

SERVICE RULES FOR STAFF/EMPLOYEES

SECTION I

GENERAL

1. These rules, called the ABC Company Service Rules taken effect from April 1, 1996 and apply to every employee in the service of the ABC Company (hereinafter referred to as the Company) on the aforesaid date and also those who join service thereafter.
2. The Company reserves to itself the right, without giving any previous notice in this behalf, to amend, alter or add to any of these rules, and to bring such amendment, alteration or addition into effect from such date as may be fixed. Such amendments shall be binding on all employees of the Company from the date fixed in this behalf by the Company.

SECTION II

DEFINITIONS

3. In these rules, unless there is anything repugnant in the subject or context:
 - (a) Company means the ABC Company and all the companies and firms that are run by the Company. The management of the affairs of the Company are entrusted in the hands of the Managing Director of the Company (hereinafter referred to as the 'Director').
 - (b) Chairman means the Chairman of the Company.
 - (c) Employee includes all categories of employees whether temporary, probationary or permanent.
 - (d) Month means the month according to the Christian Calendar.
 - (e) Pay means the monthly pay (excluding allowances and reimbursements) including increments drawn by the employee from time to time.
 - (f) Emoluments means the total amount including pay and allowances drawn by the employee from time to time.
 - (g) Temporary employee means an employee who has not been confirmed in his post or who has been appointed for a limited period or for a specific work of temporary nature.
 - (h) Probationary employee means an employee appointed on probation and who has not been confirmed in his post. It includes a person whose period of probation has been extended for any reason.
 - (i) Permanent employee means an employee, who upon satisfactory completion of his period of probation, has been confirmed in his employment by a written order.
 - (j)

Note:

- (i) What is said of the men employees shall apply also to women employees unless repugnant to or inconsistent with the text or context.
- (ii)

SECTION III

APPOINTMENT, TERMINATION, RETIREMENT

4. All letters of appointment of all categories of employees shall be signed by the Director.
5. All employees other than temporary employees will be appointed in the first instance on probation for a period of six months. This period may be extended for a further period of six months or part thereof by the Company.
6. The appointment of a probationary or temporary employee may be terminated by the Company or by the concerned employee without any notice and without assigning any reason whatsoever.
7. On satisfactory completion of the period of probation, the employee shall be informed in writing of his confirmation by the Director and thereafter he shall be entitled to all the benefits that accrue from confirmation.
8. Every employee shall retire from service on attaining the age of 60 years. The Director may grant extension for a period not exceeding two years in the aggregate if, in his opinion, the employee is fit for such extension and has no mental or physical incapacity which would disqualify him for such an extension. The age limit shall not apply to persons employed on contract basis in exceptional cases.
9. The Company may terminate the services of an employee, after he is confirmed, without assigning any reason whatsoever after giving him three months notice or three months pay in lieu thereof. However, no such notice or pay will be necessary from the management if the service of the employee is terminated by way of dismissal for any gross misconduct or activities prejudicial to the interests of the Company.
10. A permanent employee may resign from service by giving to the Company three months' notice or three months' pay in lieu thereof. Resignation by an employee is also subject to the following conditions:
 - (a) No employee shall have the right to resign during his suspension when disciplinary action is contemplated or is pending against him.
 - (b) No resignation letter is to be submitted on any holiday.
 - (c) The resignation letter should be submitted to the Director or to the officer appointed by the Director for the purpose.

SECTION IV

PAY

11. The scale of pay and allowance shall be the one agreed upon by the appointing authority, viz., the Director and the employee.
12. Every employee shall be paid his emoluments on or before the 7th working day of the following month.
13. The employer shall deduct from the salary of the employee at source the amounts due on account of income-tax, provident fund, leave on loss of pay and any other dues legally recoverable from him.

SECTION V

LEAVE

Casual Leave

14. An employee will be entitled to take casual leave for personal or any special reasons up to a maximum of 12 days per financial year.

