



MADRAS FERTILIZERS LIMITED

STANDING ORDERS

EFFECTIVE JUNE 6, 1971

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Government of India
Ministry of Labour,
Employment & Rehabilitation
(Department of Labour &
Employment)

Office of the Regional Labour
Commissioner (Central)

Shastri Bhawan,
35, Haddows Road,
Madras - 6.

NO.M241(1)71

Dated the 7.5.1971

To :

- | | |
|--|--|
| (1) The Personnel Manager Madras
Fertilizers Limited Manali,
Madras. | (3) Shri D. Padmanabhan
Machine Department
Madras Fertilizers Limited
Manali, Madras. |
| (2) Shri G. Ramesh
Operator, Ammonia Plant
Madras Fertilizers Limited
Manali, Madras. | (4) Sri Purushotham Naidu
Operator (Utility)
Madras Fertilizers Limited
Manali, Madras. |

Sir,

Sub :- **Certification of Standing Orders for the Madras
Fertilizers Limited, Manali, Madras - Copy sent.**

In pursuance of Sec.5 (3) of the Industrial Employment (Standing Orders) Act, 1946, I Send herewith a certified copy of the standing orders for the Madras Fertilizers Limited, Manali, Madras together with an order made by me under Section 5 (2) of the said Act.

Yours faithfully,

(Sd.) **R. VENKATESAN,**
*Regional Labour Commissioner (C) &
Certifying Officer, Madras.*

Copy with a copy of enclosures to:

- (1) The CLC(C)/New Delhi.



MADRAS FERTILIZERS LIMITED
STANDING ORDERS

EFFECTIVE JUNE 6, 1971

MARAS FERTILIZERS LIMITED

MANALI, MADRAS-68.

STANDING ORDERS

1. SCOPE

1.1 These standing orders shall come into force on and from June 6, 1971 as provided in Section 7 of the Industrial Employment (Standing Orders) Act 1946 and shall apply to all workmen of Madras Fertilizers Ltd., Manali, excepting-

- (1) in so far as workmen engaged on contract may be covered by any special terms of their contracts,
- (2) in so far as apprentices may be governed by the apprenticeship contract or any special rules or orders framed by the Company for them.
- (3) workmen referred to in Section 13 (b) of the Industrial Employment (Standing Orders) Act 1946.

2. DEFINITION

2.1 In these Orders, unless there is anything repugnant in the subject or context;

- (1) "COMPANY" shall mean Madras Fertilizers Limited in respect of their factory at Manali.
- (2) "MANAGING DIRECTOR" shall mean the person for the time being appointed Managing Director of the Company who is also the Chief Executive of the Company and shall include any other person authorised to act as Managing Director of the Company for the time being on his behalf.
- (3) "PLANT MANAGER" shall mean the person for the time being managing the Plant or any other person authorised to act in his place. Plant shall include factory and vice versa.

"PLANT MANAGER" shall mean Manager and vice versa.

(4) "DEPARTMENTAL HEAD" shall mean the person in charge of a department and notified as such by an order of the Managing Director or Plant Manager as the case may be.

(5) "MANAGEMENT" means the Managing Director or the Plant Manager or the Departmental Manager or any other officer authorised to act in his place or to whom any power may be delegated to be exercised on his behalf.

(6) "WORKMAN" shall mean any person (including an apprentice) employed in the Company to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed or implied, but does not include any such person -

- (i) who is employed mainly in a managerial or administrative capacity, or
- (ii) who, being employed in a Supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him functions mainly of a managerial nature.

'WORKMAN' shall include employee and vice versa.

(7) "WAGES" shall mean all remuneration capable of being expressed in terms of money, which would, if the terms of employment expressed or implied were fulfilled, be payable to a workman in respect of his employment or of work done in such employment and includes-

- (i) such allowances (including dearness allowance) as the workman is for the time being entitled to;
- (ii) the value of any house accommodation or of supply of light, water, medical attendance or other amenity

or of any service or of any concessional supply of food-grains or other articles;

(iii) any travelling concession; but does not include-

- (a) any bonus;
- (b) any contribution paid or payable by the Company to any pension fund or provident fund or for the benefit of the workman under any law for the time being in force;
- (c) any gratuity payable on the termination of his service.

(8) "PREMISES" shall mean the area or properties owned, leased to or hired by Madras Fertilizers Ltd.

(9) "BADGE" means an identification badge bearing the workman's photograph and other information to serve as a means of identification at all times.

(10) "TIME CARD" means the Card issued to each workman and kept by the Company to record the times of entering and leaving the plant for work.

(11) "MASCULINE" (unless repugnant to the context) includes Feminine.

(12) "SINGULAR" (unless repugnant to the context) includes plural.

(13) "SATISFACTORY" OR "SATISFACTORILY" means to the satisfaction of the Company.

(14) In the case of any discrepancy in English or Tamil editions of these Standing Orders, English edition shall be taken as correct.

3. INTERPRETATION OF STANDING ORDERS

3.1 In case of any difference between these standing Orders and the current applicable law, the latter shall prevail. The decision of the Managing Director / Plant Manager or any authorised Company representative as the case may be, upon any question arising out of, in connection with or incidental to these Standing Orders shall be final.

