROPERTIES OF WORKMAN:

The management shall not in any way be responsible for any loss or damage to any personal property of any workman including any vehicle brought and left in the Company premises.

31. OVERTIME WORK:

The company reserves the right to require all or any of the workman to work overtime on any day including weekly off days and declared holidays.

32. INCREMENTS:

The management shall, at its sole discretion decide as to the increments to be given to workman. No workman shall claim increment as a matter of right. As far as possible, the management shall grant increments to workmen based on their efficiency at work, record or attendance and conduct. The decision of the Company, in respect of efficiency of work of any workman as to the conduct of any workman shall be final and binding.

33. PROMOTION:

(33.1) Promotion is the right and function of the management while promoting a workman, his merits, seniority and suitability will be the criterion. In deciding this issue a workman's qualification, efficiency and attendance, past records, etc, shall be taken into account. A workman so promoted will undergo a period of probation in his new job as decided by the management. If at the end of this probationary period, his services in the promoted post is found not satisfactory, he shall be reverted to his original post.

(33.2) A promoted workman, on confirmation in his new post, shall be eligible to the benefits of the promoted post including any difference in wages, retrospectively from the date he was so promoted.

34. CLEARANCE CERTIFICATE:

In all cases of cessation of employment, the concerned workman shall obtain a clearance certificate from the concerned department in which he was working testifying that nothing belonging to the company is due by him. If the workman fails to return any of the Company's / factory's material / property, the cost of such material / property shall be recovered by deducting such cost from his wages. Any other money due by him to the company shall also be recovered from the wages and other amount payable by the Company to the Workman.

35. ESSENTIAL SERVICE:

(35.1) The services of all workmen directly or indirectly engaged in the security operations of the Company shall be treated as essential services along with other

workmen of the Company. These workmen shall not refuse to work whenever called upon to do the work in any shift nor shall they refuse to work overtime. Any act of refusal to work when asked to do or violation of any of these clauses by workmen working on essential service shall be deemed to be a serious act of misconduct warranting dismissal from service as punishment. However when a workman is asked to work more than two shifts continuously, the workman may at his own discretion agree to work.

(35.2) The management shall have the right to fix up additional service conditions in respect of workmen working on essential services. The management may fix up, hours of work, weekly holiday, festivals and other holidays and such other terms of service separately for essential services, in addition to these standing orders in view of the special nature of work of such workmen.

36. GENERAL:

(36.1) The granting of increments and other ex-gratia payments cannot be claimed by any workman as a right or part of his terms of employment and any such payments made are entirely within the sole discretion of the management.

(36.2) The management will not entertain any representation from political and communal bodies purporting to speak on behalf of the workers.

(36.3) The workman shall personally be responsible for their proper and faithful observance of these standing orders and the provisions of any other law for the time being in force applicable to the company and to the workmen.

(36.4) The Company / management for smooth functioning of the establishment may frame service rules, amend or alter from time to time these standing orders, subject to the provisions of law for the time being in force and it will be the responsibility of the workmen to abide and follow the same.

(36.5) Persons accepting employment in the company shall be deemed to have accepted the terms of these standing orders.

37. LEAVE:

Leave cannot be claimed as matter of right by any employee. All leave of absence is granted at the convenience of the Management. Nothing can limit the free discretion of the Management to refuse, revoke or curtail, leave subject to the

exigencies of the working of the establishment. If employee rejects such offer, he shall leave to the extent of the period offered. The above provisions will, however, be subject to any statutory provisions, relating to leave at the time being in force.

38. The authority to sanction leave shall be the Manager of the Establishment

39. (1) An employee who desires to obtain leave shall apply to the Manager.

(39.2) Application for leave for 3 days or less should be made atleast three days previous to the time from which the leave is required except in case of emergency.

(39.3) Application for leave for more than three days shall be made atleast Ten days before the date from which the leave is required.

(39.4) Applications for leave hereof shall be disposed of within 5 days.

(39.5) A copy of the orders passed on this application shall be given to the employee and if leave is refused or postponed, the reasons thereof shall be recorded in writing by the Manager.

(39.6) An employee shall before proceeding on leave inform the Manager of his address during the period of leave.

(39.7) An employee who desires to extend his leave should state the reason for which he wants to extend his leave, and if on medical grounds, should submit his application a certificate from the attending physician stating the probable period for which leave is required.

(39.8) E.S.I. Leave

A workman will be granted E.S.I. Leave for the period in accordance with the Employee State Insurance Scheme. The Employee will not be entitled to any wages from the Company during this period of such E.S.I.C. Leave.

40. EXTENSION OF LEAVE:

(40.1) If a workman after proceeding on any kind of leave desires an extension thereof, he shall apply to the Departmental Head who shall send a written reply either granting or refusing extension of leave to the workman to the address given by him if such a reply is likely to reach him before the expiry of his leave originally granted.

(40.2) If a workman remains absent beyond the period of leave originally granted or subsequently extended, he shall lose his lieu on his appointment unless he returns within 8 days of the expiry of the leave and explains to the satisfaction of Departmental Head his inability to return before the expiry of his leave. Over stay will further be treated as misconduct and disposed of as per standing order.