15. Application for and grant of casual leave will be governed by the following rules:

Casual leave [CL] may neither be taken without sufficient reason nor may it be accumulated. It shall not be claimed as of right. It may be taken only if it is absolutely necessary.

Not more than three days of CL will be given at one time.

CL cannot be combined with any other form of leave.

Grant of CL is at the exclusive discretion of the Director.

CL will be credited at the beginning of each financial year.

Application for CL (or any other leave) should be made in duplicate. The decision of the Director will be noted on both the copies and one copy returned to the employee concerned.

CL should, as far as is possible, be got sanctioned prior to the date on which the employee wishes to take leave. Circumstances beyond the control of the employee is the only reason who the employee may fail to get sanction of leave in advance. The decision of the Director on the question whether the circumstances were beyond the employee's control will be final.

Even if circumstances are beyond the employee's control the employee should use other means of communication to contact the office of the Company and give the necessary information. A written application should then be forwarded to the Director immediately on reporting for duty.

Sick Leave

16. A confirmed employee is entitled to sick leave of up to 15 days with pay for every year of service.

The grant of sick leave [SL] will be governed by the following rules:

Every application for sick leave must be accompanied by a medical certificate from an authorised medical practitioner. However, the Director may require the employee to produce a medical certificate from a doctor approved by the Company in support of the application for sick leave.

Before resuming duty the employee must furnish a medial certificate from an authorised medical practitioner stating that he is fit to resume duty.

A holiday falling between two days of SL will be considered to be a day of SL.

SL will be credited on the last day of March every year. Where, as on 31st March, the employee has only worked for a part of the year only a proportionate number of days of SL will be credited.

Earned Leave

17. Only confirmed employees are entitled to earned leave.

Grant of earned leave [EL] will be subject to the following rules:

Each eligible employee is entitled to thirty days EL in a year.

EL will be credited on 31st March every year. Where, as on 31st March, an employee has worked only for apart of the year only a proportionate number of days of EL will be credited.

EL cannot be accumulated beyond 240 days.

An employee wishing to avail of EL must submit his application to the Director at least one month before the date on which the leave is to commence. The Director may refuse to grant the leave from the requested date if he feels that it is not in the interests of the Company to grant the leave from that date. Instead, the leave may be granted from an earlier or a subsequent date.

EL cannot, in the normal course, be encashed except at the time of retirement, whether on superannuation or otherwise. However, the Director may allow an employee to encash the EL due to him for any year if, for the purposes of the Company, the employee is asked to forgo the EL due to him for that year.

Maternity leave

18. Only confirmed female employees are eligible to maternity leave. Grant of maternity leave [ML] is subject to the following rules:

ML may be combined with EL/SL.

The Maximum period of ML is one month before and two months after the date of delivery i.e., a total period of three months.

ML can only be availed of once in a period of three years and only twice during the entire period of the employee's service.

ML must be applied for at least one month before the leave is to commence.

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19. All leave must be applied for in writing in duplicate well in advance. In exceptional and unforeseen circumstances the application may be sent as soon as the employee is in a position to do so.

20. No resignation letter can be submitted by a teacher/employee while on leave.

21. No kind of leave shall be claimed as a matter of right. The Director has the authority and discretion to refuse or revoke leave according to the exigencies of service in the Company.

22. Every employee shall leave his address while on leave/vacation with the Director and on his failure to do so, communication sent to him at the address known to the Company will be deemed to have been duly served on him.

23. If an employee absents himself without prior permission or remains absent beyond the period of leave granted, he shall be deemed to have deserted the post held by him. If, however, he returns within seven days of the expiry of the period of leave and gives an explanation to the satisfaction of the Director of his unauthorised absence, the Director may allow him to continue to hold the post.

SECTION VI

WORKING HOURS

24. The office timings shall be from 9.30 a.m. to 6 p.m on all week days.

25. The office shall remain closed on all Saturdays and Sundays.

26. Notwithstanding what is stated in rule 25 above, if the Director asks an employee to come to the office on a holiday to attend a meeting or for any other purpose connected with the Company, the employee is bound to come notwithstanding the fact that it is a holiday.

