



EMPLOYEE HANDBOOK IN RESPECT OF CEASEFIRE INDUSTRIES PVT. LTD.

PREAMBLE:

Whereas it is for the mutual benefit of both the management and the employees to know their respective duties and obligations; and whereas it is expedient to provide for defining the conditions of employment; the same are therefore set out hereunder:

APPLICATION:

These Service Conditions (The Handbook) shall come into effect w.e.f 1st April, 2022 and shall apply to all employees of CEASEFIRE INDUSTRIES PVT. LTD., India.

DEFINITIONS:

- a) Company means CEASEFIRE INDUSTRIES PVT. LTD., a Company formed under the Companies Act, 1956.
- b) Establishment means the establishment(s) of CEASEFIRE INDUSTRIES PVT. LTD. (hereinafter referred as CEASEFIRE INDUSTRIES PVT. LTD.), and/ or any other place where the company may shift or start its operations.
- c) Management means Director, President, General Manager or any other person authorized by the management.
- d) Notice means notice in writing required to be given or to be posted for the purposes of the Standing Orders.
- e) Habitual means omission or commission of any act of a particular nature, committed more than three times a year.
- f) Absence means unauthorized absence from work, total or partial, late attendance or absence on the expiry of sanctioned leave.
- g) Resignation means rescission of a contract of service by the employee or formal relinquishment of his post, job or office by the employee due to whatever reason.



h) Superior means any person who by nature of his duties exercises authority, supervision or control over the employee.

1. Classification of Employees:

Employees/ Workman shall be classified as:

- a) Permanent
- b) Probationers
- c) Temporary
- d) Casual
- e) Apprentices
- f) Part-time
- g) Fixed term Contract

(a) A “permanent workman is a workman, who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period of 6 (six) months or as stipulated in the contract, in the same or another occupation in the company and is therefore borne on the rolls of the company by a specific order or direction of the company.

(b) A “probationer” is a workman who is engaged on trial for a fixed term to test his skills, aptitude and integrity and behavior. A probationer may be provisionally employed to fill a permanent vacancy to a post and has not completed 6 (six) months service therein or period specified as per contract. The case of a probationer shall be considered for confirmation only upon his successfully completing the period of probation, and as such the probationer shall have no right whatever for confirmation on the expiry of the probation period. Unless therefore, a probationer is confirmed in service by a specific order in writing by the management, he shall be deemed to continue on probation.

(c) A “temporary” workman is a workman who has been engaged for work which is of an essentially temporary nature likely to be finished within a limited period. It may include:

i) A person who is appointed for a limited period of time as mentioned in his appointment letter.

ii) A person employed in connection with increase in work which is of a temporary nature or short duration.

iii) A person engaged to work provisionally in a post till permanent arrangements for filling the post are made,

iv) A person who is engaged temporarily as an additional workman in connection with work of a permanent nature. Merely working on a permanent job will not make any temporary workman permanent.

(d) A “casual” workman is a workman whose employment is of a casual nature.

(e) An “apprentice” is a learner (other than appointed under the Apprentices Act) who is paid an allowance during the period of his training.

(f) A “fixed term contract workman” is a workman who has been engaged on the basis of a written contract of employment for a fixed period.

Provided that –

- I.* His hours of work, wages, allowances and other benefits shall not be less than that of a permanent workman; and
- II.* He shall be eligible for all statutory benefits available to a permanent workman proportionately according to the period of service rendered by him even if his period of employment does not extend to the qualifying period of employment required in the statute.



- III. The services of Fixed Term Workman come to an automatic end on the expiry of the contract period. He shall not be entitled to regularization or absorption in the permanent employment of the company.
- IV. The Management may renew the contract of a fixed term contract employee for such future periods as mutually agreed upon. Such renewal shall not give any additional right of employment to the workman.

2. Working Hours :

Discipline and personnel's record of attendance is a vital consideration while assessing an employee for rewards and recognition. Attendance is to be recorded by each employee by swiping the attendance/access cards or signing the attendance register maintained by the Company. It is the employee's responsibility to follow the requisite procedure so that proper recording of attendance is feasible.

As a disciplined employee of the organization, the employees are expected to be punctual and maintain a good record of attendance. This is part of our philosophy of working within the CEASEFIRE INDUSTRIES PVT. LTD.

Repeated late arrivals or a poor record of attendance have a potential of affecting work and output, and are therefore matters that may be dealt under Company's Disciplinary Procedure and these rules.

3. Quantum of Leave :

As per applicable law and company policy.

