

## STANDING ORDERS

### **AUTHORITY**

#### **1. SCOPE AND APPLICATIONS:**

These Standing Orders shall apply to all employees of Bharat Dynamics Limited, Hyderabad who are “workmen” as defined under Section 2 (i) of the Industrial Employment (Standing Orders) Act, 1946 and shall come into force with effect from the date determined in accordance with the Sec.7 of the Industrial Employment (Standing Orders) Act, 1946 as amended from time to time.

#### **2. INTERPRETATION:**

In all disputes regarding the interpretation of these Standing Orders, only English text shall be considered as authentic.

#### **3. DEFINITION:**

In these orders unless there is any thing repugnant to the subject or context;

- 3.1. “**COMPANY** “ means Bharat Dynamics Limited wherever situated and includes the Factory or Factories, Show Rooms, Service Centers, Head Office, Administrative Offices, its branches and Test Ranges;
- 3.2. “**EMPLOYER**” means the Managing Director of the Company and includes the General Manager of the Division and / or any other officer to whom the powers and functions may be delegated in this behalf;
- 3.3. “**MANAGEMENT**” means Company’s Managing Director or any other person authorised to act on his / their behalf or on behalf of the Company from time to time, or to whom any of his powers are delegated;
- 3.4. “**MANAGER**” means the Manager of the Factory and includes Head of the Department concerned;
- 3.5. “**EMPLOYEE**” means any person who is “workman “ as defined under the Industrial Employment (Standing Orders) Act, 1946 and who is employed by the Company either on monthly basis or on daily basis;

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- 3.6. (a) “**PREMISES**” shall include factory, buildings, offices, shops, hangars, canteens and all other ancillary offices and buildings as well as vacant spaces located within the factory’s precincts, and shall also include the Test Range and the estate of the Company;
- (b) “ **FACTORY PREMISES**” will be the same as 3.6 (a) above, except the estate of the Company;
- 3.7. “ **NOTICE BOARDS**” means the Board maintained for the purpose of displaying Company's notices;
- 3.8. “**MUSTER ROLL**” means any register or registers maintained by the Company for the purpose of recording attendance of the said employees;
- 3.9. “**ATTENDANCE**” means presence of the employee concerned at the place or places where he is required to report for getting his attendance marked or presence of the employee at place or places where he is required to work;
- 3.10. “**MEDICAL ATTENDANT**” means the Medical Officer of the Company or any person authorised to act on his behalf.

NOTE: 1. Word denoting the masculine gender shall be read to include the feminine gender also;

2. Words denoting singular number shall be read to include the plural number and vice-versa

#### 4. **Classification of Employee:**

The employee of the Company will be classified as:

- |                  |                         |
|------------------|-------------------------|
| (a) Permanent    | (e) Trainee             |
| (b) Temporary    | (f) Apprentice          |
| (c) Probationary | (g) Badli or substitute |
| (d) Casual       |                         |

(a) A ‘permanent employee’ is an employee who has been engaged on a permanent basis and includes any person who has been duly confirmed in his appointment after he has satisfactorily completed the probation period of 6 months in the same or another occupation in the service of the Company



including breaks due to sickness, accident, authorized leave, lock-out, strike (not being an illegal strike) or involuntary closure of the establishment.

(b) A 'temporary employee' is one who has been engaged for work which is essentially of a temporary nature likely to be finished within a limited period, or in a temporary post, or in connection with a temporary increase in work, for a limited period.

(c) A 'Probationary employee' is one who is provisionally employed in a permanent post and has not completed the probationary period of six months. In case of a permanent employee appointed as probationer in a new post, he may, during the probationary period or at the end of that period, be reverted to his permanent post if his work is found unsatisfactory. The Management has right to extend the probationary period originally fixed by not more than 6 months in writing at the discretion of the Management and terminated the service of employees in case of unsatisfactory work or otherwise during the probationary period.

(d) A 'Casual employee' is an employee who is engaged on work which is of occasional or casual nature either on monthly or daily rated wages.

(e) A 'trainee' is a learner who may or may not be paid salary or stipend during the period of his training and who is not an apprentice as admissible under the terms of contract or rules framed by the Management.

(f) An 'Apprentice' means a person as defined under the Apprentices Act, 1961 and is paid stipend or allowances during his period of apprenticeship as admissible under the terms of contract or rules framed by the Management.

(g) A 'Badli' or substitute means an employee who is appointed to the post of a permanent employee or probationer who is temporarily absent and whose name is entered in the badli register.

#### 5. **Identification Badge:**

(i) Every employee, other than a casual and badli employee or trainee or an apprentice, may be given an identity badge/gate pass at the time of his appointment, showing his number, department, photograph, etc. The Badge/Gate Pass number may be changed as and when necessary by the company on account of transfer, promotion and for other administrative reasons. The badge/gate pass shall, on being required, be surrendered to the person authorised by the Management;

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(ii) Every casual and Badli employee will be provided with a token showing his number, and shall, on being required surrender the same to the person authorised by the Management;

(iii) Every trainee or an apprentice shall be provided with a badge or a gate pass and he shall surrender it in being required by the person authorized by the Management;

(iv) Every employee shall wear the budge/ gate pass / token in a visible manner on his person as prescribed by the Management while he is on duty and he is in the Factory.

(v) Any employee who losses his identity badge/token shall report the loss immediately to the Security Department.

