

**STANDING ORDERS OF THE FCI ARAVALI GYPSUM AND MINERALS INDIA LTD. IN RESPECT OF THE ESTABLISHMENTS UNDER THE GENERAL MANAGER, JODHPUR UNDER THE INDUSTRIAL EMPLOYMENT (STANDING ORDERS) ACT, 1946.**

## **1. APPLICABILITY**

These orders shall come into force in accordance with Section 7 of the Industrial Employment (Standing Orders) Enforcement Act, 1946 and shall apply to all workmen as defined in workmen of FCI Aravali Gypsum & Minerals India Ltd. (Jodhpur Mining Organisation) and are applicable to all workmen as defined under section 2(i) of the Industrial Employment (Standing Orders) Act, 1946, employed in all the mines and other establishments of the FCI Aravali Gypsum & Minerals India Ltd., which are under the management and control of the Chairman and Managing Director of the Company at Jodhpur.

## **2. DEFINITION**

In these rules, unless there is anything repugnant to the context, the following words would have the meaning as assigned to here under:-

- a) "Company" means the FCI Aravali Gypsum and Minerals India Ltd.
- b) "Management" means Chairman and Managing Director or General Manager of the Company or any officer or person so authorized by the Company.
- c) "Section" means any part of the mines or establishment serving as a distinct administrative unit and declared as such by the Management.
- d) "Establishment" means any mine under the control of the General Manager, Jodhpur and includes all establishments connected there to.

## **3. CLASSIFICATION OF WORKMEN**

- a) Workmen shall be classified into any of the following categories :-

- (i) Permanent
- (ii) Probationers
- (iii) Badlies/Substitute
- (iv) Temporary
- (v) Casual, and
- (vi) Apprentices

- i. 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 six months in the industrial establishment including breaks due to sickness, accident, leave, lock out, strike (not being an illegal strike) or involuntary closure of the establishment.
- ii. A “probationer” is a workman who is provisionally employed to fill a permanent vacancy in a post and has not completed six months service therein, provided that the probationary period may be extended by another six months for unsatisfactory work which shall be communicated to the workman. If a permanent workman is employed as a probationer in a new post he may at any time during the probationary period of six months, be reverted to his previous permanent post.
- iii. A, “Badli”/ “Substitute” is a workman who is appointed in the post of a permanent workman or probationer who is temporarily absent.
- iv. 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.
- v. A “Casual” workman is a workman whose employment is of a casual nature.
- vi. An “Apprentice” is a learner who is paid an allowance during the period of his training and includes an unpaid apprentice.

#### **4. RECORD OF AGE AND MEDICAL FITNESS/CASTE CERTIFICATE**

- a) The Company will maintain the record of age of every workman. The following documents shall be deemed to be satisfactory proof of the age of the workman at the time he enters the Company’s service:-
  - i. Matriculation or School Leaving Certificate.
  - ii. Birth Certificate from the local body, Panchayat, or Lambardar (in respect of non – matric workman).
- b) A workman who is unable to produce the documentary evidence as stated above of his age, shall state his age and make a written declaration that the age stated by him is correct. In case the Company desires to establish the authenticity of age declared by the workman, the workman may either be referred to the Company’s authorized Medical Officer or the Civil Surgeon or Asstt. Civil Surgeon whose opinion shall be binding.

- c) The age of a workman as recorded by the Company at the time of employment shall not be thereafter altered by him.
- d) All new recruits under the Company except casual workmen shall be subject to medical examination by duly authorized Medical Officer of the Company or the Civil Surgeon or Assistant Civil Surgeon and such workman shall not be deemed to be eligible for employment unless a certificate of fitness has been obtained from such Medical Officer.
- e) Caste Certificate will be as per Department of Personnel and Training OM No. 36012/6/88-Estt (SCT) dt. 24-04-1990. (copy enclosed)

#### **5. PUBLICATION OF WORKING TIME**

The period and hours of work for all classes of workmen in each shift shall be exhibited in English and in the principal languages of workmen employed in the establishment on notice-boards maintained at or near the main entrance of the establishment and at Time-Keeper's office, if any.