4. CLASSIFICATION OF WORKMAN

4.1 Workman shall be classified :-

- (a) 'PERMANENT WORKMAN' is a workman who has been engaged against a permanent post and has been confirmed in writing as a permanent workman after satisfactory completion of a probationary period as mentioned in sub-clause (b). It includes all workmen who were confirmed prior to the date that the Standing Orders were certified.
- (b) 'PROBATIONERY WORKMAN' means one who is provisionally employed by the Company and his conditions of service shall, notwithstanding the Standing Orders, be governed by the letter of appointment. The probationary period will be fixed by the Company considering the nature of work, provided in any particular case the Company may extend the period of probation of any workman upto a further period equivalent to the period of probation prescribed, if they are not satisfied with the work and/or conduct of any workman during the period of probation. Until the probationer receives in writing a letter confirming his services, he will have the status of a probationer only. A permanent workman employed on probation in a different post may at any time during the probationary period, be reverted to his old permanent post.
- (c) 'TEMPORARY WORKMAN' means a workman who has been appointed for a limited period for doing work of a temporary nature or who is employed temporarily to assist in handling increased volume of work or who is employed to meet other exigencies of work of temporary nature. It would also include workman who is temporarily employed as additional workman in connection with the temporary increase in work of a permanent nature.
- (d) 'CASUAL WORKMAN' means a workman who is employed for work of an occasional or casual nature.
- (e) 'APPRENTICE' means a learner who is engaged to undergo apprenticeship training and who is paid a stipend and

whose terms and conditions of apprenticeship are governed by the provisions of the Apprentices Act 1961. The Company is not obliged to employ him on completion of his apprenticeship.

(f) 'TRAINEE' means a learner who is engaged to undergo training in terms of an agreement or otherwise and who is paid a stipend during the period of his training. The Company is not obliged to employ him on completion of his training.

5. APPOINTMENT

- 5.1 No person below the age of 18 will be recruited as workman in the Company.
- 5.2 No person shall be deemed to be in the employment of the Company until and unless he has received a letter of appointment, provided where a person is engaged as a casual workman no such letter is necessary.
- 5.3 No workman while in the service of the Company shall accept other employment or undertake any work or service or profession either direct or indirect without written permission of the Management.
- 5.4 Every workman shall notify to the Company in writing his address in full and all changes thereof from time to time. The last given address will be deemed to be his correct address for all purposes.
- 5.5 No person shall be recruited for employment other than casual employment except with the certificate from the Company's Medical Officer regarding his physical fitness for employment. The Company may, at any time, require that any workman be examined by the Company's Medical Officer. If on such examination the Company's Medical Officer finds that the workman is suffering from any disease or complaint that is infectious or of an objectionable nature or liable to continuously or frequently interfere with the workman's normal duties or with the health of other workman, the Company may terminate his employment.
- 5.6 Every Workman shall immediately on appointment furnish satisfactory evidence as to his date of birth. The date of birth so furnished is not liable to be altered under any circumstances.

- 5.7 Every workman may be tested by oral or written test if there is change in the employment or he is considered for promotion to a higher classification.

6. GENERAL CONDUCT

- 6.1 A workman shall at all times conduct himself soberly and temperately and show all proper respect and civility to all persons having any dealings with the Company and shall in all things use his best endeavours to promote the interests of the Company and to maintain and promote the good reputation thereof.

7. TRANSFER

- 7.1 A workman shall be liable to be transferred to any department or section of the Company or to any other place of business of the Company. In case of refusal, such workman shall be considered as absent from duty for the period of such refusal and a corresponding deduction will be made from his wages in accordance with the provisions of the Payment of Wages Act. Such workman may also be liable to disciplinary action under these Standing Orders.

8. IDENTITY BADGE

- 8.1 Every workman will be supplied with an Identity Badge or other means of identification which shall be surrendered by the workman to the Management or such authorities as the Company may direct upon the workman leaving the services of the Company.

- 8.2 All workmen should take utmost care to ensure against loss or theft of the identification badge. Loss shall be immediately reported to workman's supervisor. Replacement of badges shall be at workman's expense as may be specified by the Company.

9. NOMINATION

- 9.1 Every workman shall nominate a person or persons and communicate the same to the Management soon after joining the employment to receive any amount due to him in the event of his being incapacitated to act for himself by reasons of death, insanity or any other cause. In the absence of any communication as to the change in nominee, the original nominee will hold good for all purposes from Company's point of view.

10. ENTRY AND EXIT

- 10.1 Entrance to and exit from the premises of the Company shall be only through the appointed gates and every workman shall show his identity badge to the security on duty while passing through such gates.

- 10.2 Workmen shall not leave the premises during working hours without prior written permission from the appropriate authority.

- 10.3 Any workman while entering or leaving the plant premises may be searched by any Company Security staff or any other person authorised for the purpose.

NOTE :

Here workman includes, among other things, the physical person himself, his personal packet, tiffin carrier, his similar belonging and his vehicle of conveyance and its attachments.