(vi) The issue of identity badge/token at the initial appointment shall be free of charge. Any replacement of the same due to loss/damage owing to the negligence or default of the employee shall be charged at such rate as may be decided by the Management, but such rate shall not exceed the cost incurred on it and this sum shall be recovered from his wages. If the identity card/badge becomes illegible or disfigured due to natural wear and tear, the management may replace it without any charge once in a year. On subsequent occasions the employee shall pay charges as decided by the management;

(vii) The identity badge/token will remain the property of the Company and every employee shall, on termination of service or suspension, surrender the same to the Security Department failing which such sum as the Management may specify in this behalf may be recovered from the employee, which shall not exceed the cost of identity card, token or badge.

**6. Entry & Exist:**

(i) All employees except those exempted by the Management shall keep the badge/gate pass with them and shall be required to show them to Security Guards and/ or such other persons as may be notified by the Management, at the gates to gain entry into the company's premises, failing which, entry into the premises will be denied. Those who do not bring their gate pass/badge shall report to the Security Department, which may issue a temporary badge/gate pass.



(ii) All Casual and Badli employees shall pick-up their token before entry into the factory from the receptacle provided for the purpose at the gates and drop them before leaving the factory. They will be permitted to enter the factory only 15 (fifteen) minutes before the commencement of their respective shifts;

(iii) All employees except the employees exempted by the Management will be permitted to enter the factory premises only half an hour before the commencement of their respective shifts;

(iii) All employees shall enter and leave the factory or work premises only through the gates provided for the purpose. These gates may be closed during the working hours at the discretion of the Management.

#### **7. Search:**

(i) Any employee is liable to be detained and searched while entering or leaving or within the factory premises by the Security Staff of the Company and/ or such other persons appointed by the Management for the purpose. A female employee shall be searched only by a female searcher or any other authorized female employees;

(ii) Search of the employee detained shall be made in the presence of another employee of the same sex as the employee detained for search and other independent witness or witnesses, if readily available;

(iii) Any employee carrying tiffin boxes, document cases, bags and other receptacles, shall keep them open for inspection as they pass out of the gates, or at any other time when demanded by the authorized persons of the Company;

(iv) The Management has a right to remove from those searched any article believed to be belonging to the Company or such other articles, as the Management considers likely to endanger employees or property of the Company.

#### **8. Working Hours:**

(a) The periods and hours of work and the lunch break for all classes of employees in each shift shall be exhibited in English and in regional languages of the employees employed in the establishment on Company's Notice Boards.

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(b) The employee may be assigned to any special shift to suit the convenience of Department.

(c) The employee shall be liable to be transferred from one shift to another depending upon the exigencies of work at the discretion of the Management. Except in emergencies, the Management will, as far as possible, give to the employee concerned 8 hours notice of such transfer from one shift to another;

(d) The employee booked for overtime for two or more hours in continuation of their assigned shifts will be allowed a recess of 30 minutes at the end of their respective shifts.

(e) Ordinarily, the starting and closing time of each shift and midshift breaks will be signaled by means of a whistle or a siren, but failure to sound the whistle or siren due to unavoidable circumstances will not entail employees to attend late or depart early.

**9. Publication of Holidays and Pay Days:**

Notice specifying the days observed by the Company as holidays and pay days shall be displayed on the Company's Notice Board.

**10. Publication of Wages Rates and Classification of Jobs:**

(i) Notice specifying the rates of wages payable to all categories of employees shall be displayed in English and in the principal languages of employees on the Company's Notice Boards.

**11. Shift working:**

(i) Shift working shall be regulated in accordance with the provisions of Factories Act. More than one shift may be worked in any Department or Section of Department of Factory or Works, at the discretion of the Management. Notice showing the shifts shall be pasted on the Notice Boards.

(ii) Employees shall not change their shifts without permission, nor shall they leave their jobs at the end of the shifts, without the permission of their authorised superiors or until they are duly relieved by their successors.



**12. Attendance and late coming:**

- (a) All employees shall be at work at the commencement of shift time fixed and notified under these Standing Orders.
- (b) Attendance of the employees shall be recorded by the employees punching their time cards or by any other manner as may be specified. The attendance of casual/badli employees may be recorded from time to time at which they pick up and drop their tokens. Employees shall lose their attendance and corresponding wages if they do not clock in or clock out or record their attendance in the manner specified by the Management. Employees reporting late or leaving early will be liable for corresponding deductions in their earnings. For administrative convenience, the late coming and early going will be calculated in units of 15 minutes. For the purpose computation of wage attendance of less than one hour in a day shall not be taken into account.
- (c) Employee shall be liable to be shut out if they come late by 30 minutes in their shifts and marked absent for the day. However, employees who come late may be admitted for the officers authorized in this behalf at their discretion work by and shall be subject to wage deductions for the time of their absence from duty as per Payment of Wages Act, 1936 as amended from time to time.
- (d) No employee shall be allowed to leave the work spot during working hours without prior permission of his Department Head or any other person authorised by him, in the prescribed form.
- (e) Any employee who, after registering his attendance is found to be absent from his place of work during working hours without permission shall be treated as absent for the time of his absence, and shall be deemed to be absent from the place where he is required to work and his wages shall be subject to deduction in accordance with Payment of Wages Act, 1936, as amended from time to time. If, although present in such place, he refuses, in pursuance of a stay-in-strike or for any other cause which is not reasonable in the circumstances, to carry out his work, his wages shall be subject to deduction in accordance with the provisions of the Payment of Wages Act, 1936, as amended from time to time.

