

# SERVICE RULES FOR EMPLOYEES OF DE'S TECHNICO LIMITED & ITS ASSOCIATE COMPANY OR SITE OFFICES

1. a. These Rules will be called SERVICE RULES & REGULATIONS  
b. It is applicable to all employees of the Company

## 2. UNDER THESE RULES:-

- a. '**Company**' refers to "**Des Technico Limited**" is a Limited company.
- b. '**Manager**' refers to the Head of a division or establishment and include any person duly authorized and notified in writing to exercise for the time being, all or any of the powers of a Manager under these Rules.
- c. '**Management**' refers to the Board of Directors of the Company or anyone authorized by the Board of Directors for the purpose.
- d. '**Employee**' means all persons wholly or principally employed by the Company on wages either work in the company at Kolkata or at any other place or in any other company placed under posting by the company or Site.

## 3. CLASSIFICATION OF EMPLOYEES

- a. '**Permanent**' employees are an employee, who has been appointed on permanent basis under a proper letter of appointment under the signatures of the HR Manager of Management or any authorized person. The permanent employee will be eligible for all benefits applicable to employee and his service would be terminated within three month notice or vice-versa.
- b. A '**Probationary**' employee is one who is provisionally employed with a view to fill a permanent post, on reaching expected level of efficiency at the end of the probation. A Probationary employee will be eligible to only such of the benefits as mentioned in the letter of appointment and his services would be terminated within One Month notice in case progress made by the employee in acquiring job skill is considered as unsatisfactory or not up to the mark. They will get acquainted with ISO Policies of the company.
- c. A '**Trainee**' or '**Applicant under Training**' is one who is engaged for being trained and who may be paid a stipend, which is considered suitable by the Management during the period of training. On satisfactory completion of training, trainee will be placed on probation. The Management may terminate the trainee at any time on 3 days notice, if the progress made by the employee in the training is appraised unsatisfactory. A trainee is not eligible for the benefits of employment. Stipend paid is not compensation, but any incentive payment for the skill-development of the trainee, is merely a voluntary contribution by the company.
- d. A '**Temporary**' employee is an employee engaged for the job, which is essentially of a temporary nature. Their services will be automatically terminated at the end of the period for which they are appointed. Temporary employees are eligible only for such benefits as indicated in their offer letter of appointment.

## 4. CLASSIFICATION OF POSTS & GRADES

The following will be the classification of division. Employees will be given suitable designations indicating the nature of responsibilities entrusted to them under anyone of the below posts/cadre:-





a)	Subordinate Cadre	:	Office boys, Cleaners, Messengers, Drivers, Helpers, Loaders, Fillers, etc.
b)	Junior Executive	:	Dispatchers, Telephone operators, Receptionists, Accounts-Clerks, Store Clerk, Customer Care Executives, Sales Executives, Mechanic, Supervisors, etc.
c)	Office Executive & Engineers	:	A mid level post between clerical and officer posts in office, Business Executive, Engineers, Liaisoning Asstt., PRO in field. These employees may be entrusted with routine independent jobs.
d)	Asstt. Manager/Deputy Manager	:	Those responsible for a total function & discipline in office, Business Development Executive and Manager in field/Site, Foreman in manufacturing units & Senior Engineer
e)	Manager	:	Those responsible for a total function performance, budgeting, setting objectives/goals and realizing thereof.
f)	Senior Manager	:	Officers at this level will prepare/finalize and participate in executive cadre performance budgeting, setting, objectives /goals.
g)	Marketing Manager & Technical Manager	:	Suitable officers/employees with proper designation and equivalent in rank to one or other of the above employee's cadre.
h)	General Manager	:	To handle any department & Projects independently.
i)	President	:	To handle any department independently, overseeing the company's operations, implementing strategies set by the board, and ensuring the company's goals are met.

## 5. RECRUITMENT POLICIES & APPOINTMENTS

All appointments shall be made in the name of the company, under the order of the CEO/Managing Director/ Directors or any one specifically authorized in writing by him. The appointment letter to be issued will be signed by the CEO/Managing Director/ Directors /HR Manager or the officer authorized as stated above. **No other letter of appointment except as issued under these Rules shall be held valid and binding on the company.** All need to be familiar with Quality policies & Health Policies.

## 6. SECURITY NORMS FROM EMPLOYEE

The company is aware of the limitation of the applicants seeking employment to provide security commensurate with the powers and authority delegated by the company to them. Company is therefore not insisting provision of monetary security from a majority of its employees but simply ask 3rd party Guarantee from two persons acceptable to the company (normally government employees/working/retired or reputed person). They will take the guarantor form from website and submit with their official Id-proof in case of service class and ownership proof of property i.e electricity bill, house tax receipt etc.

### Security norms for staff handling company's cash

As per the management decision and advice by the external auditors, there is a mandatory requirement to obtain security from staff, which is entrusted to the company's cash.