- 10.4 Every search shall be conducted by and in the presence of one person of the same sex as the workman.

- 10.5 Any workman who has been supplied with Identity badge, uniform or any other apparel shall wear/carry with him the same during the duty hours of the Company. Any workman failing to comply with the same shall be liable to be sent out of the factory or removed from the Company if he has already entered the premises. He shall also be liable for disciplinary action.

- 10.6 Any workman, whom the Company suspects to be under the influence of drink or drug or suffering from contagious or infectious disease or in possession of any article prejudicial to the security of the Company or other workman or deemed by the Company to be likely to create a disturbance shall not be allowed entry into the premises of the Company although otherwise entitled to do so. If such workman is already in the premises of the Company, the Company shall have the right to remove such workman from the premises of the Company, besides initiating necessary disciplinary action.

- 10.7 No worker shall bring with him into the Company premises any article of a kind which is used in connection with the work of the Company. The Company reserves the right to regard any such

article found in the possession of any worker whilst in the Company as the property of the Company and in the wrongful possession of the worker. Any authorised representative of the Company shall have the right at any time to open and search any packet, bundle, cover, etc carried by worker within the Company. The Company shall not be in any way responsible for loss of or damage to any personal property of a worker brought into the Company.

11. ATTENDANCE

11.1 All workers shall be present at the appointed place of the work at the time fixed and notified to them.

11.2 Any worker who is found absent without permission or without any sufficient reason from his appointed place of work or who fails to do his assigned work during working hours shall be treated as absent for the period of his absence and a deduction from his wages be made in accordance with Section 9 of the Payment of Wages Act.

11.3 If any workman is late he shall be permitted to enter the Company upto half an hour after the notified time, but such a workman will be allowed entrance only through the gates of the Company specifically opened for such late comers during the said half an hour and wages for the period of absence shall be deducted in accordance with the Payment of Wages Act 1936, subject to the grace period of 10 minutes on a single day or 5 minutes on two separate days in a week after the notified time. Any workman who is more than half an hour late shall not be permitted to enter the Company unless special permission has been granted by the Plant Manager or any officer authorised by him and then he shall only be engaged and paid from his time of engagement. The above provisions are without prejudice to the Company's right to take disciplinary action in accordance with provisions of these Standing Orders.

12. PERMISSION TO LEAVE DURING WORKING HOURS

12.1 If any workman shall desire to leave the Company premises during hours of work notified for him he shall obtain the prior consent and out pass from his supervisor and no payment will be made for the time so lost except on special instruction from the Departmental Manager.

13. PERIODS AND HOURS OF WORK

13.1 Subject to the provisions of the Factories Act, 1948 or other Legislations for the time being in force if exigencies of work and/or production so require the Company reserves the right to require all or any number of its workmen to work over time on any working day or on weekly holidays/public holidays in accordance with the notices which may be issued from time to time.

13.2 At the discretion of the Company, more than one shift may be worked in a department or departments or in a section of the department of the establishment. If more than one shift is worked, the workmen shall be liable to be transferred from one shift to another.

13.3 Shift hours and changes therein shall be notified on the Notice Board.

13.4 Shift working may be discontinued after putting up a notice on the Notice Board, twenty four hours prior to the discontinuance of the Shift working. No such notice shall be necessary.

- (a) if the closing of the shifts is under an agreement,
- (b) if the closure of the shift is due to the circumstances beyond Company's control.

13.5 If, as a result of the discontinuance of the shift working any workman is to be retrenched, the provisions of the Industrial Disputes Act 1947 shall insofar as it relates to retrenchment of workman apply to such workman. If the employer proposes to take into his employment any person, the workmen retrenched shall be given notice and re-employed in accordance with the above said Act.

14. STOPPAGE OF WORK

14.1 The Management may close down either wholly or partially any department or sections which are affected either directly or indirectly by workmen striking work. The workmen concerned shall be given such notice as may be possible both of closing down and resumption of work. The notice of closure and resumption of

work under this Standing Order shall be displayed on the Notice Board in the department or section concerned as also at the Company entrance(s).

14.2 The Management may at any time or periods of time stop or shutdown any work, department or section, wholly or partially or lay off any number of workmen for any period or periods without notice in the event of fire, epidemics, civil commotion, catastrophe, break-down of machinery or stoppage of power supply, lock out, strikes affecting one or more departments of the Company's business, reduction of shifts and adverse trade conditions, periodical repairs, reconstruction or expansions or any other beyond their control. The Management will be the sole judge for the sufficiency of such cause. The fact of such stoppage or shutdown or lay off shall be notified by notice on the Notice Board.

14.3 In the event of stoppage or shut down for any of the causes mentioned above, other than a lock out or strike:-

(a) If occurring during working hours the workmen affected shall be notified by notice put up on the Notice Board as soon as practicable when work will be resumed and whether they are to resume or leave the place of work. Whenever practicable Notice shall be given of the resumption of normal work.