#### **6. PUBLICATION OF HOLIDAYS AND PAY DAYS**

Notices specifying (a) the days observed by the establishment as holidays and weekly days of rest and (b) pay days shall be posted on the said notice boards.

#### **7. PUBLICATION OF WAGES RATES**

Notices specifying the rates of wages payable to all classes of workmen and for all classes of work shall be displayed on the said notice boards.

#### **8. PAYMENT OF WAGES**

- a) All workmen shall be paid wages on a working day before the expiry of the seventh or the tenth day after the last day of the wage period in respect of which the wages are payable, according to the total number of workmen employed in the establishment does not or does exceed one thousand.
- b) Any wages, due to the workman but not paid on the usual pay day on account of their being unclaimed, shall be paid by the Company on an unclaimed wage pay day in each fortnight which shall be notified on the notice-boards as aforesaid.

**9. SHIFT WORKING**

- i. More than one shift may be worked in a department or departments or any section of a department of the establishment at the discretion of the Company. If more than one shift is worked, the workman shall be liable to be transferred from one shift to another. No shift working shall be discontinued without one month's notice being given in writing to the workman prior to such dis-continuance, provided that no such notice shall be necessary if the closing of the shift is under an agreement with the workmen affected. If as a result of the discontinuance of the shift working any workmen are to be retrenched, such retrenchment shall be effected in accordance with the provisions of the Industrial Disputes Act, 1947 and the rules made there under. If shift working is restarted, the workmen shall be given notice and reemployed in accordance with the provisions of the said Act and the said Rules.
- ii. Any notice of discontinuance or restarting of a shift working required by clause (1) above shall be in the following form and shall be displayed conspicuously by the Company on the aforesaid notice boards and a copy thereof shall also be sent by registered post to the Secretary of the trade union operating in the establishment:-

**FORM**  
**(See Standing Order 9)**  
**Notice of discontinuance / re-starting of a shift working to be given by an employer.**

Name of employer.....

Address .....

Dated the ..... day of .....

In accordance with Standing Order No. .... of the Standing Orders certified and approved in respect of my/our industrial establishment, I / We hereby give notice to all concerned that it is my / our intention to discontinue / restart the shift working specified in the Annexure, with effect from.....

Signature .....

Designation .....

## **10. TRANSFERS**

No workman shall normally be transferred from the establishment for which he has been recruited or engaged. However, the Company will have the right in the exigencies of work to transfer a workman from one section to another, from one department to another, from one job to another in the same establishment, or from one establishment to another establishment within the country, provided that the pay, grade, continuity, seniority and other conditions of service of the workmen are not adversely affected by such transfer and provided also that if the transfer is from one job to another, it should be of similar nature and such as the workman is capable of doing and such transfer shall be for sufficient reasons to be recorded.

## **11. TICKETS**

- (1) Every workman shall be given a permanent ticket number unless he is a probationer, badli, temporary worker or apprentice.
- (2) Every permanent workman shall be provided with an Identity Card showing this number, and shall, on being required to do so, show it to any person authorized by the Company to inspect it.
- (3) Every badli shall be provided with a badli card, on which shall be entered the days on which he has worked in the establishment, and which shall be surrendered if he obtains permanent employment.
- (4) Every temporary workman shall be provided with a 'temporary' ticket which he shall surrender on his discharge.
- (5) Every casual worker shall be provided with a 'Casual Card' on which he shall be entered the days on which he has worked in the establishment.
- (6) Every apprentice shall be provided with an 'apprentice card', which shall be surrendered if he obtains permanent employment.

## **12. ENTRY, EXIT AND SEARCH**

- (A) All workmen shall enter or leave the establishment only by the gates appointed for the purpose by the management. The establishment gates may be kept closed during working hours at the discretion of the management, and workmen must not leave the premises during working hours without permission.

- (B) On entering or leaving the establishment and at any time during the hours of work, when special circumstances so warrant in the opinion of the management or any other persons authorized in this behalf, all workmen are liable to be detained and searched by the Company security staff provided that women workers shall be searched only by women.