Field staff/Site staff, who are allowed imprest cash by the company, or who are allowed to collect receivables from dealers and distributors have been identified, as those to whom security norms should be made applicable. However in order to minimize hardships, the norms are made flexible as under:-

- i. 20,000/-, if need imprest/advance or require authorization to collect receivables from dealers/distributors and deposit in the company's account.





- ii. By cash against interest @ 12% p.a.. Interest will be paid yearly.
- iii. By way of fixed deposit made in the name of the employee and endorsed as security deposit and lodged with the company. The bank to acknowledge the security in lieu of the company and to make payment only when the FDR is released in lieu by the company.
- iv. By bank guarantee for the amount.
- v. By depositing the original educational and professional certificates by the employees, against acknowledgement from the company, with distinct understanding that the certificate will be returned to the employee, when quitting service, after they duly hand over full charge.

Concerned employees may be guided accordingly and convey their choice, when joining service.

## **7. SALARY & EMPLOYMENTS**

Company will fix suitable salary for the different post based on the job-skill needed for these posts from time to time.

## **8. INCREMENTS & PROMOTION**

Company provides useful training and informative guidance literature for performance of jobs by all employees. It is company's objective to provide a career path to all deserving employees possessing merit and devotion to duty. Such career path include periodical (generally annual) grant of increments and selections to higher posts through promotions from amongst the employees along with direct recruitment for these posts. However, for record it is clarified that both promotions and grant of increment is entirely based on the performance of the employee and the Managing Person or anyone authorized by him is the sole authority to judge, whether an employee's performance is satisfactory or not.

## **9. OTHER ALLOWANCE-PAYABLE DURING TRAVEL/TOUR**

Management from time to time will notify the rules regarding payment of traveling and daily allowance to the employees on company's work, the eligibility for particular modes of journey, rules for reimbursement of boarding and lodging expenses, local conveyance and other expenses incurred during their stay on tour.

## **10. HOURS OF WORK & WEEKLY HOLDIAYS**

The Head office of the company will observe Working Hours from **10.00 AM to 6.30 P.M.** on all week days, with BREAK and LUNCH from 1.30 to 2.00 P.M. Sundays will be observed as weekly holidays. The Factory/Workshop of the company will observe Working Hours from 09.30 AM to 6.00 P.M. on all week days, with BREAK and LUNCH from 1.30 to 2.00 P.M. Sundays will be observed as weekly holidays The hours for employee deployed at other establishments/site of the company or taken on contract by the company will observe working house, lunch break, and weekly holidays as notified at the respective establishments and as per the site working schedule and holiday listing. Different timing for specific employees may be permitted as per approval of Director.

## **11. OVERTIME**

Company may, during any period of stock taking or finalizing of accounts or for any other purpose, require any employee to sit for longer hours than the working hours of the company, employee's have to comply with such orders and will be paid overtime as provided by law below asstt. manager level. However, it is clarified that eligibility for payment of overtime is subject to prior authorization in writing by the manager of the department, or establishment of the company and any hours or work marked by in the muster roles of the employee beyond the authorized working hours/will not be deemed as authorized by the company carrying eligibility for overtime. OT is applicable to our Factory





and Workshop workers and whose salary/wages is less than Rs.21,000.00 per month. OT is not applicable to those who are posted in corporate office or who are identified as White collar.

## 12. STAFF WELFARE MEASURES

Company may provide of frame schemes towards staff welfare like providing free tea through office canteen to the employees, annual picnics and other informal get-to-gathers etc, however these will be at the sole discretion of the Management and no employee has a right to demand such facilities.

## 13. BONUS, STATUTORY BENEFITS & RETIRING DENEFITS (When Applicable in the Company).

- i. Employees will be paid Bonus as provided in Law for the time being in force.
- ii. E.S.I. Benefits: All employees whose salary is less than and equal to Rs.21,00.00 are eligible for the benefit of ESI facilities. Rest are covered in Mediclaim provided by our agencies whose tie-up is there.
- iii. Provident Fund & Gratuity: These Benefits will be extended to all employees to whom these are eligible as per law when applicable in the company.

For the information of ESI benefits, Employees should visit the website of ESI to avail the benefits.

## 14. LEAVE

To meet different contingencies, the company allows the following categories of leave to its permanent employees which are defined in detail reporting:-

A: Earned Leave- 15 days

B: Casual Leave- 06 days

C: Sick Leave- On management approval

E: Maternity Leave- 26 weeks

F: Paternity Leave -5 Days for 1<sup>st</sup> child and 3 days for 2<sup>nd</sup> child

\* Unused Earned Leave can be carried forward. The maximum carry forward per year is 15 days.