(b) If the Management is unable to provide work for any of the workmen affected, the Management shall be entitled without notice, to lay off from work or duty all or any such workman or workmen as the Management may select for the period or periods of time. In the case of retrenchment/lay off, workmen will be eligible for benefits as provided under Industrial Disputes Act 1947 and the conditions stipulated therein for its eligibility.

15. STRIKE

15.1 No workman shall go on strike without giving 14 day's notice of strike in writing. During this period the Company and workman will endeavour to resolve problems and thereby avoid strikes. Striking work either singly or with other workers without 14 days' written notice will be deemed to be an act of misconduct.

Workmen on leave of absence on a 'mass' scale will also be deemed to be on strike. Slow-down of work by the workman shall be deemed to be strike.

15.2 If 5 or more workmen acting in concert and without giving fourteen day's notice to the Company, absent themselves from work or being present at the work spot but do not work, they shall be liable for deduction of wages as laid down under section 9 of the Payment of Wages Act. In addition they will be subject to other disciplinary action that the Company deems necessary.

15.3 A workman shall be deemed to be absent from place of work he is required to work, if, although present in such places of work, he refuses in pursuance of others on strike or for any other cause which is not reasonable in the circumstance to carry on his work.

16. ESSENTIAL SERVICES

16.1 Without being exhaustive, the following services shall be considered as essential services :

- (a) Watch and Ward-Fire, Safety and Security Services.
- (b) Electric Power supply.
- (c) All maintenance Dept. employees.
- (d) Drivers
- (e) Telephone Operators
- (f) Services which must be carried on continuously.

Essential services will be maintained by the respective workmen working in the respective departments in respect of and during strikes or lock outs.

17. GENERAL CONDITIONS FOR GRANT OF LEAVE

17.1 Leave with wages and such allowances as the workmen are entitled to receive shall be granted to all classes of workmen in accordance with the rules issued by the Management from time to time and in force for the time being. Detailed rules on the subject have been issued and should be referred to.

- 17.2 No leave can be sanctioned as of right and can only be granted after considering the exigencies of work/service. The sanctioning authority has the discretion to revise, curtail or revoke leave at any time according to the requirements of work.
- 17.3 A workman who desires to obtain leave of absence shall apply to the sanctioning authority in advance and shall not avail of the same before it is actually sanctioned except in case of extreme emergencies.
- 17.4 Except in an emergency (to be established, if need be by documentary evidence) application for leave for three days or less should be made at least 24 hours previous to the time from which the leave is required.
- 17.5 Applications for leave for more than three days should be made at least 7 days before the date from which the leave is required.
- 17.6 Applications for leave under clause 17.4 shall be disposed of immediately. Applications for leave under Clause 17.5 shall be disposed of within 4 days.
- 17.7 A copy of the orders passed on the application shall be given to the employee and if leave is refused or postponed, the reason shall be recorded in writing by the authority making the order.
- 17.8 A workman before proceeding on leave shall inform the officer-in-charge of the Section/Department in which he is employed, of his address during the period of leave.
- 17.9 A workman who desires to extend his leave on medical grounds, shall submit with his application a certificate from a qualified and registered Medical Practitioner. On receipt of such application, the sanctioning authority shall immediately refer the matter to the Company's Medical Officer and subject to his advice will inform the workman in writing at the address given by him in his application or previously intimated under Clause 17.8 whether the extension of leave has been sanctioned and if so, for what period or whether the extension has been refused.
- 17.10 A workman who has been sanctioned leave, or an extension of leave, on medical grounds shall not be allowed to resume duty unless he produces a 'fitness certificate' from the Company's

- Medical Officer. In the case of workmen to whom the Employees State Insurance Act is applicable, the sick leave provided for by the Company as per the rules will be adjusted against the sick leave availed by the workmen concerned on the advice of the ESIC doctor. This means that the workmen concerned will be paid the difference between sick leave cash benefit drawn by him and the normal wages he would have earned had he worked during that period in employment. This benefit is subject to the 10 days' sick leave as admissible under the Company's Leave Rules as in force from time to time.
- 17.11 If a workman, after proceeding on leave desires an extension thereof, he shall make an application in writing to the Company in sufficient time for a reply to reach him before the date on which he would have to start back to resume his duties and the Company shall immediately on receipt of such an application inform the workman in writing whether the extension of leave applied for has been sanctioned and if so, for what period and on what conditions. If the workman does not receive grant of extension of leave, the application for extension should be taken as rejected.
- 17.12 If the workman absents beyond the period of leave originally granted or subsequently extended he shall be considered as having voluntarily terminated his employment and left the services of the Company unless he :-
- returns to work within 8 working days of the commencement of such absence and
 - has given an explanation to the satisfaction of the Manager or other officer authorised in this behalf for such absence.
- 17.13 Except when the leave is taken on medical grounds duly supported by medical certificate of the Company's authorised medical officer the number of times that leave may be taken by a workman during any year shall not exceed three. This limit of three does not apply to Casual Leave.
- 18. SAFETY PRECAUTIONS**
- 18.1 No workman shall be allowed to work at or near any running machinery with loose clothing.