**13. Duties and obligations of employees during working hours:**

- (i) Every employee shall at all times maintain absolute integrity and devotion to duty and shall conduct himself at all times in a manner, which will enhance the reputation of the Company
- (ii) Every employee shall carry out the work for which he has been employed conscientiously and to the best of his ability and in accordance with specific or general instructions given to him from time to time by the Management directly or through delegated authority.
- (iii) Employee shall not enter or pass through Departments other than those in which they are employed unless this is necessary in the course of their duties.
- (iv) Employees shall not engage themselves in any work or trade excepting that of Company's either for themselves or for any other person and purpose during the working hours.
- (v) Such employee is responsible for and shall take proper care of all documents, records, machines, plant, gauges, jigs, fixtures, drawings, etc., generally or specifically entrusted to him during his working hours. Employee shall not take out of premises any articles, documents, drawings, materials, etc., belonging to the Company without a pass in the prescribed form issued by the Manager or any officer authorized by him on this behalf. Neither shall they conceal or attempt to conceal any such articles, materials etc.
- (vi) Employees shall take precautions to safeguard the Company's property and to prevent accident or damage or fire to it. An employee shall at once report to his supervisor or foreman or manager any defect, which he may notice in any machinery/equipment, connected with his work. He shall also immediately report any defect or occurrence which he may notice and which might endanger himself or any other employee/person or might result in damage to the Company's or any employee's/person's property. It is the duty of every employee to see that his machine and/or work place is kept clean and tidy.





- (vii) Receiving/returning of Tools/Materials from the shop sub-stores/main stores shall be regulated as per the Procedure laid down by the Management. For any loss/damage of such tools, the cost will be recovered from the wages of employee concerned.
- (viii) Strict observance of all safety instructions including fire prevention and protection is obligatory on the part of the employee. Employee shall not, unless specifically authorised, interfere with any safety device of any machine running or idle. Where the Company provides protective clothing or Uniforms, appliances etc., for the safety of employees, these shall be worn by such employees while engaged in such jobs.
- (ix) The employee shall not refuse to work over time whenever there is exigency of work.

#### **14. LEAVE:**

- (a) Employee will be entitled to vacation leave, casual leave and female employees will be entitled to maternity leave, in addition to the above, in accordance with the provisions of ESI Act. The quantum of leave that the employee are entitled to, the manner in which it is to be applied for, and the manner in which it will be granted, will be governed by the leave rules of the Company.
- (b) If an employee absents himself continuously for more than ten consecutive days without prior permission, he will be deemed to have abandoned employment voluntarily and his name from the muster roll will be struck off and he will lose his lien on is employment.
- (c) If the employee absents himself continuously for more than ten consecutive days beyond the leave originally granted or subsequently extended, he wile deemed to have abandoned employment voluntarily and his name from the muster roll will be struck off and he will lose his lien on his employment. If however, his absence is covered on medical ground by ESI scheme or by certificate by a Registered Medical Practitioner, his absence may be considered valid and his services may be continued proved he produces a medical certificate from ESI authorities or Registered Medical Practitioners.

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- (d) Mere sending of leave applications by post and by other agency will not be considered as grant of leave automatically. In case such leave is not granted he shall be deemed to be absent himself from the work without permission.
- (e) The management may discharge employee after giving 15 days notice; an employee (1) who has been in receipt of disablement benefit for temporary disablement after he has been in receipt of such benefit for a continuous period of 6 months or more, (2) who has been under medical treatment for sickness other than tuberculosis, Leprosy, Mental and Malignant disease or has been absent himself from work as a result of his illness duly certified in accordance with the ESI regulations to arise out of the pregnancy or confinement rendering the employee unfit for the work after the employee has been under such treatment or has been absent from work for a continuous period of 6 months or more, (3) who has been under medical treatment for tuberculosis, Leprosy, mental and malignant diseases duly certified in accordance with the ESI regulations after the employee has been under such treatment for a continuous period of 12 months or more.

#### **15. Festival Holidays:**

- (i) Subject to exigencies of work, employees shall be granted holidays with wages on the three National Holidays, viz. Republic day, Independence day and Gandhi Jayanthi and other public festival of general or local importance during calendar year as decided by the Management. The total number of Festival Holidays (including the three days indicated above) to be observed every year shall not be more than 12 (twelve). Employee who cannot be spared on these public holidays shall be granted a compensatory holiday with wages on an alternate day yet the convenience of the management, or a day's wage in lieu thereof.
- (ii) A notification indicating the festivals which will be observed as a holidays with wages will be issued at the beginning of each calendar year and will be pasted on the Notice Boards.



**16. Payment of wages:**

- (a) All wages due to the employee will be disbursed on or before 7<sup>th</sup> day of the month following. The date of payment of the wages shall be notified on the company's Notice Boards. All deductions from the wages shall be made in accordance with the provisions of the Payment of Wages Act, 1936 as amended from time to time.
- (b) If ten or more employed persons acting in concert absent themselves from work without 14 days notice to the Management, they will be liable for deductions of wages under the Payment of Wages Act, 1936 as amended from time to time.