- (a) A workman who desires to obtain leave of absence shall apply to the employer in the prescribed format. Leave has to be sanctioned in writing and unless the same is sanctioned in writing/as per procedure, no leave can be availed of by the workman.
- (b) Leave may be revoked, refused or curtailed by the company depending upon the exigencies of work.



(c) No employee on leave shall take up any employment or other vocation for profit or gain. If he does so, his services are liable to be terminated.

Employees are required to understand the leave policy of the company. Failure to comply with the above shall amount to unauthorized absence which shall render the employees liable for stern disciplinary action. Apart from national and festival holidays, the following leave shall be provided to all workmen as per law:

3.1 Annual Leaves

Earned Leave

Workmen will be entitled to eighteen (18) Earned Leave during a calendar year. The leave calculation shall be done on a financial year basis from April to March. Leave accrues at the rate of 1 day leave for every 20 days of service. If a workman joins or leaves part way through the year, the leave calculation shall be done on a pro-rated basis for the remainder of the financial year, at 1.5 days per calendar month.

Any holiday preceding/succeeding or falling in between the leave period will not be included for the purpose of calculating the number of leave days.

All un-availed Earned Leave can be carried forward to next year and can be accumulated up to a maximum of Sixty (60) days over subsequent year during your tenure at CEASEFIRE INDUSTRIES PVT. LTD. Excess leave over and above 60 days shall lapse.

Earned leave (leave encashment) will be encashed only at the time of severance of employment on Basic pay basis.



Casual Leaves/Sick Leaves

Employees are entitled to Twelve (12) Casual Leave/ Sick leaves per financial year for medical emergency, or any sickness. These leaves will be granted on April 1st or on their date of joining. These leaves will not be carried forward to subsequent year and are not encashable. The company reserves the right to refer the workman to any doctor to ascertain the genuineness of sickness, and the company may ask for a fitness certificate from him/her.

3.2 Other Leaves

Maternity Leave

As per the provisions of the Maternity Benefits Act, the policy applies to female employees who have been in continuous employment of the company for a period of not less than 80 days in the 12-months prior to the date of expected delivery. Female employees are entitled to maternity leave of up to 26 weeks (182 calendar days), starting either 8 weeks before (56 calendar days) the expected delivery date or on the day of the birth. The employee will be required to provide supporting documents such as medical certificate of employee and birth certificate. In case an employee, who avails maternity Leave, does not return to work, no other leaves will be allowed to be combined with maternity leave and the last day of the maternity leave will be considered as the last working day. Also, an approved medical practitioner should certify the confinement and it should be with birth certificate. The employee also has the option of taking the entire 26 weeks leave after delivery. Full salary and benefits will be paid for maternity leave.

Maternity leave will be in addition to other leave entitlements. Employees can avail maternity leave only twice during their tenure with the company.



4. Stoppage of work:

(a) The employer may, at any time, in the event of fire, catastrophe, breakdown of machinery or stoppage of power supply, government imposed lockdown, pandemic, epidemic, civil commotion or other cause beyond his control, stop any section or sections of the establishment, wholly or partially for any period or periods without notice.

(b) In the event of such stoppage during working hours, the workmen affected shall be notified by notices put upon the notice board in the department concerned as soon as practicable, when work will be resumed and whether they are to remain or leave their place of work. The employees shall be governed by the provisions of 'lay-off' as understood under the Industrial Disputes Act in such circumstances and shall be paid remuneration as per formula contained therein.

5. Transfers :

An employee shall be liable to be transferred (or lent, assigned, seconded or deputed) from one post to another, one department to another, one section, unit or establishment to another, belonging to or managed by the same Company or its Associates anywhere in India or abroad, whether in existence at the time of the appointment of the employee or whether coming into existence subsequent to his appointment. Provided however that the total emoluments of the workman shall not be adversely affected on account of such transfer. An employee upon such transfer shall be governed by the service conditions applicable to the unit where he has been transferred.

6. Termination by way of Discharge Simplicitor or Simple Discharge :

The services of a workman are liable to be terminated by giving notice as stipulated in the appointment contract. Notice must be given in writing or salary in lieu thereof be paid or as specified in the contract, for any reason including the following:

- (a)* Continued illness for a period of six months or more, or frequent intermittent illness, subject to the provisions of the ESI Act, as applicable.
- (b)* Physical or mental disability
- (c)* Reasonable apprehension of jeopardizing the safety or interests of the company.
- (d)* Imprisonment or Conviction by a criminal court for an offence under the Indian Penal Code.
- (e)* Giving a wrong declaration at the time of seeking the appointment.