- 18.2 In the case of jobs requiring special protective dress or other safety equipment, the Company shall provide the same and the workman shall wear them while on duty.
- 18.3 Places where workmen must wear protective devices will be notified from time to time on the Departmental Notice Boards under Safety Rules.
- 18.4 If a workman reports for duty in improper dress, he shall not be allowed to work until he reports back for duty properly equipped and he shall not be paid for the time so taken by him.
- 18.5 The rules regarding dress being in the interests of the workmen themselves shall be strictly observed.
- 18.6 Workmen shall engage themselves only in operations at the machines or the duties to which they have been posted. The execution of their duties must be in the safe manner laid down for the operation, etc. of the machines or duty concerned.
- 18.7 Removal of guards or safety-devices, cleaning of machines while they are running, etc. are expressly forbidden.
- 18.8 Safety instructions given or posted on the Notice Boards must be followed.
- 18.9 Workmen shall use the safety equipments and appliances provided for the respective jobs by the Company.
- 18.10 Safety equipments and protective equipments provided by the Company are intended for use inside the factory premises only and shall not be taken out without permission.
- 18.11 If a workman sustains injury by accident during his working period the workman shall first report to his supervisor who send him to report at the first aid post for medical attention. The first aid post will be open all the 24 hours of the day and will record every reported accident.
- 18.12 Any accident not reported as indicated above shall be deemed to have happened outside the Company premises and not in the course of the Company's employment and the Company shall not have any liability or responsibility whatsoever in this Connection.

- 18.13 Workmen are governed by the rules in the safety manual as provided to each.

19. SECURITY

- 19.1 No workman shall, except in accordance with any general or special order of the Company or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly to any person (including a co-workman), firm or business concern or to public, papers, journals, pamphlets or leaflets or by speech or discussion at any place, disclose or cause to be disclosed, at any time, during service or after leaving the service of the Company any information or document, official or otherwise relating to the activities of the Company.
- 19.2 No workman shall otherwise than in normal course of his work engage in giving information or advise on matters relating to the activities of the Company.
- 19.3 Except in the ordinary course of his duties no workman shall disclose during service or thereafter any secrets, cost of production of any or all of the Company's products, information of purchases made by or contracts entered into by the Company, information of settlement of claims by the Company in or out of Court or any other information on matters of trade or business secrets.
- 19.4 No workman is permitted to carry with him outside the Company, any papers, books, drawings, photographs, instruments, apparatus, documents, or any other property belonging to the Company or relating to the Company's affairs. Provided that this prohibition shall not apply to certain workmen specifically authorised by the Company to take out of the Company papers and documents for the purpose of study or for other purpose approved by the Company.
- 19.5 No workman is permitted to take for his personal use notes, drawings or sketches of any plant, process or work or keep copies of official papers with him.
- 19.6 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 the workman or otherwise.

EXPLANATION : Quotation by a workman (in his representation) from any letter or from the notes on any file shall amount to unauthorised communication of information within the meaning of these orders.

20. PUBLICATION OF WRITTEN ARTICLES

- 20.1 No workman shall publish or cause to be published any articles written by him having bearing on the affairs of the Company and which directly or indirectly affect the Company, in a local or overseas, newspaper, journal or other publication, without the written permission of the Company.

21. INVENTIONS IN PATENTS

- 21.1 A workman shall on taking up his employment furnish forthwith to the Company with (i) a list of all the patents taken out or applied for by him either jointly with any other party or individually in India or abroad; (ii) titles and nature of any invention in possession of the workman prior to his taking up the appointment which shall be treated as confidential and regarded as such for the purpose of Patents Act and particularly Section 38 of the existing Indian Patents and Drugs Act, 1911.

- 21.2 Any discovery, invention or improvement whatsoever made by a workman while in the service of the Company or within one year thereafter relating to any process or method or any appliance or plant available for manufacture carried on or experimented upon by the Company or its Licences or any firm or business concern in which the Company has any interest, direct or indirect shall forthwith be communicated to the Company. The workman must furnish the Company, at its expense, all particulars thereof and if required, but not otherwise, shall apply for all letters of patent and rights in India or elsewhere and give assignments and transfers to the Company or its nominees as may be considered necessary.

- 21.3 Letters of patent, if taken out, shall belong to the Company or its nominees and the workman shall assign to the Company the invention or secret process or the patent, exclusive privilege or like protection as the case may be and sign all such deeds, assurances, applications, documents and papers as the Company shall require to obtain the full benefit of the rights to the Company.

- 21.4 The Company shall at all times be entitled to the unqualified right to adopt and use the said invention or secret process after reasonable compensation to the employee and workman shall not assign, charge or in any way transfer such patent, exclusive privilege or the like protection obtained in respect of such invention or secret process without providing for such unqualified use free of charge to the Company and shall on demand execute in favour of the Company such licences, deeds, documents and assurances for the purpose of enabling the Company to establish its rights to such free use and/or to exercise such free use as it may require.