**17. Stoppage of work:**

- (i) The Management may, at any time/times, in the event of fire catastrophe, breakdown of machinery or stoppage of power supply, epidemics, civil commotion, shortage of raw materials, lack of orders, or other causes beyond its control, stop any section/department of the Company, wholly or partially for any period or period without notice.
- (ii) In the event of such stoppage during working hours, the employee affected shall be notified as soon as practicable by notices put up on the Company's Notice Board in the Departments concerned, as to when the work will be resumed and whether they are to remain or leave their place or work. If the period of detention does not exceed one hour, the employees so detained shall not be paid for the period of detention. If the period of detention does not exceeds one hour, the employee go detained shall be entitled to receive wages for the period they are detained, as a result of the stoppage. No other compensation will be admissible in case of such stoppage. Wherever practicable, reasonable notice of resumption of normal work shall be given
- (iii) The Management may, in the event of a strike affecting either wholly or partially any Section or Department of the Company, close down either wholly or partially such section of department affected by such closing down. The fact of such a closer shall be notified as soon as practicable by notices put on the Company's Notice Boards and in the Department concerned. The employee concerned shall also be notified by a notice on the Company's Notice Board as to when work will be resumed.

- (iv) All matters connected with 'lay-off' will be dealt with in accordance with the provisions of the Industrial Disputes Act, 1947.

#### **18. Essential Services :**

The following departments and employees are considered as comprising the company's essential services and should be available at all times and in all cases of emergency;

- (i) Fire Protection.
- (ii) Watch & Ward, Vigilance & Security.
- (iii) Telephone Operators.
- (iv) Welfare Departments such as Canteens, Medical and Sanitation.
- (v) Maintenance and Repairs Department
- (vi) Transport
- (vii) Power and Water Supply.
- (viii) Range Operation

#### **19. Termination of employment**

- (i) Services of a permanent employee may be terminated by either party giving to the other a notice in writing or paying equivalent wages in lieu of the notice, as required under the rules of the Company.
- (ii) If any Departmental proceedings are pending against an employee, he cannot resign from service giving notice, as required, in case the Management desires to continue the proceedings against him.
- (iii) No notice is necessary in the case of temporary or probationary or casual or Badli employee or in the case of trainee and their services may be terminated forthwith subject to provisions of the Industrial Disputes Act, 1947.
- (iv) In lieu of written notice, the company will pay wages for the respective periods shown and conversely, will deduct the corresponding amounts from the employee's earnings.
- (v) If an employee leaves before the expiry of the period of notice of termination by the Company, he will be paid only for the period actually works. If an employee does not report for work after giving the notice of his intention to resign, or reports for duty for a few days



and stays away without serving full notice and an amount equivalent to his basic salary for the requisite period of notice shall be recovered from him.

- (vi) If an employee gives notice of his intention to resign, the Management may accept the resignation and release him at once or at any time before the date of expiry of the notice period, in which case he will be paid only for the period he actually works.

**20. Payment of termination :**

The payment to which an employee is entitled to termination on account of death, misconduct, resignation, medical grounds, superannuation, etc., will be governed by the rules of the Company notified from time to time and the relevant provisions of Industrial Disputes Act, 1947 and Payment of Wages Act, 1936.

**21. Holding office of profit elsewhere :**

No employee shall directly or indirectly participate in the management of or holding employment or any other office of profit in other companies, firms, institutions etc., but any employee affected by this rule may put his case to Management for consideration so that such employment may be permitted if it does not conflict with the interest of the Company or will not interfere in any manner with his work in the Company. The decision of the Management as to whether the employee is holding office of profit or not will be treated as final.

**22. Forwarding of applications :**

No employee shall apply for any scholarship/appointment/commissions etc. without written permission of the Management. Applications from employees may be forwarded by the Management in accordance with the rules notified by the Management from time to time. Management reserves the right to withhold any such application without assigning reason.

**23. Medical:**

All candidates selected for employment shall undergo a thorough medical examination and all employees shall be liable for periodical examination as prescribed by the Management. Any employee may also be required to undergo a medical examination if the Head of his Department is of the

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opinion that the employee is physically unable to carry on his duties. If on such examination, the employee is found unfit, he is liable to be discharged.

#### **24. Safety Measures**

Safety arrangements are provided by the management throughout the Company premises wherever necessary, and employees are instructed in their proper use. Failure to use the safety equipment provided, or disregard of the safety rules, constitute a breach of rules, involving disciplinary action.

#### **25. Grievances:**

If any employee has any complaint or grievance, he should represent the same in accordance with the Grievance Procedure established for the purpose.

#### **26. Acts of mis-conducts:**

The following acts and omissions inter alia shall be treated as misconduct :

- (1) In-subordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of his superiors;
- (2) Theft, fraud, breach of trust or dishonesty in connection with the employer's business or property;
- (3) Willful damage to or loss of employer's goods or property or sabotage;
- (4) Taking or giving bribes or any illegal gratification or indulging in any corrupt practices;
- (5) Habitual late attendance for more than four times in a month;
- (6) Habitual absence without leave or without prior permission for two or more times in a calendar year;
- (7) Absence from the place of work without permission or without reasonable cause;