7. Termination / Repudiation of Contract by a Workman:

An employee may terminate his contract by giving notice under the contract of appointment or other terms as binding the employee, or surrendering salary in lieu thereof with the permission of the management. The management shall have the right to accept the prospective resignation of a workman with effect earlier than the one offered by the workman, and thus relieve such a workman at any time during the notice period, as such notice is for the benefit of the management and may be waived off by the management at any time. In such an eventuality, the workman shall be paid his wages for the remaining period of notice.

The resignation submitted by the workman shall become effective as soon as it is accepted by the management, irrespective whether the acceptance has been communicated to the concerned workman or not. Also it shall be open to the management to withhold its acceptance in respect of resignation submitted by a workman under suspension or against whom disciplinary proceedings are pending or contemplated.



A workman who has elected to resign shall be debarred from withdrawing his resignation, subsequently except with the prior written permission of the management in writing.

8. Misconduct:

An employee may be fined or suspended (for a period not exceeding 3 days) or dismissed from services if he/she is found guilty for misconducts mentioned below.

- (a) Theft, fraud or dishonesty in connection with the employer's business or property
- (b) Taking or giving of bribes or an illegal gratification whatsoever in connection with the employer's business or in his own interests.
- (c) Willful insubordination or disobedience, whether alone or in combination with others to any lawful and reasonable order of a superior.
- (d) Habitual late attendance and habitual absence without permission or sufficient cause. Continuous absence without permission and without satisfactory cause for more than five work days.
- (e) Drunkenness, substance abuse, fighting or riotous, disorderly or indecent behavior while on duty at the place of work.
- (f) Habitual neglect of work.
- (g) Smoking in places, where it is prohibited.
- (h) Causing willful damage to the property.
- (i) Sleeping on duty.
- (j) Malingering or slowing down work.
- (k) Conviction in any court of law for any criminal offence involving moral turpitude.
- (l) Giving false information regarding one's name, age, father's name, qualification, or previous service or any other information at the time of the employment.
- (m) Leaving work without permission or sufficient reason.
- (n) Threatening abusing or assaulting any superior or co-worker
- (o) Preaching of or inciting violence.
- (p) Abetment of or attempt at abetment of any of the above acts of misconduct.



- (q) Disclosing to any unauthorized person of any confidential information with regard to the working or process of the establishment, which may come into the possession of the employee in the course of his work.
- (r) Refusal to accept any charge sheet or order or notice communicated in writing.
- (s) Availing of leave on false grounds or manipulation of leave account.
- (t) Breach of terms and conditions of employment.
- (u) Acts of omission or commission resulting in loss of confidence in the employee.

9. Conflict of Interest:

All employees occupy a position of trust with the company and, as a result, have a duty of loyalty to the company both during and after the employment relationship. Employees are required to avoid any relationship or activity that might create or give the appearance of a conflict between their personal interests and the interests of the company. The company selects its suppliers, vendors and contractors in a non-discriminatory manner and based on appropriate quality, cost service and ability to supply a range of goods and services. A decision to hire a supplier, vendor or contractor must never be based on personal interests or interests of family members, but must be in the best interest of the company. Employees must disclose any relationship that appears to create a conflict of interest to Human Resources Department.

10. Gifts and Entertainment:

Employees of the immediate family of employees shall not use their position with the company to solicit any cash, gifts or free services from any company's customer, vendor or contractor for personal benefit. Gifts or entertainment from others should not be accepted if they could be reasonably considered to improperly or materially influenced.

11. Dress Code and Personal Appearance:

- (a) Employees are expected to reflect a favorable image by appropriate dress and hygiene.



- (b) Moderation and Common sense should be used in all these matters to ensure the employee is suitable for work and the respective work environment
- (c) Every employee has to follow a dress code as per our dress code policy.
- (d) If, for some reason, an employee is unable or uncertain about determining what appropriate dress is, the employee should discuss the matter with the supervisor.
- (e) A supervisor may make reasonable requests of employees to comply with the policy. This may include directing the employee to return home to change in to something more suitable for the work environment. This lost time will be charged to the employee's leave accruals.

12. Controlled substances in the workplace:

- (a) Employees who engage in the unlawful sales, distribution or attempted sale, possession or
- (b) Purchase of controlled substances while at the workplace or while performing in a
- (c) Work related capacity, will be subject to criminal, civil and disciplinary penalties.
 - I. Such illegal acts even if engaged in off duty may result in disciplinary action.
 - II. No employee shall use alcohol or illegal or illicit substances at worksite. If found then severe
- (d) Disciplinary action will be taken against him/her followed by police complaint (FIR).
 - I. An employee may be required to undergo a confidential medical examination to
- (e) Ascertain the cause of impairment or disability when there exists a
- (f) Reasonable suspicion based on specific reliable observations that such impairment or
- (g) Disability is a result of the use of alcohol or controlled substance.
 - I. If alcohol or controlled substance use or impairment is found to exist, the company will determine
- (h) The appropriate course of action which may include disciplinary action as per company policy.