### **13. ATTENDANCE & LATE COMING**

All workmen shall be at work places in the establishment at the time fixed and notified in Standing Order Number 5. The workmen attending late will be liable to deductions provided under the Payment of Wages Act, 1963. If any workman is late by more than 15 minutes without satisfactory explanation, he may be liable to be sent out for that day and may be treated as absent with consequent deduction of wages under the Payment of Wages Act, 1963 provided that such absence, at the request of the workman concerned, be adjusted towards earned leave, if due.

### **14. OVERTIME**

- a) Subject to the provision of law applicable to the mines, the Company may require any workman to work overtime including work on weekly days of rest or festival holidays.
- b) Subject to the provisions of law applicable to mines, a workman shall be paid overtime allowance at the ordinary rate of wages for the work done by him in excess of normal hours of work within the permissible daily/weekly limits laid down by the law at twice the ordinary rate of wages for work done by him in excess of those limits.

### **15. STOPPAGE OF WORK**

- (i) The Company may, at any time, in the event of fire, catastrophe, breakdown of machinery or stoppage of power supply, shortage of wagons supply, epidemics, civil commotion or other cause beyond their control, stop any section or sections of the establishment, wholly or partially for any period or period without notice.
- (ii) In the event of such stoppage during working hours, the workmen affected shall be notified by notices put up on the notice board in the department concerned, or at the office of the Manager, as soon as practicable, when work will be resumed and whether they are to remain or leave their place of work. The workmen shall not ordinarily be required to remain for more than two hours after the

commencement of the stoppage. If the period of detention does not exceed one hour, the workmen so detained shall not be paid for the period of detention. If the period of detention exceeds one hour, the workmen so detained shall be entitled to receive wages for the whole of the time during which they are detained as a result of the stoppage. In the case of piece-rated workers, the average daily earning for the previous month shall be taken to be the daily wage. Whenever practicable, reasonable notice shall be given of resumption of normal work.

- (iii) In case where workmen are laid off for short period on account of failure of machinery or a temporary curtailment of production, the period of un-employment shall be treated as lay off or if the workmen so desires be adjusted towards his leave due. When however, workmen have to be laid off for an indefinitely long period the Company may effect retrenchment after giving due notice or pay in lieu thereof and compensation as per the provisions of the I.D. Act.
- (iv) The Company may in the event of a strike affecting either wholly or partially any section or department of the establishment close down either wholly or partially such sections or department and any other section or department affected by such closing down, the fact of such closure shall be notified by notices put on the notice board in the section or department concerned and in the time keeper's office, if any, as soon as practicable. The workmen concerned shall also be notified by a general notice, prior to resumption of work, as to when work will be resumed.
- (v) The lay-off, retrenchment and re-employment workmen contemplated in this order, shall be subject to the relevant provisions of the Industrial Disputes Act, 1947 and the rules made there under.

## **16. FORWARDING OF APPLICATIONS FOR EMPLOYMENT ELSEWHERE**

Any workmen seeking employment elsewhere shall route his application through the management who will have the right not to forward more than two application in a calendar year without assigning any reason. The management shall also have the right not to forward any application from a probationer, provided that this restriction shall not apply when the probationary period of the workman has been extended.

## 17. CHANGE OF ADDRESS

The management shall maintain the address of every workman and any change in the address shall be furnished by the workman. In the event of a workman not being available at the establishment, any communication forwarded by the Company to the last address given by the workman shall be regarded as sufficient communication for the purpose of giving any intimation or notice.

## 18. LEAVE

Earned leave, casual leave and sick leave shall be granted to the workmen as provided below:-

**(a) Earned Leave:** Every monthly rated workman shall be allowed earned leave as per Leave Rules of the company and every daily rated workmen shall be allowed earned leave according to the provisions of the Mines Act, 1952, viz. every workman who has completed a calendar year's service shall be allowed during the subsequent calendar year's leave with wages calculated as under.

- (i) In the case of a person employed below ground, at the rate of one day for every sixteen days of work performed by him and
- (ii) in any other case, at the rate of one day for every twenty days of work performed by him.