22. TERMINATION OF EMPLOYMENT

- 22.1 The employment of any permanent workman may be terminated by the Company on reasonable cause as listed below by giving three month's notice in writing or wages in lieu thereof. The list is however not exhaustive:

- (a) Insanity, physical infirmity, contagious or infectious disease, continued ill health, medical unfitness for employment with the Company as declared by the Company's doctor.
 - (b) Workman declared as an insolvent.
 - (c) Conviction by a Criminal Court involving moral turpitude.
 - (d) Engaging in any vocation outside that of the Company without the written permission of the Manager or found to have been working elsewhere during the period of leave.
 - (e) Loss of confidence by the Company in a workman holding a position of trust or confidence.
- 22.2 An order relating to discharge or termination of service shall be in writing and shall be signed by the Manager or any other officer duly authorised to do so and a copy thereof shall be supplied to the workman concerned.
- 22.3 Leave of absence by a workman on ground of sickness for an aggregate period of one hundred and twenty days or more in any

calendar year shall render the workman liable to be classified as unfit for service in the Company and consequently be discharged from service.

22.4 (a) A monthly rated permanent workman desirous of leaving the Company's service shall give one month's notice in writing or wages in lieu thereof unless the contract of employment provides to the contrary.

(b) A temporary workman or casual workman or an apprentice may leave the services of the Company without notice unless the contract or employment provides to the contrary.

23. MISCONDUCT

23.1 Without prejudice to the general meaning of the term misconduct and not intended to be all inclusive it shall be deemed to mean and include the following acts or omissions whether alone or in combination with others:

- (1) Failure to observe safety instructions.
- (2) Committing a nuisance on the Company premises.
- (3) Bad time keeping.
- (4) Failure to notify the Company of any change in address.
- (5) Not taking proper care of tools, gauges, jigs, fixtures or drawing etc. entrusted to him.
- (6) Not keeping his machine and/or workplace clean and tidy.
- (7) Spitting except in designated places.
- (8) Willful insubordination or disobedience of any lawful and reasonable order of a superior.
- (9) Inciting others to take part or participating in an illegal strike.
- (10) Sudden stoppage of work or leaving work undone resulting in damage to Company's plants or properties.
- (11) Willful slowing down or inciting any workman to 'slowdown' in performance of work.

(12) Careless or negligent work.

(13) Fraud, dishonesty or theft within the factory or reasonable suspicion of theft of Company's goods/properties.

(14) Demanding, offering or accepting bribes or any illegal gratification.

(15) Frequent late coming, frequent absence without permission or absence without permission exceeding eight consecutive days.

(16) Soliciting or collecting contribution for any purpose whatsoever at any time in the plant without permission of the Plant Manager, Managing Director or any other officer authorised on his behalf.

(17) Engaging in private work or trade within the plant or engaging in other employment whilst still in the service of the Company without the permission of the Plant Manager.

(18) Drunkenness, intoxication or carrying of alcoholic liquor into the plant or riotous, disorderly or indecent behaviour, threatening, intimidating, coercing other workmen, quarrelling or interfering with the work of other workmen, assault or threat of assault either provoked or otherwise or making false accusation against a superior officer.

(19) Leaving his place of work without sufficient cause during working hours and/or entering another department or shop otherwise than in the course of duty without the permission of his supervisor.

(20) Gross neglect of work or gross or habitual negligence loitering, idling or wasting time during working hours or malingering or being on the Company's premises after authorised hours of work without permission.

(21) Canvassing for Union or party membership or the collection of Union or party dues, funds or contribution on the Company's premises without permission of the Plant Manager.

- (22) Wilful or irresponsible action resulting in damage or loss to any goods or property of the Company.
- (23) Organising, holding, attending or taking part in any meetings within the plant or on the plant premises without the prior sanction of the Manager.
- (24) Disclosing to any person information in regard to processes or secrets of the Company without its authority.
- (25) Gambling of any kind in the Company's premises.
- (26) Smoking on the Company's premises except in places where smoking is permitted.
- (27) Conduct within the factory which is likely to endanger the life or safety of any person.
- (28) Refusal to accept a charge sheet, order or other communication served either in accordance with these standing orders or in the interests of discipline.
- (29) Interfering with the record of attendance or means of recording attendance of himself or any other workmen or wilful falsification, defacement or destruction of any records of the Company.
- (30) Conviction by any Court of Law for any criminal offence involving moral turpitude.
- (31) Distributing or exhibiting on the factory premises hand bills, pamphlets, posters or causing to be displayed by means of signs or writing or other visible representation any matter, without the previous sanction of the Plant Manager.
- (32) Malicious propaganda prejudicial to the reputation of the Company or any of its Officers.
- (33) Possession of any lethal weapon on the plant's premises without the permission of the Plant Manager.
- (34) Trespassing or forcible occupation of the Company's quarters.