13. Information technology and Communication equipment :

The IT systems including computers, email, internet access lines, telephones and voice mails are the property of the company and are to be used for business purposes only. These business systems and the data that reside on them are the property of the company. Users therefore should not have any expectations personal privacy with respect to the use of company business systems or the data resident to them. Company's IT systems may be used for minor or incidental personal situation provided that such use is kept at the minimum. Employees may not use, whether inadvertently or intentionally, Company's information technology systems to:-

- (a)* Allow others to gain access to the company's information technology system through the use of your password or other security codes.
- (b)* Access files, data or systems to which express authorization from the owner of the company has not been obtained.
- (c)* Remove, install or modify any company's installed software or programs without authorization.
- (d)* Sent copyright documents not authorized for reproduction.
- (e)* Attempt to circumvent or subvert system or network security measures.
- (f)* View network traffic for any reason (unless required by your position).
- (g)* Send and promote the distribution of unnecessary and unsolicited junk mails (e.g: Chain letters, advertisement or other communications that represent the waste of time or computer resources for the company or others).
- (h)* Access the internet for inappropriate use such as pornography or personal entertainment.
- (i)* Send harassing, threatening or obscene messages.

It is extremely important that you take all necessary measures to secure your computer and any of your computer passwords. If you have any reason to believe that the security of Company computer or communication resource has in any manner been compromised you must change



your password immediately and report the incident to the company's information technology department.

14. Prohibited Conduct :

a) Work Performance

- (a)* Insubordination, including disobedience or failure or refusal to carry out assignments or instructions.
- (b)* Loafing, loitering, sleeping or engaging in unauthorized personal business while on duty.
- (c)* Unauthorized disclosure of confidential information of records to third party or colleague who are not supposed to have an access to such information.
- (d)* Falsifying records or giving false information to other state agencies or to employees responsible for record keeping.
- (e)* Failure to provide accurate and complete information whenever such information is required by an authorized person.
- (f)* Failure to comply with health, safety and sanitation requirements, rules and regulations.
- (g)* Negligence in performance of assigned duties.
- (h)* Misbehavior with the client/customer leading to a complaint.

b) Attendance and Punctuality

- (a)* Failure to report promptly at the starting time of a shift or leaving before the scheduled quitting time of a shift without the specific approval of the supervisor.
- (b)* Unexcused or excessive absenteeism will lead to disciplinary action.
- (c)* Failure to observe the time limits and scheduling of lunch hours, rest or wash-up periods.
- (d)* Failure to notify the supervisor promptly of unanticipated absence or tardiness will lead to disciplinary action.

c) Use of property



- (a) Unauthorized or improper use of the company's property or equipment, including vehicles, telephone or mail service.
- (b) Unauthorized possession or removal of company's or other person's private property.
- (c) Unauthorized posting or removal of notices or signs from notice boards.
- (d) Unauthorized use, lending, borrowing or duplicating of company's keys.
- (e) Unauthorized entry to office premises, including unauthorized entry before or after assigned hours of work or entry to restricted areas.

d) Personal Actions and Appearance

- (a) Threatening, attempting or doing bodily harm to another person.
- (b) Misuse of power/ authority for personal gains.
- (c) Threatening, intimidating, interfering with or using abusive language towards others.
- (d) Unauthorized possession of weapons.
- (e) Making false or malicious statements concerning other employees, supervisor of the company.
- (f) Penalize! Retaliate against those who report a violation of the code

15. Disciplinary Proceeding :

During a disciplinary proceeding, the workman shall have the right to be accompanied by a current employee of the CEASEFIRE INDUSTRIES PVT. LTD. (a) Where a disciplinary proceeding against a workman is contemplated or is pending or where criminal proceedings against him in respect of any offence are under investigation or trial 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.

A workman who is placed under suspension shall be paid subsistence allowance @ 50% of the total fixed components of salary for the first 90 days, pending enquiry. If the enquiry is delayed

beyond 90 days period, then the subsistence allowance shall be increased to 75% of the total fixed components of salary if such delay beyond 90 days is attributable to the management. The subsistence allowance shall stand reduced to 25% of the total fixed components of salary, beyond 90 days if the delay in the enquiry is for reasons attributable to the workman.

If on the conclusion of the inquiry, 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.