- (8) Breach of Standing Orders or any Company Rules or any instruction laid down from time to time or any law applicable to the establishment;
- (9) Riotous or disorderly behavior or any act subversive of discipline;
- (10) Habitual negligence or neglect of work for two or more times in a year;
- (11) Striking work either singly or alongwith others or inciting others to strike work or abetting the strike in contravention of the provisions of any law or rule having the force of law or these standing orders;
- (12) Carrying concealed weapons, fighting, causing or attempting to cause bodily injury to another employee or person, drunkenness, boot legging or conduct which violates the common decency or morality of the community or threatening or intimidating any employee of the Company;
- (13) Slow-down in performance of work or inciting others to resort to go-slow policy or malingering;
- (14) Accepting service in other establishment, factory without permission of the management;
- (15) Displaying or distributing in the company's premises, hand bills, pamphlets, playcards, posters, banners, unauthorized badges, etc., without the prior permission of the Management;
- (16) Attending or holding meetings within the Company's premises without the previous written permission of the Management;
- (17) Disclosing to an unauthorized person or persons including the fellow employee, any confidential information in regard to work or any process used in the Company which comes into the possession of any employee during the course of his work; or taking the photographs of the plant, machinery, product, building etc., without the permission of the Management;



- (18) Canvassing for a Union or Association or Party Membership within the Company's premises;
- (19) Gambling and money lending or doing any other private business within the Company's premises;
- (20) Smoking or possessing match box, lighters or flame producing materials within the Company's premises in place where it is prohibited:
- (21) Deliberately making false complaints against any employee/superior knowing them to be false;
- (22) Writing anonymous or pseudonymous letters criticising any employee/superiors of the Company and making false reports against employees;
- (23) Refusal to accept or to take notice of any order or charge sheet or any other communication served either in person or in due course by post, or by notification on the Company's Notice Boards;
- (24) Refusal to accept transfers from one shift, department, division or place to another;
- (25) Deliberately making false statements before a superior or forging the signature of a superior or that of any of the persons;
- (26) Conviction by a Court of Law for any offence involving moral turpitude;
- (27) Proxy punching/registering of attendance or abetting in the act of punching/registering attendance of another employee;
- (28) Picketing or demonstration or Gherao within the Company's premises or any demonstration within the Factory premises;
- (29) Violation of the terms and conditions of allotment of company's quarters or use of company's transport:





(30) An employee shall not:

**Authority** (i) *act as office bearer of a political party or an organization*  
*which takes part in politics;*  
Cir No. (ii) *take part in or assists in any manner in any movement/*  
BDL/04/82/5 *agitation or demonstration of a political nature within the*  
Dt.04-05-1985 *premises of the Company;*  
(iii) *take part i.e., contest in an election to any legislature or*  
*local authority;*  
(iv) *canvass in any election to any legislation or local*  
*authority within the premises of the company.*

(31) Impersonation;

(32) Entering and/ or moving within the factory premises:

- (a) without identity card and/or badge on his person while on duty; and
- (b) without permission while not on duty;

(33) Falsification or defacing of record and/ or defalcation;

(34) Habitual indebtedness, insolvency, etc.;

(35) Making false declaration regarding age, qualification and experience in the application for appointment, or when physical fitness examination record is being made or at any other time;

(36) Sleeping while on duty;

(37) Using or commercializing or alienating any invention, discovery or patent invented, discovered or patented as the case may be in the course of the employee's employment under the Company for the benefit of himself or any other person, firm, company or Corporation;

(38) Applying for appointment, scholarships, fellowships, travel grants or any training without the permission of the Company;

(39) Spreading false rumours or giving false information which may bring into disrepute the Company or its employees, or spreading panic among the employees:

(40) Acceptance of gifts from subordinate employees, lending or borrowing money to or from employees and their superiors;

Note: The expression 'gift' shall not include:

(a) a casual meal, lift or other social hospitality:

(b) On occasions, such as wedding, anniversaries, funerals or religious functions, a gift when the making of it is in conformity with prevailing religious or social practice, and does not exceeds Rs.100/- in value:

(41) Collection of any money within the premises for purposes not approved by the Management;

(42) Unauthorized use of Company's quarter, land or other property;

(43) Refusal on the part of employee to work on a similar machine, other than the job or machine on which he is usually employed or refusal to work over time(including on Sundays and holidays) when exigencies of work demand it;

(44) Handling any machine, vehicles, equipment, apparatus, etc., not entrusted:

(45) Falsifying or refusing to give testimony when any accident, misconduct or other matters are being investigated;

(46) Non return of company's properties on or before the stipulated period;

(47) Failure to wear prescribed uniform, overalls safety clothing and equipment etc., while on duty;

(48) Contracting another marriage while a wife is still alive without first obtaining the permission of the management, notwithstanding that such subsequent marriage is



permissible under the personal law for the time being in force of the employee;

- (49) No employee shall without permission publish or cause to publish an article written by him or any matter what-so-ever any article or any question paper, journals or other publications, provided that such permission shall not be necessary for the publication of the articles which have no bearing on the affairs of the Company and which do not affect the Company;
- (50) Unauthorized transfer of identity card;
- (51) Failure by employee to inform a Medical Officer of the Company of the occurrence in his house of a notifiable disease viz., Cholera, Small Pox, Leprosy, Diphtheria, Cerebro-spinal Meningitis, Plague, Bacillary Dysentery, Yellow Fever, Typhoid or Enteric Fever, Mumps, Epidemic, Dropsy, Measles etc.;
- (52) Loitering, idling, or wasting time during working hours, either singly or in groups, within the establishment or staying after the authorized hours of work without permission;
- (53) Interference in the duties of other employees of the Company;
- (54) Theft of employees property in side the premises of the establishment or Company's estate;
- (55) Abatement of or attempt to commit any of the above acts of misconduct;
- (56) *Indulging in and committing any act of harassment of any women at his work place :*