- (35) The commission of a misdemeanour after two previous warnings, fines or suspensions or the habitual breach of any law or rule applicable to the plant.
- (36) Sleeping on duty.
- (37) Availing unauthorised rest.
- (38) Surrounding or forcibly detaining the Company's Officer or supervisory staff or other workmen either inside or outside the premises of the Company.
- (39) Refusal to accept order of transfer from one job to another or department or sections or branch to another provided that such transfer does not adversely affect his normal wages.
- (40) Money lending or borrowing within the Company premises.
- (41) Failure to report at once to his supervisor or Manager any defect which a workman may notice in any equipment connected with his work.
- (42) Not immediately reporting to his superior any defect or occurrence which a worker may notice during his working hours which might endanger himself or any other person or which might result in damage to the Company's property.
- (43) Obtaining or attempting to obtain leave of absence by false pretences.
- (44) Commission of any act subversive of discipline of the Company.
- (45) Entering or leaving or attempting to enter or leave the premises of the establishment except by a gate or door intended for the purpose or breaking or damaging or otherwise tampering with any door, window, wall or structure forming part of the plant.
- (46) Abuse of sick, casual or accident leave.

- (47) Failure to observe safety instructions or unauthorised removal of or interference with or damage to machinery guards, fencing and other safety devices installed in the Company.
- (48) Acceptance or solicitation by workman (family or relatives with the knowledge of the workman) of any money, favour or any other means of reward for employment or consideration of employment.
- (49) Acceptance or solicitation by workman (family or relatives with the knowledge of the workman) of any money, or any other reward connected with the purchase of the material or service for the Company's use or sale of any Company product.
- (50) Offer, acceptance or solicitation by workman (family or relatives with the knowledge of the workman) of any money, favour or any other reward for retention in the Company's service or for any other special consideration.
- (51) Acceptance of any kind of reward, premium or prize money or prize gift without the consent of the Company Management.
- (52) Storing, carrying or chewing of pawn (betel leaves, betelnuts) in any form on the premises.
- (53) Securing employment on false information.
- (54) Manufacturing or attempting to manufacture unauthorised articles or doing private or personal work within the precincts of the Company.
- (55) Unauthorised use of Company's property, machinery, tools, quarters or land belonging to the Company.
- (56) Writing anonymous or pseudonymous letters, criticising the superiors/management.
- (57) Failure to attend work on over time or on a weekly or other holiday when required to do so.

- (58) Interference with the work of any other worker or a person in a manner inimical to the interests of the Company.
- (59) Refusal to carry out a job assigned or to work on another job or on another machine.
- (60) Unauthorised removal from Company any records, papers or documents.
- (61) Failure to observe duly notified Company's regulations for the prevention of fire and security.
- (62) Not obeying instructions relating to fire precautions, fire drill practices or refraining from doing or conducting fire drill practices when required to do so.
- (63) Engaging in self-employment or in employment of others in detriment of the Company.
- (64) Ownership wholly or in part of newspaper or other publication or association with a newspaper or periodical without Company's approval.
- (65) Acts or omissions which lower the quality of goods manufactured and/or reduce the production.
- (66) Carrying unauthorised persons in Company's vehicle.
- (67) Allowing unauthorised persons to operate Company Vehicles or equipment.
- (68) Breach of driving rules of Motor Vehicles Act or safety regulations.
- (69) Leaving the headquarters without the prior permission of the Company.
- (70) Impersonation or being accessory thereto or connivance at it.
- (71) Instigation, incitement, abetment or furtherance of foregoing misdemeanours shall be punishable as a misdemeanour.

(72) Sexual harassment, which includes such un-welcome sexual determined behaviours whether directly or by implications as

- Physical contact and advances or
- a demand or request for sexual favours or
- sexually coloured remarks or
- showing pornography or
- any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

(Amendment approved vide Order No.M.51/2/99-D1 dated 26th May 1999 by RLC, Chennai - 600 006.)

(73) A workman who is detained in custody, whether on a criminal charge or otherwise for a period exceeding 48 hours, shall be deemed to have been suspended with effect from the date of detention, by an order of the Competent Authority and shall remain in suspension until further order.

(Amendment approved vide Order No.M.51/3/2003-D1 dated 22nd February '05 by RLC, Chennai - 600 006.)

23.2 Normally a workman suspected of misconduct will be immediately suspended by the Company at its discretion pending formal enquiry to determine his innocence or guilt. The suspension order will take effect as soon as the workman involved is notified. If a workman is found innocent, he will be paid wages during the period of his suspension. If found guilty, the workman will not be paid wages or allowances during the period of suspension.

23.3 If a workman is found guilty of misconduct, he will be -

- (a) warned or censured in writing.
- (b) suspended without pay by the written order of the Plant Manager/Departmental Head Managing Director or his authorised representative for a period not exceeding 4 days.

- (c) fined as per Payment of Wages Act,
- (d) may be dismissed,
- (e) may be discharged,
- (f) may be awarded any other punishment the Company deems as just and necessary.

23.4 No order for misconduct under these Standing Orders shall be made except after holding an enquiry against the workman concerned in respect of the alleged misconduct in the manner set forth below :

23.5 A Workman against whom an enquiry is to be held shall be given written notice (charge sheet) of his alleged misconduct and will be given an opportunity to explain the circumstances alleged against him.

23.6 A workman who refuses to accept a charge sheet shall be deemed to have been informed of the contents of the charge-sheet. He shall, however, be intimated in the presence of a witness the time and date on which the enquiry into his alleged misconduct is to be held and if he refuses or fails to present himself at that time the enquiry shall be concluded ex-parte and the punishment awarded shall take into account the misconduct thus committed.