The payment of subsistence allowance under the standing order shall be subject to the workman concerned not taking up any employment during the period of suspension.

In awarding punishment under this standing order, the authority imposing the punishment shall take into account the gravity of the misconduct, the previous record, if any, of the workman and any other extenuating or aggravating circumstances that may exist. A copy of the order passed by the authority imposing the punishment shall be supplied to the workman concerned.

16. Appeals :

If a workman wishes to appeal against a disciplinary decision, he can lodge his written appeal with HR no later than five working days after the taking of the necessary disciplinary action.

The appeal will be heard by appropriate senior management. The decision of the appeal will be final. The workman will be informed of the findings of the appeal hearing, which will either:

- (a) Confirm the action already advised
- (b) Alter it to more appropriate action or
- (c) Reverse it, thereby cancelling the action against which the workman is appealing.

17. Special Procedure for certain cases :



The general rule is that an internal enquiry shall precede the termination of a workman for misconduct. This rule however shall not be applicable in the following cases:

- (a) Where a workman is awarded punishment on the ground of conduct which led to his conviction on a criminal charge.
- (b) Where the management is satisfied for some reasons, to be recorded in writing, it is not reasonably practical to hold an inquiry; and
- (c) Where it is in the interests of security.
- (d) Where the workman has admitted the misconduct.

18. Combatting Sexual Harassment at Work:

Sexual Harassment is discrimination and is illegal. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that are used as a term or condition of employment, or such conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of behaviors, depending on the circumstances, including but not limited to:

- (a) Requesting, explicitly or implicitly, submission to sexual demands as a term or condition of employment
- (b) Using sexual considerations as the basis for employment decisions such as promotions, salary increases, assigned duties, flexibility in hours, work force reduction, or any other condition of employment
- (c) Unwanted sexual advances or requests for sexual favors
- (d) Intimidating or hostile acts
- (e) Sexual jokes and innuendo
- (f) Verbal abuse of a sexual nature
- (g) Commentary about an individual's body, sexual prowess or sexual deficiencies
- (h) Leering, whistling or touching



- (i) Insulting or obscene comments or gestures
- (j) Display in the workplace of sexually suggestive objects, cartoons, pictures or other offensive material
- (k) Using voicemail, e-mail or other technology to communicate harassing messages
- (l) Other physical, verbal or visual conduct of a sexual nature

If any workman or client or third party feels that she has been the victim of sexual harassment at the hands of any employee of the company or if any workman feels such an incident has taken place against another person, such person should discuss his/her concerns immediately with their leader, Human Resources, or the Internal Complaints Committee. The names, email addresses and phone-numbers of the Internal Committee shall be displayed prominently by the management in common areas in the office premises.

The Internal Committee shall conduct the investigation as per law in complete confidentiality.

If a complaint of sexual harassment is determined to be false or frivolous, vexatious or vindictive, the management shall be competent to take appropriate action, against the complainant.

19. Age of Retirement :

The age of retirement or superannuation of an employee shall be as may be agreed upon between the employer and the workman under an agreement or as specified in a settlement or award which is binding on both the workman and the employer. Where there is no such agreed age, retirement or superannuation shall be on completion of 58 years of age by the employee.

20. Alcohol And Drug-Free Workplace :

It is our policy to maintain a working environment that is free of the problems associated with the abuse of alcohol and controlled substances. We expect all employees to be in a mental and physical condition that will enable them to do their job in a professional manner. Inability to meet these standards may result in disciplinary action.



Workmen may not sell, possess, purchase, distribute, dispense, or use drugs (including prescription drugs obtained illegally) or manufacture illegal drugs during work hours or on Company property. Violation of this policy will result in termination of employment.

The management shall be within its right to ask the employees to undergo a medical check up in case of reasonable apprehension or suspicion of alcohol or substance abuse. Refusal of an employee to undergo the aforesaid medical test shall amount to an act of misconduct.

Alcohol at Company Functions: CEASEFIRE INDUSTRIES PVT. LTD. does not encourage the use of alcohol at Company-sponsored events. CEASEFIRE INDUSTRIES PVT. LTD. recognizes that in some business situations serving alcohol is customary. In these situations, workmen should not consume alcohol in excess and should be sure that their drinking does not lead to a safety hazard for themselves, other CEASEFIRE INDUSTRIES PVT. LTD. colleagues, assets of CEASEFIRE INDUSTRIES PVT. LTD. or the public. Violation of the above norm can result in stern disciplinary action including termination from service.

21. Exhibition of Service Conditions – A copy of these service conditions in English and shall be made available to all employees and shall be posted on a notice board maintained at or near the main entrance to the establishment.