**Authority**                      *Explanation: For the purpose of this Rule, "sexual harassment" includes such unwelcome sexually determined behavior, whether directly or otherwise as -*  
 Cir. No.                              *(a) Physical contact and advances;*  
 BDL/04/51/                           *(b) Demand or request for sexual favours;*  
 003/C-P&A  
 dt.05-07-1999

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- (c) *Sexually colored remarks;*
- (d) *Showing any pornography; or*
- (e) *Any other unwelcome physical, verbal or non- verbal conduct of a sexual nature.*

## **27. Punishments for misconducts**

The following punishments may for good and sufficient reasons be imposed for misconduct :

- (a)
  - (i) Censure
  - (ii) Warning
  - (iii) Fine (subject to the provisions of the Payment of Wages Act, 1936 as amended from time to time)
  - (iv) Stoppage off increments, with or without cumulative effect.
  - (v) Demoted to a junior category or lower grade.
  - (vi) Reversion/reduction to the minimum of scale of pay or lower stage of time scale.
  - (vii) Recovery from pay, full or part of pecuniary loss or damage caused to the Company by negligence or breach of order.
  - (viii) Suspension, without wages for a period not exceeding 4 days at a time.
  - (ix) Removal from service which does not disqualify future employment.
  - (x) Dismissal which disqualifies future employment.
- (b) No employee shall be punished till a written Memorandum of charges, setting forth the circumstances appearing against him and the nature of the misconduct involved, and requiring his explanation has been issued to him and he has been afforded a reasonable opportunity to submit his explanation in writing.
- (c) No order of dismissal shall be made unless the employee concerned is informed in writing of the alleged misconduct and is given an opportunity to explain the misconduct alleged against him. The approval of the Management is required in every case of dismissal when circumstances appear to warrant it, the Management may institute independent enquires before dealing with charges against employee, provided that in case of an employee to whom Clauses 2 of Article 311 of the Constitution of India apply, the provisions of that Article shall be complied with.



- (d) In awarding punishment under this Standing Orders, the Management shall take into account the gravity of misconduct, the previous record, if any of the employee and other extenuating circumstances that may exist. A copy of the order passed by the Management shall be supplied to the employee concerned.

### **EXPLANATION**

(1) The following shall not amount to penalty within the meaning of this Standing Order:-

- (i) Non grant of increment or stoppage of increment at an efficiency bar/selection grade/stage.

(2) Withholding of increment for failure of the employee to earn the increment in accordance with the rules or orders governing the service of the post or the terms of appointment.

(3) Compulsory retirement of the employee in accordance with the rules relating to his superannuation or retirement.

(4) Termination of the Service of :

(a) an employee appointed on probation during or at the end of the probationary period;

(b) a temporary employee, in accordance with the terms of his appointment;

(c) an employee employed under an agreement or contract in accordance with the terms of such agreement or contract.

(5) Suspension of an employee under Standing Order No.29(a).

### **28. Disciplinary Action Procedure :**

(a) Where an act of mis-conduct is alleged against an employee for which the penalty of fine or censure is proposed to be inflicted, the employee shall be given an opportunity to show cause before the penalty is imposed.

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(b) case of misconduct for which any of the other penalties (i.e. other than fine and censure) are proposed to be imposed a written charge-sheet stating the allegation and misconduct involved shall be given to the employee requiring his explanation within a period to be specified in the charge-sheet.

(c) The employee should be afforded reasonable opportunity to submit his explanation in writing within a stipulated time. In case additional time is required, the competent authority may at his discretion extend the time. If the allegations are denied by him, the officer or committee of officers of the Company nominated by the management may institute inquiry into the alleged act of misconduct.

(d) The employee concerned will be afforded reasonable opportunity of explaining and defending his action. Any such inquiry may relate to the alleged mis-conduct of several employees together in which case the inquiry may be held for all the employees together. The employee against whom the enquiry is being conducted by the management may produce any witness to defend his case and cross examine any witness of the Company. The employee may be allowed to get assistance of a co-employee during the inquiry proceedings if he so desire.

(e) The Enquiry Officer/Committee shall conduct enquiry into the misconduct and submit his/its finding to the competent authority. The competent authority may impose such punishment as he deems fit.

(f) The Enquiry Officer/Committee shall conduct enquiry into misconduct and submit his/its findings to the Competent Authority. The Competent Authority may impose such punishment as he deems fit.

**Authority** (g) The Complaints Committee will be deemed to be  
 PC No. 29/2005 an inquiry authority and the report of the Complaints  
 dt.29.12.2005 Committee shall be deemed to be an inquiry report  
 PC No.01/2006 under the Standing Orders. Thereafter, the  
 Dt.02.01.2006 disciplinary authority will act on the report in  
 accordance with the rules.

[Note: The Complaints Committee refers here is the Complaints Committee constituted to deal with sexual harassment cases of women at work places.]

(NOTE : Came into force w.e.f. 29-12-2005)



“Provided that where there is a complaint of sexual harassment within the meaning of Sub-clause (56) of clause (26), the Complaints Committee constituted under sub-clause (ii) of clause 28(g) in each establishment for inquiring into such complaints, be deemed to be the inquiring authority appointed by the employer for the purpose of these rules.”

- (i) The Complaints Committee shall hold the inquiry, unless separate procedure has been prescribed for the Complaints Committee for holding such inquiry into the Complaints of sexual harassment, as far as practicable, in accordance with the procedure laid down in these rules ;
- (ii) The Complaints Committee shall consist of :
  - (a) A Chairperson who shall be a woman,
  - (b) Two members representing Non-Governmental Organisation (NGO) or any other body which is familiar with the issue of sexual harassment or nominees of the National or State Human Rights Commission or the National or State Commission for Women familiar with the issue of sexual harassment,

To be nominated by the employer :

Provided that one of the two members of the Complaints Committee shall be a woman.