23.7 Valid service of any notice or direction upon a workman under this order may be made by registered post to his last recorded address available with the Company and by a notice on the Notice Board.

23.8 Except for reasons to be recorded in writing by the person holding the enquiry the workman shall be permitted to produce witnesses in his defence and to question any other witness. He shall be given an opportunity to answer the charge and permitted to be defended only by himself or by a fellow workman of the same department. No outsider will be permitted to represent the workman concerned in any capacity at the domestic enquiry. A concise summary of the evidence of both sides shall be recorded. The proceedings of the Enquiry shall be in English.

23.9 In awarding punishment under this Standing Order the Management shall take into account the gravity of misconduct, the previous record of the workman and other circumstances that may exist.

- 23.10 During the period of suspension a workman shall not enter the Company without the permission of the Departmental Head concerned or any one authorised to act on his behalf and shall not leave the headquarters without the permission of the Departmental Head concerned or any one authorised on his behalf.

- 23.11 A workman under suspension shall be eligible to subsistence allowance at the rate of 50% (fifty percent) equal to his basic pay, dearness pay and dearness allowance for the period of his suspension. If, however, the period of suspension exceeds six months for reasons to be recorded in writing for which the workman is not responsible, subsistence allowance will be at the rate of 3/4 of his basic pay, dearness pay and dearness allowance for the period beyond 6 months. Where, however the workman is responsible for the extension of the period of his suspension beyond 6 months, the amount of subsistence allowance shall be 1/4 of his basic pay, dearness pay and dearness allowance for the period beyond 6 months. The payment of subsistence allowance shall be subject to written declaration by the workman that he is not engaged in other employment, business, profession or vocation during the period of his suspension. If the workman is found innocent as a result of the enquiry he will be paid his salaries / wages as if he has not been suspended. In such a case the quantum of subsistence amount paid to him will be adjusted in the salaries/wages that are due to him.

24. PAYMENT OF WAGES

24. Workman will be paid monthly on or before the 7th day of the month for the work performed during the preceding month. Should the 7th day of the month fall on a Company declared holiday or public holiday or Sunday the pay day may be advanced as necessary. Every worker shall be given a wage slip showing his Employee No. and the net amount payable to him for the wage period and also deductions made from his wages.

25. UNCLAIMED WAGES

- 25.1 Any wages due to a workman but unclaimed and not paid on the usual pay day shall be paid to the workman or if substantiated on his behalf to his nominee or legal representative within 3 years from the date of which the wages become due to the workman.

Unclaimed wages will be paid on the specified week days.

26. SERVICE CERTIFICATE

- 26.1 Every worker shall on leaving the services of the Company be entitled to employment certificate in the form to be prescribed from time to time by the Company.

27. SUPERANNUATION

- 27.1 All the workmen and/or employees below Board level on the last day of the month in which they attain the age of 58 years according to the records of the Company shall normally be retired from the services of the Company. However, in respect of workmen or employees whose date of birth is the first of the month shall retire from the services on the afternoon of the last day of the preceding month on attaining the age of 58 years.

(Amendment approved vide Order No. M.51/6/2001-D1 dated 4th January 2002 by RLC, Chennai - 600 006.)

28. NOTICES, ORDERS, etc.

- 28.1 Notices specifying ----

- (a) the days to be observed by the Company as holidays with or without pay.
- (b) pay day as required under the Payment of Wages Act,
- (c) the period and hours of work for every class and group of workman in the Company/ establishment in each shift.
- (d) Copy of the Standing Orders in English and Tamil shall be displayed on the Notice Boards maintained for the purpose at the Time-Keeper's Office or at or near the main entrance of the Company/Plants.

- 28.2 Notices to be displayed or issued under these Standing Orders shall be in English.

- 28.3 Any written notice, order, charge-sheet or communication or intimation which is addressed to an individual workman shall be in English.

28.4 Any workman who needs assistance in reading or interpreting any communication shall request for such assistance from his supervisor.

28.5 The Company will consider that a workman has been given proper written notification concerning any communication by use of any of the following:-

(a) By handing to him written notice anywhere in the Company premises;

(b) By sending to him by Registered Post at his last address on Company's records.

28.6 An acknowledgement of receipt from the party or despatch in the last known address by registered post with acknowledgement will be considered as sufficient and personal service of a communication for the purpose of these Standing Orders.

28.7 All complaints arising out of employment including those relating to unfair treatment or wrongful exaction on the part of the Company or its officer shall be submitted to the Plant Manager or to such person as may be specified from time to time in this behalf with a right to appeal to the higher authority.

28.8 The Plant Manager and others in supervisory capacity shall be responsible for seeing that these Standing Orders are properly and faithfully carried out.

CERTIFICATE

No.M241 (1) 71

The above Standing Orders are certified under the Industrial Employment (Standing Orders) Act, 1946, this 7th day of May 1971.

Sd/-

(R. VENKATESAN)

Certifying Officer and
Regional Labour Commissioner
(Central) South Zone, Madras.