**(b) Casual Leave:** Every monthly rated workman shall be entitled casual leave as per Leave Rules of the company and every daily rated workman other than casual and badli workman shall be entitled to 7 days casual leave in a calendar year.

**(c) Sick Leave:-** Sick leave on half pay shall be granted to the monthly rated workman as per the leave rules of the company.

## 19. AUTHORITY TO SANCTION LEAVE

The authority to sanction leave will be the Chairman and Managing Director or General Manager or such officer or officers as may be authorized by the Chairman and Managing Director or General Manager as the case may be.

## 20. PROCEDURE FOR GRANT OF LEAVE

The Procedure for granting leave to monthly rated employees shall be as per FCI Aravali Gypsum and Minerals India limited leave rules and is as below :-



- (a) A workman who desires to obtain leave of absence shall apply to his sectional officer or Departmental Head.
- (b) Application for leave of absence for three days or less should ordinarily be made at least 24 hours before the time from which the leave is required except in unforeseen or emergent cases.
- (c) Application for leave of absence for more than three days shall be made at least seven days before the date from which the leave is required.
- (d) Application for leave under clause (b) here-of shall be disposed of immediately. Application for leave under clause (c) hereof shall be disposed of within five days or before the commencement of leave which ever is earlier.
- (e) Orders passed on the application shall be communicated to the workman and, if leave is refused or postponed, the reasons therefore shall be recorded in writing by the officer passing the order.
- (f) A workman shall, before proceeding on leave inform the head of the section in which he is employed of his address during the period of leave.
- (g) A workman who desires to extend his leave shall make an application in writing to his section head leaving sufficient time to the company to communicate its reply before the expiry of the leave originally sanctioned. If the application for extension of leave is on medical ground, and provided the workman is away from the place of employment during his leave, he shall submit with his application a medical certificate from a Registered Medical Officer of Government or Medical Officer in charge of a Civil Surgeon or Civil Assist. Surgeon or a Registered Medical Practitioner and intimate the probable period for which the extension is required. On receipt of such application the management shall immediately inform the workman at the address given in his application or previously intimated under clause (f) above whether the extension of leave has or has not been sanctioned. If sanctioned, the period of extension shall be indicated in Company's reply.
- (h) A workman who has been granted leave or extension of leave on medical grounds for an aggregate period exceeding 14 days shall not be allowed to resume duty unless he produces a certificate of fitness from the Medical Officer under whom he was receiving treatment or the Medical Officer of the Company.

## **21. ABSENCE WITHOUT LEAVE**

An employee shall not absent himself without leave beyond the period of leave originally granted or subsequently extended in which case he will have his lien on the post. If an employee remains absent without proper permission, he will be marked absent in the attendance register and it will render him liable to disciplinary action. Absence without permission for more than 10 days will be treated as voluntary abandonment of his employment and his name will be struck off from the rolls without any notice for unauthorized absence. However, he may represent to the competent authority giving reasons why he did not or could not apply for leave etc. and if the competent authority is satisfied with the explanation, the said authority may grant the leave or take whatever action is called for on merits.

## **22. FESTIVAL HOLIDAYS**

There shall be observed in the establishment 13 festival holidays + 1 Restricted holiday in a calendar year of which three shall be the National Holidays, viz. Independence Day (15<sup>th</sup> August). Republic Day (26<sup>th</sup> January) and Mahatma Gandhi's birth-day (2<sup>nd</sup> October) and the remaining 10 holidays shall be fixed as per local custom in consultation with the workers union. All monthly rated and daily rated workers who have completed 6 months service other than casual shall be entitled to full wages for all the 14 festival holidays. The daily rated workmen who have not completed six months service and the casual and badlis shall be entitled to wages only for 3 National Holidays.

## **23. HOUSING ACCOMMODATION**

- (a) The Workmen who have been allotted company's quarters and are in enjoyment of the services provided with the quarters shall observe all rules, regulations and conditions made by the management from time to time for use of such quarters.
- (b) In Consideration of the use of Company's accommodation, the workmen shall pay an amount that may be determined from time to time by the Company as applicable to the particular type of accommodation allotted.
- (c) In consideration of the services provided with such accommodation, viz. water, electricity, and such other amenities as may be provided from time to time, the Company shall deduct appropriate charge in respect of such services from the wages of the workmen subject to the provisions of the Payment of Wages Act, 1936.