- (iii) The Complaints Committee shall make and submit every year an annual report, to the appropriate Government, of the complaints and action taken,
- (iv) The employers or their agents shall report, to the appropriate Government, on the compliance of the guidelines issued by the Central Government in pursuance of the directions of the Supreme Court in Writ Petition (Criminal) Nos. 666-670 of 1992 (Vishaka Vs State of Rajasthan, (1997) 6 SCC 241 : 1997 SCC (Cri.) 932) including on the reports of the Complaints Committee.

- (v) Procedure to be followed by the complaints committee for holding inquiry into the Complaints of Sexual harassment.
  - (a) The Committee will inform the delinquent employee in regard to the complaint received and its intention to hold inquiry indicating date, place and time of enquiry.
  - (b) The Committee will follow the normal procedure of enquiry.
  - (c) On conclusion of enquiry, the Committee will give its report to disciplinary authority for action.

**29. Suspension :**

- (a) Where a disciplinary proceeding for misconduct against a workman is contemplated or is pending or where criminal proceedings against him in respect of any offence are under investigation or trail and the employer is satisfied that it is necessary or desirable to place the workman under suspension, he may, by order in writing, suspend him with effect from such date as may be specified in the order. A statement setting out in detail the reasons for such suspension shall be supplied to the workman within a week from the date of suspension. The suspended employee shall not during the period of suspension enter the factory premises, except with the special permission of the Management, or where he is specially called for by the Management in connection with the enquiry, He shall also not leave station without the written permission of the Management.
- (b) A workman who is placed under suspension under clause (a) shall, during the period of suspension be paid a subsistence allowance at the following rates namely:-
  - (i) Where the disciplinary proceeding contemplated or pending is departmental, the subsistence allowance shall, for the first ninety days from the date of suspension equal to one half of the basic wages, dearness allowance and other compensatory allowance to which the workman would have been entitled, if he was on leave with wages. If the departmental proceeding gets prolonged and the workman continues to be under suspension for a period exceeding ninety days, the subsistence allowance shall for the period





exceeding ninety days be equal to three fourths of such wages, dearness allowance and other compensatory allowances, provided that where such proceeding is prolonged beyond a period of ninety days or reasons directly attributable to the workman, the subsistence allowance shall for the period exceeding ninety days, be reduced to one-fourth of such basic wages, dearness allowance and other compensatory allowances;

(ii) Where the disciplinary proceeding is by the police or by any Court of Law or where criminal proceedings against the workman are under investigation or trial, the subsistence allowance shall, for the first one hundred and eighty days from the date of suspension, be equal to one half of his basic wages, dearness allowance and other compensatory allowance to which the workman would have been entitled to, if he were on leave. If such disciplinary proceeding or criminal proceedings gets prolonged and the workman continues to be under suspension for a period exceeding one hundred and eighty days, the subsistence allowance shall, for the period exceeding one hundred and eighty days be equal to three fourths of such wages. Provided that where such disciplinary proceeding or criminal proceeding is prolonged beyond a period of one hundred and eighty days for reasons directly attributable to the workman, the subsistence allowance shall for the period exceeding one hundred and eighty days, be reduced to one fourth of such wages.

- (c) If on the conclusion of the disciplinary proceeding or as the case may be of the criminal proceedings, the workman has been found guilty of the charges framed against him and it is considered after giving him a reasonable opportunity of making representation on the proposed penalty that an order of dismissal or suspension or fine or stoppage of annual increment or reduction in rank would meet the ends of justice, the employer shall pass an order accordingly;

Provided that when an order of dismissal is passed under this clause, the workman shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period and the subsistence allowance already paid to him shall not be recovered;

Provided further that where the period between the date on which the workman was suspended from duty pending the proceeding or investigation or trial and the date on which an order of suspension was passed under this clause exceeds four days, the workman shall be deemed to have been suspended only for four days or for such shorter period as is specified in the said order of suspension and for the remaining period he shall be entitled to the same wages as he would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him for such period;

Provided also that where an order imposing fine for stoppage of annual increment or reduction in rank is passed under this clause, the workman shall be deemed to be on duty during the period of suspension and shall be deemed to be on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him for such period;

Provided also that in the case of a workman to whom the provisions of clause (2) of Article 311 of the Constitution apply, the provisions of that article shall be complied with.

- (d) If on the conclusion of the disciplinary proceeding or as the case may be of the criminal proceedings, the workman has been found to be not guilty of any of the charges framed against him, he shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been placed under suspension after deducting the subsistence allowance paid to him for such period.
- (e) The payment of subsistence allowance under this Standing Order shall be subject to the workman concerned not taking up any employment during the period of suspension.

30      **Appeal:**

The aggrieved employee may appeal against the order of punishment to the next higher authority within a period of one month from the date of receipt of the orders of punishment by the employees. The appellate authority may at his discretion admit the appeal even after the



lapse of stipulated period. The appellate authority shall dispose the appeal within a month of presentation of appeal.

**31. Special procedure :**

Notwithstanding anything contained in Standing Orders 27 and 28 above, no enquiry is necessary before taking any disciplinary action in cases where the employee has been convicted by a Court of Law for an offence involving moral turpitude or the Management is satisfied for the reasons to be recorded in writing that it is impracticable or inexpedient for reasons of security, the employee may be dismissed/discharged or otherwise punished summarily dispensing with the enquiry.