SECTION VII

PROVIDENT FUND

27. The employee shall subscribe to the provident fund at 10 per cent of his basic pay and dearness allowance and the employer shall contribute an equal amount. These contributions will be deposited by the employer with the Regional Provident Fund Commissioner.

SECTION VIII

CODE OF CONDUCT

28. The conduct of the employee is expected to be exemplary in his public and private life.

29. The employee shall in particular be governed by the following code of conduct:

- A. The employee shall not:
 - (a) knowingly or wilfully neglect his duties
 - (b) propagate a communal or sectarian outlook, or incite or allow any person to indulge in communal or sectarian activity
 - (c) discriminate against any person on the ground of caste, creed, language, place of origin or social or cultural background
 - (d) indulge in, or encourage, any form of malpractice connected with the Company's activities
 - (e) remain absent without leave or without the previous permission of the Director
 - (f) accept any job of a remunerative character from any source other than the Company or engage himself in any business
 - (g) ask for or accept, except with the previous sanction of the Director, any contribution, or otherwise associate himself with the raising of any funds or make any other collection, whether in cash or in kind in pursuance of any object whatsoever
 - (h) accept, or permit any member of his family or any other person acting on his behalf to accept any gift (gift includes transport, boarding, lodging, other service or any pecuniary advantage when provided by any person other than a near relation or personal friend having no dealings with him in connection with the Company) from any person with whom he has come into contact by virtue of his position in the Company
 - (i) practice, or incite any person to practice casteism, communalism or untouchability
 - (j) cause or incite any other person to cause any damage to the property of the Company
 - (k) behave in a disorderly manner or encourage or incite any person to behave in a disorderly manner in the Company's premises
 - (l) be guilty of or encourage violence, or any conduct which involves moral turpitude
 - (m) organise or attend any meeting during the office hours except when he is required, or permitted by the Director to do so
 - (n) become an active member of any political party
 - (o) engage himself or participate in any demonstration which is prejudicial to the smooth running of the Company or resort to or in any way abet any form of strike or coercion in connection with any matter pertaining to his service or of any other employee
- B. The employee shall
 - (a) be punctual in attendance and be regular and methodical in respect of his work and also for any other work assigned to him by the Director
 - (b) abide by the rules and regulations of the Company and also show due respect to his superiors
- C. The breach of any condition specified in A or B above shall be deemed to be a breach of the code of conduct as well.
- D. In addition, the following acts on the part of the employee shall be treated as breach of the code of conduct:
 - (a) Wilful insubordination or disobedience, whether alone or in combination with others, to any lawful order of a superior.
 - (b) Theft, fraud, embezzlement, sabotage or dishonesty in connection with the funds and property of the Company.

- (c) Causing wilful damage to or loss of employer's goods or property.
 - (d) Demanding, taking or giving bribe or illegal gratification or commission.
 - (e) Habitual late attendance.
 - (f) Habitual absence without leave.
 - (g) Habitual negligence or neglect of work or not keeping to established norms and rules for efficiency.
 - (h) Striking work or inciting others to strike work in contravention of the provisions of any law or of these orders.
 - (i) Tampering with documents, records, attendance registers etc., either of himself or of any other employee.
 - (j) Conviction by any court of law for any offence involving moral turpitude.
 - (k) Causing disturbance or creating nuisance, causing annoyance, teasing or causing physical harassment, pain or injury to other employees, visitors, etc.
 - (l) Obtaining employment by concealment or misrepresentation of material particulars.
 - (m) Distributing or exhibiting within the premises any bills, pamphlets or posters etc., except when previously authorised by the Director.
- E. The employee shall strictly observe the following code of Behaviour:
- (a) He shall report for duty five minutes before the office starts
 - (b) He shall sign the attendance register before starting work.
 - (c) In case he is late for work he shall report to the Director before starting work.
 - (d) If the employee comes late four times in a month he will lose one day's salary/one day's casual leave.
 - (e) If the employee is absent for more than one day, he should report to the Director before resuming duty.
 - (f) He should submit all information, registers, returns, etc. within the stipulated time.
 - (g) He should treat all other employees of the Company with respect and courtesy. He should never use discourteous language while giving expression to disagreement or disapproval.
 - (h) He shall dress neatly and decently.