- (d) The grant of the use of Company's quarters is conditional upon the workman being in the Company's service. On termination of services of a workman for any cause whatsoever, he shall forthwith surrender his quarters to the management. In case he fails to do so, the Company will have the right to claim damages thereof through the court of law and shall also be entitled to stop all amenities such as water, electricity, etc.
- (e) In no event the workman will be entitled to any notice for giving up quarters which shall at all times be deemed to be within the Company's control.

#### **24. MEDICAL**

- (a) The Medical Rules of the Company will be applicable to all the workmen and their families.
- (b) In the interest of general health and in the interest of health of any workman in particular, any workman may at any time be required to submit to medical examination by the Company's Medical Officer duly authorized to act in this behalf.
- (c) It is a condition of employment that all workmen must notify to the management immediately on the occurrence in their household of any infectious disease and must not resume duty until they have permission from the Company Medical Officer to return to work. If on the advice of the Medical Officer any workman is prohibited from resuming duty, he shall be allowed leave with full pay for such period as the Manager/Head of the department considers necessary on the certificate of the Medical Officer or such other Medical or Public Health Officer authorized by the Company. For the purpose of the order, Family will include the spouse of the workman, children and dependent parents.

#### **25. REPORTING OF ACCIDENTS**

- a) Any workman who meets with an accident in the course of his work shall immediately report the accident however slight it may be to the Manager or any other person duly authorized by the management in the section in which the workman is working and to present himself to the Company's Medical Officer or to the nearest Government Medical Dispensary or hospital for treatment if he is in a fit condition to do so.
- b) The Manager or any other person duly authorized by the management in the section to whom an accident is reported, shall at once prepare an Accident advice in the prescribed form and verify if the employee has actually met with the accident and also report to the Company's Medical Officer with the Accident Advice.

- c) It shall be the responsibility of the Company to make all necessary arrangements for payment of compensation to the workman concerned or his legal heirs as required under the Workmen's Compensation Act.

## **26. SECRECY**

- (a) No workman shall by writing to any person (including a co-workman) or by communicating to public papers, journals, books, 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 documents official or otherwise relating to the Company except with the approval of the management.
- (b) No workman shall otherwise than in the normal course of his work engage in giving information or advice on matters relating to the activities of the Company.
- (c) Except in the ordinary course of his duties no workman shall disclose either during service or after leaving the service of the Company, 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 the court or any other information or matters of trade or business secrets.
- (d) No workman is permitted to carry with him outside the Company's premises any papers, books, drawing, photograph, instruments, apparatus, documents or any other property belonging to the Company.

Provided that this prohibition shall not apply to those workmen who are specially authorized by the management to take out of the Company premises papers and documents for the purpose of study, or for other purposes approved by the management.

- (e) No workman is permitted to take notes, drawing or sketches, for his own use of any section of the Company process or work or keep copies of official papers with him.
- (f) Any books, drawings, sketches, photographs and similar papers containing notes or information relating to the Company's business affairs or operation shall always be treated as company's property whether prepared by a workman or otherwise.

## 27. PUBLICATION OF WRITTEN ARTICLES

No workman shall publish or cause to be published an article written by him on any matter whatsoever relating to the affairs of the Company in any local or overseas newspaper, journal or other publication, without the written permission of the management.

Provided that such permission shall not be necessary for the publication of articles which have no bearing on the affairs of the Company and which do not directly or indirectly affect the Company and for which the writer does not get any remuneration.