**32. Deductions :**

Deductions from the wages of an employee shall be made only in accordance with the provisions of the Payment of Wages Act, 1936 and the Rules framed thereunder.

**33. Service Certificate :**

Every employees shall be entitled to Service Certificate at the time of discharge or retirement form the service

**34. Change of address:**

An employee must notify the Company immediately of any change of address. Communication forwarded by the Company to the last address given by the employee shall regarded as sufficient compliance for the purpose of any notice.

**35. Overtime :**

Subject to the provisions of Law applicable for the time being, all employees are liable to work overtime whenever required by the Management for work in the establishment.

**36. Inventions and patents :**

The Company shall have the absolute proprietary right over all the inventions, discoveries and patents resulting form the employees labour in the courses of their employment under the company. The

employee concerned may, however, be suitably rewarded by the Company.

### **37. Retirement /Superannuation**

**Authority**

*Cir No. BDL/*

*04/51/003/C-P&A*

*dt.06-07-1988.*

- (a) The Superannuation/Retirement age shall be 60 (sixty) years.
- (b) The employee/workman shall retire from the services of the company on the afternoon of the last day of the month in which he/she attains the age of 60 (sixty) years.
- (c) The employee whose date of birth is the first day of the month shall retire from service on the afternoon of the last date of the preceding month on attaining the age of 60 (sixty) years.
- (d) There shall be no extension of service whatsoever beyond the age of 60 (sixty) years.

### **38. Liability of Manager :**

The Manager of the establishment shall personally be held responsible for the proper and faithful observance of the Standing Orders.

### **39. Exhibition of Standing Orders :**

A copy of the Standing Orders in English and the regional language of the employees shall be pasted on Company's Notice Board and shall be kept in legible condition.

### **40. Secrecy :**

- (i) No employee shall write any person (including a co-employee) or communicate to public, papers, journals, books pamphlets or leaflets or by speech or discussion at any time during services of the Company any information or documents subject to legal rights of employees, relating to company except with the approval of Management.



- (ii) No employee 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.
- (iii) Except in the ordinary course of his duty no employee shall disclose during service of the Company any secrets, cost of production of any or all the Company products, information of purchase made by or contracts entered into by the Company, information of settlement of claims by the Company in or out of course of any other information or matters of trade or business secrets.
- (iv) No employee is permitted to carry with him outside the factory premises any papers, books, drawing, photographs, instruments, apparatus, documents or any other property of the Company except with the permission of the Security Department. Provided that this provision shall not apply to those employees who are specially authorised by the Management to take of the factory premises papers approved by the Management and for which written permission is given.
- (v) Any books, drawings, sketches, photographs and similar papers containing notes or information relating to the company's business affairs, or operations shall always be treated as Company's property whether prepared by an employee or otherwise.
- (vi) Breach of this order shall be deemed to be misconduct and defaulting employee shall be liable to punishment in accordance with these Standing Orders, in additions to any other penalties to which he may be liable under the law.

**41 Proof of age or date of birth :**

In determining the age of an employee, the date of birth entered in his school certificate produced by him at the time of employment will prima-facie be admitted as proof of the employee's age. However, in the absence of such proof, a Certificate from the Company's Medical Officer will be considered. The decision of the Management as for the proof of age is final and conclusive.

**42 Sufficiency of Service of notice etc:**

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Any notice or chargesheet required to be delivered to an employee may be served personally or by Registered Post addressed to the employee at the last address furnished by him. If an employee is not found or evades, or refuses service, a copy may be pasted on the notice board of his department and such posting shall constitute adequate service of notice/charge sheet, communication, etc.,

**43 Loss of Company Property :**

The amounts to be recovered from the employee for the loss of Company property will be in accordance with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder.

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DISCIPLINARY AUTHORITY**Authority**

Cir No. BDL/04/51/32/C-P&amp;A

Dt. 21-10-1994

*I. In respect of employees covered by the Standing Orders of the Company.*

<i>Sl.No.</i>	<i>Category of employees</i>	<i>Disciplinary Authority</i>	<i>Appellate Authority</i>
1.	<i>Employees in Group 'A' to 'F' and others covered by Standing Orders</i>	<i>Sectional, Departmental Head, not below Gr. IV Level</i>	<i>Divisional Head</i>

NOTE : Categorisation of employees from Group 'A' to Group 'F' has now been done away with the introduction of New Wage Scales vide Wage Structure Revision Personnel Circular No.4/95, dated 27-03-1995 and Circular No.BDL/04/51/035/C-P&A dt.31.05.2001 which introduced Wage Groups from WG-1 to WG-10.

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**TRANSACTIONS IN STOCKS, SHARES, DEBENTURES  
MUTUAL FUNDS, etc.**

**Authority** In order to discourage employees of the Company  
*BDL/04/51/19(1)/* from indulging in speculation, it has been decided  
*C-P&A* that every employee of the company shall give a  
*Dt.08-07-1992* declaration in the enclosed proforma each year by  
30<sup>th</sup> April, in respect of the preceding year to the  
concerned authority, if his total transactions in stocks, shares, debentures,  
mutual funds, etc. exceeds prescribed limits in a calendar year. The limits  
prescribed are :

Non- Executives --- Rs.25,000/-. To be sent to Divisional P&A

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