SECTION IX SUSPENSION

30. The employee may be placed under suspension by the Director or the Chairman :

- (a) where a disciplinary proceeding against him is contemplated or is pending.
- (b) where a case against him in respect of any criminal offence is under investigation, inquiry or trial.

31. The employee shall be deemed to have been placed under suspension by an order of the Director/Chairman :

- (a) with effect from the date of service of the order of suspension on the employee.
- (b) with effect from the date of his detention, if he is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours.
- (c) with effect from the date of conviction, if in the event of a conviction for an offence, he is sentenced to a term of imprisonment exceeding 48 hours and is not forthwith dismissed or removed or compulsorily retired consequent to such conviction.

Explanation - The period of 48 hours referred to in clause (c) above shall be computed from the commencement of the imprisonment after the conviction and

for this purpose, intermittent periods of imprisonment, if any, shall be taken into account.

32. An order of suspension made or deemed to have been made under this Chapter (a) may be modified or revoked by the Director/Chairman, and (b) will continue to remain in force until it is modified or revoked by the Director/Chairman.

33. An employee who is placed under suspension, shall during the period of such suspension be entitled to receive subsistence allowance of one-third of the salary (basic and dearness allowance) which he was receiving on the date prior to the date of suspension.

SECTION X PENALTIES

34. The following are the penalties which may be imposed on the employee for acts of misconduct, failure to abide by the Code of Conduct or for any other good and sufficient reason :

(i) Major Penalties :

- a. Reduction in rank or grade
- b. Compulsory retirement
- c. Removal from service

(ii) Minor Penalties :

- a. Withholding of increment of pay
- b. Recovery from pay of pecuniary loss caused to the Company by negligence or breach of orders or Code of Conduct
- c. censure, in writing and to be noted in the confidential record

35. The Director will ensure that the employees conform to the letter and spirit of the Code of Conduct as well as to other rules of the Company.

36. The Board of Directors of the Company shall wherever necessary set up a disciplinary committee (consisting of three persons) to initiate action for non-compliance with the Code of Conduct or other rules.

SECTION XI PROCEDURE FOR IMPOSING PENALTIES

37. The procedure for imposing a major penalty is as follows :

- (a) The Director shall frame definite charge(s) and these shall be furnished to the employee requiring the employee to submit a written statement of his defence within two weeks therefrom;
- (b) On receipt of the written statement of defence or where no statement is received within the specified time, the disciplinary committee may, make enquiry into such charges;
- (c) On the conclusion of the enquiry a report on the findings on each of the charge(s) together with reasons thereof shall be prepared and if the Disciplinary Committee is of the opinion that the employee is guilty and should be penalised, it may impose, on the employee, any penalty which it considers appropriate from among the major penalties mentioned in rule 34(i) above.

38. The procedure for imposing a minor penalty is as follows :

- (a) The Director will inform the employee in writing of the lapses and shortcomings for which action is proposed to be taken against the employee.

- (b) The employee may submit his written statement of defence within a period of 15 days of receipt of the letter of the Director recording his lapses and shortcomings.
- (c) The Director will consider the submissions of the employee and may, if he is not satisfied, impose such minor penalty as he may consider appropriate.

39. Any employee who is aggrieved in regard to any penalty imposed on him may, within thirty days from the date on which the matter is communicated to him, make a reference to the Chairman of the Company and the decision of the Chairman shall be binding on both parties.

40. If on conclusion of the enquiry, it is decided to take no action against the employee, he shall be deemed to have been on duty and shall be entitled to full pay and allowance and all other privileges for the period of suspension, if any.