## 15. NATIONAL & FESTIVAL HOLDIAYS

All establishments of the company (except those specifically exempted under the Factories Act) will be closed on all National Holidays i.e 26<sup>th</sup> January, 15<sup>th</sup> August every year. The company may declare every year the holidays for festivals allowed to the employees. (Limited to 15 days and one day of optional leave)

## 16. NORMS OF DISCIPLINE AND RULES OF CONDUCT

### Norms of Discipline

- A. Every employee shall, in accordance with the policy laid down by the management perform duties entrusted to him/her from time to time.
- B. Except to his direct superior authorities, no employee shall divulge any secret of the company and shall be bound to keep in secret all matters pertaining to the affairs of the company.
- C. All books, records and articles belonging to the company shall remain in the office premises of the company and the employee shall see that these are safely kept and maintained at the appropriate places.





- D. No employee shall remove even temporarily any of the books, records, papers etc. from the premises of the company to any other place without the previous permission of the manager in writing.
- E. Every employee shall, during the tenure of his/her service, devote his/her whole time and attention to the business/affairs of the company establishment in all respects, conform to directions and regulations made by the superior authorities and obey their orders and shall faithfully serve and use his/her utmost endeavor to promote the interests of the Company and serve at such places and in such capacity as the management may, from time to time, decide or direct.
- F. No employee shall, unless previously authorized by the Management or the competent authority in this behalf in writing receive, collect or pay any cash, property and assets of the management or sign on behalf of the management or any other corporate or non-corporate business managed by the company or any other company in the same group and management.
- G. Any cash/cheque or other item received on behalf of the company by any employee should be deposited with the cashier, store clerk or authorized person of the company as the case may be in the evening.
- H. Any employee found disregarding any of the above provisions relating to receipt, collection or realization of cash, property or other assets of the company or signing on behalf of the company any receipt of cash shall render himself liable to immediate disciplinary action in addition to such other legal action as the management may be advised to take against him.
- I. Employees taking money in advance from the management for purchase of material or for any other purpose under head imprest account or otherwise shall render account of the same at least once in every week to the officer who sanctioned the advance, or at any other time as specifically directed.

#### **17. PUNCTUALITY**

- i. Strict punctuality should be observed by all employees at all places at all levels.
- ii. The company has framed rules for late attendance and also, to provide sanction for short leaves on genuine grounds.
- iii. Disciplinary action may be initiated against employees found habitually late in attendance or unauthorized absenting from duty without getting proper leave sanctioned. Punishment in such occasion may include removal from service, after enquiry.
- iv. If an employee is found absent during working hours from his place of work, he/she shall be liable to be treated as absent from duty.
- v. If an employee is absent from work for 8 consecutive days and remains absent after the expiry of leave originally granted or subsequently extended, it will be open to the management to draw the presumption that he/she has abandoned his/her employment and/or he/she shall be liable to severe disciplinary action including the removal from service after enquiry.

#### **18. OBLIGATIONS FOR GOOD CONDUCT**

- i. Every employee shall observe courtesy and politeness.
- ii. No employee shall enter into monetary dealings with his/her colleagues, subordinates, clients and customers of the company, nor shall he/she accept any gift/present from them.
- iii. No employee shall use the company's name or properties for his own purpose/benefits, except when permitted to do so by the management in writing.
- iv. Every employee shall present himself/herself in his/her seat/duty point as the office of the company opens during the working hours.
- v. Gossiping amongst employees excessive use of mobile phone/chatting/social media surfing etc. during office hours is not permitted.





## 19. TRANSFER

- i. Every employee shall be liable to be transferred from one place to another and from one department to another or from one concern to another concern of which this company is a member/agent, whether located in the same place or elsewhere and whether existing or coming into existence, provided such transfer does not result in reduction of total wages of the employee.
- ii. Manager can depute any employee for outstation duty in connection with the work or business of the company.

## 20. TERMINATION FROM SERVICE & RESIGNATION FROM SERVICE

- A. Employee resigning from permanent service has to give Three month's notice or pay three month's wages in lieu thereof. Company has framed detailed rules for submission of letters of resignation and procedure for accepting the same and relieving the employee separately.
- B. The service of any permanent employee is liable to be terminated by the Management upon giving one month's notice or salary in lieu thereof.
- C. An employee who has been provided any special training under the guidance of this company, he/ she can not leave the company within 3 years from completion of his training.
- D. Within 2 years from date of termination the employee cannot join a rival company.

## 21. DISMISSAL FROM SERVICE

An employee can be dismissed from service for gross Misconduct negligence of duty, continued inefficiency in the performance of his/her duties. Before taking this action, however, the employee will be given in writing the reasons for considering the punishment of dismissal from service and will be given an opportunity to state his case in defence against such contemplated action. The decision of the management after studying the explanation of the delinquent employees will be final.

-BY MANAGEMENT

DE's TECHNICO LIMITED  
  
Managing Director