## 28. INVENTION

- (i) A workman shall within one month of the taking up of his employment furnish the Company with :-
  - a) A list of all the patents taken out or applied for by him jointly with any other party or individually in India or abroad.
  - b) 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 purposes of the Patents Act and particularly Section 38 of the Indian Patents and Designs Act, 1911.
- (ii) A workman shall not without the previous consent in writing of the Company to be communicated within two months from the date of receipt of an application from the workman containing suitable particulars regarding any invention or secret process asking for such permission apply for any patent, exclusive privileges or the like protection in respect of any invention under any law in the country for the time being in force and applicable there to. If such invention or secret process has been made or discovered by the workman during any period of service with the Company, the Company shall be entitled to require the workman to assign and transfer any such invention or secret process or (at its option) the patent, exclusive privilege or the like protection obtained by the workman in respect of its own absolute and exclusive use. Such options as aforesaid shall be exercised at any time between the date of receipt of the application asking for permission as aforesaid referred to in this sub-clause and the expiry of six months after the workman shall intimate to the company the grant of any such patent exclusive privilege or the like protection and in the event of such option being exercised, 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 and options vested in the company under this clause.

- (iii) The Company shall at all times be entitled (whether it shall exercise any option vested in it by sub-clause(ii) or not) to the unqualified right to adopt and use the said invention, or secret process without being obliged to pay any royalty or any other consideration thereof and further the workman shall not assign, charge or in any way transfer patent, exclusive privilege or the like protection obtained in respect of such invention or secret process without providing for unqualified use free 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 right to such unqualified free use and/or to exercise such free use as it may require provided that if the Company has not exercised the option vested in it by sub-clause (ii) and if the workman making the invention is of a rank below and that of a shift-in-charge sub clause (iii) shall not apply.

## **29. DISCIPLINARY ACTION FOR MISCONDUCTS**

- (1) A workman may be warned, censured or fined up to 2% of wages in a month for any of the following acts and omissions which would constitute minor misconducts, provided that such acts and omissions for which fine is imposed, are notified with the previous approval of the prescribed authority in pursuance of Section 8 of the Payment of Wages Act, 1963 :-
- (i) Collecting or canvassing for collection of any money within the premises of the establishment without the prior permission of the Manager/Head of the Department.
  - (ii) Leaving work place without permission
  - (iii) Interference in the work of other workmen.
  - (iv) Distribution of exhibition within the boundaries of the establishment of any handbill, pamphlets or posters without the prior permission of the Management
  - (v) Gambling within the premises of the establishment.
  - (vi) Entering or leaving the work premises except through authorized entrances.
  - (vii) Failure to inform a Medical Officer of the Company of the occurrence in the house of notified diseases viz Cholera, Small pox, Leprosy, Diphtheria, Cerebrospinal, Meningitis, Plague, Bacillary dysentery, yellow fever, Typhoid or enteric fever, Mums epidemic dropsy, Measles, HIV.

- (viii) Late attendance on more than one occasion.
  - (ix) Sub-letting or parting with possession of the whole or part of allotted accommodation.
2. No order of punishment under clause (1) above shall be made unless the workman concerned is informed in writing of the acts and omissions alleged against him and is given an opportunity to explain the allegations made against him which he may do within 48 hours before imposing the punishment.
3. A workman may be punished by way of demotion to junior post or lower grade, withholding of increment including stoppage at efficiency bar, suspension for a period not exceeding 14 days ; removal or dismissal from service without notice or any compensation in lieu thereof, if he is found to be guilty of any of the following misconducts which would constitute major misconducts, provided that it would also be open to the Company to impose any of the minor penalties prescribed under clause (1) for the major misconducts :-
- (i) Willful insubordination, disobedience, whether alone or in combination with another or others, of any lawful and reasonable order of a superior.
  - (ii) Striking work or inciting others to strike work in contravention of any law for the time being in force.
  - (iii) Theft, fraud or dishonesty in connection with the company's business or property.
  - (iv) Taking or giving bribe or any illegal gratification whatsoever in connection with Company's business.
  - (v) Carrying on money lending or any other private business within the Company's premises without the written permission of the management.
  - (vi) Drunkenness, fighting, riotous or disorderly or indecent behaviour or commission of any act subversive of discipline in the premises of the establishment.
  - (vii) Habitual absence without leave or without sufficient cause.
  - (viii) Habitual negligence or neglect of work.
  - (ix) Habitual indiscipline.