41.I All employees shall undergo a medical examination as and when required and if found unfit, they are liable to be discharged.

41.2 The Establishment will recognize only medical certificates signed by a Govt. Medical Officer / ESI Medical Officer.

42. An employee seeking employment elsewhere shall forward his application through the Establishment's Management. Breach of this order will be misconduct.

43.I For terminating employment of a permanent employee notice in writing shall be given either by the employer or the employee – one month's notice in the case of monthly rated employees and two week's notice in the case of other employees. One month's or two week's pay as the case may be paid in lieu of notice.

43.2 No temporary employee whether monthly rated, weekly rated or piece rated and no probationer shall be entitled to any notice or pay in lieu thereof if his services is terminated. But the service of a temporary employee shall not be terminated as a punishment unless he has been given an opportunity of explaining the charge of misconduct alleged against him in the manner prescribed in Standing Order.

43.3 Where the employment of any employee is terminated the wages earned by him other dues, if any, shall be paid before the expiry of the second working day from the day on which is employment is terminated.

44. The period of notice in all the above cases shall being to run from the day next after the date of the notice. If an employee leaves service during the period covered by the notice, he is entitled to pay only for the period during which he actually worked.

45.1 An Employee who wish to leave the Establishment's Service must give the establishment the same notice as the establishment is required to give. In case governed by the Payment of Wages Act or the Rules there under for the time

being in force to enable the establishment to make deductions for breach of contract provided by that Act and the rules there under or as may otherwise be prescribed by the said Act and the rules there under.

Provided that when such notice is given, the Management is entitled to accept it with immediate effect or from any time before expiry of the notice period, in which case the employee shall be paid in full for the unexpired period of notice.

45.2 If an employee, who is obliged under these orders to give notice, leaves the service of the Establishment without giving due notice or leaves the Establishment's service during the period covered by the notice, the Establishment may deduct from the wages payable to him such as is permissible under the provisions of the Payment of Wages Act or any rules framed there under.

Provided that in cases where the provisions of the Payment of Wages Act or if any Rules, made there under are not applicable, the establishment in its absolute discretion forfeit the entire unpaid wages or salary of the employee concerned, or any portion of such unpaid salary or wages.

(45.3) When an employee resigns his post without giving due notice to the establishment, he shall forfeit all accumulated leave. He shall not be entitled to any pay in lieu of such accumulated leave except where expressly provided under a Statutory Act.

46. Every employee shall retire from service on attaining the age of 58 years.

47. SECRECY:

(47.1) No workman shall, by writing in any person (including a co-worker) or by communicating to Newspaper, Books, Pamphlets or leaflets or by speech or discussion at any place, disclose or cause to be disclosed any information or documents, subject to legal rights of employees, relating to the Company except with the prior approval in writing of the management.

(47.2) No workman shall otherwise than in the normal course of his work engage in giving information or advise on matters relating to the activities of the Company.

(47.3) Except in the ordinary course of his duties, no workman shall disclose, during service of the company, any secrets, cost of operation of any or all of the Company's activities, information or purchase made or contracts entered into by the company, information of settlement of claims by the Company in or out of courts of any other information or matters of trade or business secrets.

(47.4) No workman shall carry with him outside the factory premises any papers, books, drawings, photographs, instruments, apparatus, documents or any other property of the Company except with the previous permission of the Management.

(47.5) No workman shall be permitted to take for his personal use notes, drawings, or sketches relating to Company's workshop, process, or work to keep copies of official papers with him.

(47.6) Any books, drawings, sketches, photographs, and similar papers containing notes or information's relating to the Company's business affairs or operations shall always be treated as Company's property whether prepared by the workman or otherwise.

48. DISPLAY OF NOTICES:

(48.1) Copies of all notices required to be given by the establishment to its employees shall be posted on the Notice Boards concerned, and when so posted shall be deemed to have been served on the employee for whom they are intended.

(48.2) Notices specifying (i) 'off' days shall be posted as required by the Shops and Establishment Act and the payment of Wages Act respectively.

(48.3) All notices required to be posted under these standing orders shall be in English and Kannada shall be kept in a legible and clean condition.

49. LIABILITY OF MANAGER:

The Manager shall be personally responsible for the proper and faithful observance of the standing orders and of the special Rules made under the Industrial Employment (Standing Orders Act of 1946).

50. EXHIBITION OF STANDING ORDERS

A copy of these orders will be posted at the notice board, and in such other places on the establishment premises as the Management may decide, and shall be kept in a legible and clean condition. A copy of the orders shall be available to each worker.

51. Any employee will be free to clear any doubts regarding any clause of this standing orders by approaching the Manager between 10 hrs and 1200 hrs on Thursdays and Saturdays.

Management:

Employees Representative:

(1) Sqn. Ldr. P. Janardanan (Retd.), MD(1) Mr. D. Sivaprakasan

(2) Shri. P. Ravindranath, Director

(2) Mr. N. S. Indumouli

(3) Mr. Shanth Kumar J

Approved by State Labour Department