- (x) Smoking within the premises of the establishment at places where it is prohibited.
- (xi) Causing wilful damage to work in process or to any property of the Company.
- (xii) Holding meeting within the boundaries of establishment and working places, without the previous sanction of the management.
- (xiii) Threatening or intimidating any employee within the boundaries of the establishment.
- (xiv) Sleeping while on duty.
- (xv) Malingering or slowing down of work.
- (xvi) Unauthorized use of Company's quarters or land.
- (xvii) Acceptance of costly gifts from subordinate workmen.
- (xviii) Lending or borrowing money to or from subordinate workmen.
- (xix) Writing of vexatious or anonymous or pseudonymous letters concerning the affairs of the Company or the management or any of its workmen.
- (xx) Spreading false rumours or giving false information which tends to bring into disrepute the Company or its workmen or spreading panic among them.
- (xxi) Conviction in any court of law for any criminal offence involving moral turpitude.
- (xxii) Theft of property of any co-worker inside the premises of the establishment.
- (xxiii) Continuous absence without permission and without satisfactory cause for more than 10 days.
- (xxiv) Giving of false information regarding his name, age, father's name, qualification, caste or previous service at the time of employment.



- (xxv) Breach of any of the standing orders.
- (xxvi) Sabotage of or interference with the safety devices installed in the work premises or Company's estate and non-observance of the safety precautions or the safety rules.
- (xxvii) Unauthorized communication of official documents or information and disclosure to any unauthorized person including fellow workers of any information relating to the Company's operation and business.
- (xxviii) Disregard of any operational or maintenance instructions or carelessness in operation and maintenance leading to damage of property.
- (xxix) Habitual leaving station without permission, of a workman whose services are of essential nature.
- (xxx) Approaching higher authorities direct or through other persons for promotion or any other personal favour or gain except through proper channel.
- (xxxi) Abetment of or attempt to commit any of the above acts of misconducts.
- (xxxii) Sexual harassment including un-welcome sexually determined behaviour (whether directly or by implication) as :-
  - a) Physical contact and advances.
  - b) Demand or request for sexual favour.
  - c) Sexually coloured remarks.
  - d) Showing pornography.
  - e) Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

The above instances of misconduct are illustrative in nature and not exhaustive.

- (xxxiii) Restriction regarding marriages

- a) No employee shall enter into, or contract a marriage with a person having a spouse living ; and
- b) No employee having a spouse living, shall enter into, or contract a marriage with any person.

Provided that the Management may permit an employee to enter into, or contract any such marriage as is referred to in clause (a) or clause (b), if it is satisfied that :-

- (i) Such marriage is permissible under the personal law applicable to such employee and the other party to the marriage; and
  - (ii) There are other grounds for so doing
  - (iii) An employee who has married or marries a person other than of Indian Nationality shall forthwith intimate the fact to the Management of FCI Aravali Gypsum & Minerals India Ltd.
4. No order or punishment under clause (3) shall be made except after holding an enquiry by the management against the workman concerned in respect of alleged misconduct in the manner set forth in clause (5).
  5. A Workman against whom an enquiry is to be held shall be given a charge sheet by the management clearly setting forth the alleged misconduct and given an opportunity to explain the circumstances alleged against him. If the workman desires, he shall be permitted to be defended by another workman of his choice. The workman shall be permitted to produce witness in his defence and cross examine any witness on whose evidence the charge rests and he will also be permitted to inspect the documents which form the basis of the charge. A concise summary of the evidence laid on either side and the workman's plea shall be recorded.
  6. Where a workman is charged with a serious misconduct and it is not considered desirable that he should remain on duty he may be suspended from duty pending the enquiry or for the period allowed to him for giving his explanation. The period of suspension shall not ordinarily exceed 14 days. The order of suspension shall take effect immediately on its communication in writing to the workman and as a result of the enquiry held or explanation tendered the workman is found not guilty of the alleged misconduct and he shall be deemed to have been on duty and shall be entitled to full wages and all

privileges for the period of suspension. If after enquiry, the workman is adjudged guilty of the misconduct alleged against him, he shall not be entitled to any remuneration for the period of suspension other than subsistence allowance paid to him.

7. A workman under suspension shall be entitled to subsistence allowance equal to half his basic wage plus dearness allowance as applicable for the period of his suspension. If, however, the suspension exceeds three months for reasons to be recorded in writing for which the workman is not responsible, the subsistence allowance will be three fourth of his basic wages plus dearness allowance. Where, however, the workman is responsible for extension of his suspension period beyond three months, the amount of his subsistence allowance may be one fourth of his basic wage and dearness allowance. The payment of subsistence allowance will be subject to a written declaration by the workman that he is not engaged in any other employment, business, profession or vocation.
8. No order of punishment under clause (3) shall be made by an authority lower than the appointing authority of the workman. In awarding punishment under this order, the management 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 management shall be supplied to the workman concerned.

### **30. TERMINATION OF EMPLOYMENT**

- 1) The service of no workman whether permanent, temporary, probationer or casual shall be terminated as a measure of punishment unless he has been given an opportunity of explaining the charges framed against him in the manner prescribed in order number 29.
- 2) The management may terminate the services of a workman by assigning reasons after giving the following notice or payment of wages in lieu of such notice :-
  - a) In case of a permanent monthly rated workman, one month's notice of payment or one month's wages in lieu of notice.
  - b) In case of a permanent daily rated workman 2 week's notice or wages in lieu thereof, subject to the provisions of the Industrial Disputes Act, 1947.

- c) In case of temporary, probationer, badli or casual workman, no notice or wages thereof, subject to the provisions of the Industrial Disputes Act, 1947.
- 3) When the employment of any workman is terminated, the wages earned by him and other dues, if any, shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 4) A permanent workman who wishes to leave the Company's service shall give the same notice as the Company is required to give him under clause (2).

### **31. CERTIFICATE ON TERMINATION OF SERVICE :**

Every permanent and temporary workman shall be entitled to a service certificate at the time of his dismissal, discharge or retirement from service or on his leaving service in the prescribed form.

### **32. SUPERANNUATION**

- (a) Every workman shall retire from service on completing the age of 60 years. The superannuated workman shall be entitled to the retirement gratuity as per the Company Rules.
- (b) Any leave due to a workman which is not availed of by him before his superannuation as distinct from leave applied for but refused by the Management shall lapse subject to provisions of Mines Act.
- (c) If any workman applied for leave with wages due before reaching the age of superannuation and the Company refused the grant of such leave owing to exigencies of service or other reasons, the company shall pay to the workman wages in respect of such earned leave.

### **33. REDRESSAL OF GRIEVANCES**

Whenever any workman wants to seek redress of any grievance, he shall first submit a representation to his next superior to whom he is responsible or his Sectional Officer/Departmental Head. The Sectional Officer/Departmental Head concerned is expected to dispose of the representation on his own responsibility in such manner as is consistent with the policy of the Company. In case, however, the workman

concerned still feels aggrieved, he may then request his Sectional Officer/Departmental Head to forward the representation originally submitted to the General Manager concerned for his disposal. Normally a decision of the General Manager will be regarded as final and the individual workman concerned is expected to accept the decision as such. However, if the workman still feels that he has not been treated fairly or justly he is free to submit an appeal to the Chairman and Managing Director through proper channel for his final orders.

**34. LIABILITY OF MANAGEMENT :**

The General Manager or the Manager/Head of the establishment shall be liable for the proper and faithful enforcement and observance of the standing orders.

**35. EXHIBITION OF STANDING ORDERS :**

- (a) A copy of these standing orders in Hindi and English shall be posted on the Notice Board in all Departments and Sections and such other places within the precincts of the establishment as the Management may decide and shall be kept in a legible condition.
- (b) A printed copy of the Standing orders shall be supplied to each individual worker free under receipt.

**36. INTERPRETATION OF STANDING ORDERS :**

If there is any conflict between the English version of these standing orders and any other language, the English version shall prevail.

**37. SAVING :**

Nothing contained in these Standing Orders shall operate in derogation of any law or to the prejudice of any right of workman under written contract of service, settlement or awards for the time being in force, nor shall any agreement between the employer and the workmen prejudicially affect the rights of the workman under these Standing Orders.