

RURAL POWER COMPANY LIMITED

EMPLOYEE SERVICE RULES - 2016

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CHAPTER – I

1.0 Preliminary

1.1 Short Title and Application

- (a) These rules shall be called the “**Employee Service Rules-2016**” of Rural Power Company Limited (RPCL).
- (b) These rules shall apply to all employees in the employment of the company except as specifically mentioned in the respective rules.
- (c) These rules shall come into force as soon as it is approved by the Board of Directors of the Company.
- (d) The Board of Directors of the Company may change or amend or repeal these rules from time to time as it may deem fit.

1.2 Definitions

- (a) “**Appointing Authority**” means the authority empowered to make appointments i.e. the ‘Board of Directors’ in relation to ‘Managing Director, Executive Directors & Company Secretary’ and Managing Director in relation to all other employees recommended by the Selection Committee approved by the Board.
- (b) “**Authorized Medical Officer**” means a medical practitioner so designated by the Competent Authority from time to time or any registered medical practitioner appointed as Retainer to provide health services for the employees and their families. If there is no “Authorized Medical Officer” so designated or appointed any registered medical practitioner.
- (c) “**Average Pay**” means the average of pay earned during the 12 (twelve) complete months immediately preceding the month in which the leave is taken or the pay of the employee drawn immediately before proceeding on leave which is more favorable to the employee.
- (d) “**Basic Pay**” means the pay, which has been sanctioned for a post held by an employee regularly or in an officiating capacity or to which he/she is entitled to by reason of his/her position in the company.
- (e) “**Board**” means the Board of Directors of the Company which determines the policies, procedures, guidelines and directives for its overall management.
- (f) i. “**Core**” means a functional area of a technical services sanctioned by the Competent Authority.
ii) “**Non Core**” means a functional area of a non-technical services Sanctioned by the Competent Authority.
- (g) “**Company**” means Rural Power Company Limited (RPCL).

- (h) **"Competent Authority"** means the Board of Directors or the authority designated or delegated by the Board to be competent for the specific purpose.
- (i) **"Contract"** means an agreement between an employee and the company which lays down the terms of employment.
- (j) **"Controlling Officer"** means the officer declared to be the controlling officer for the purpose of administrative and financial and technical matters including traveling allowance and medical facilities of a particular employee or class of employees by the Board of Directors.
- (k) **"Day"** means a calendar day beginning and ending at midnight but an absence from headquarters, which does not exceed 24(twenty four) hours, shall be reckoned for all purposes as one day, at whatever hour the absence begins or ends.
- (l) **"Dearness Allowance"** means the allowances made for the employees for compensating higher cost of living.
- (m) **"Deputation"** means duty of an employee outside the company but within the country with lien in the substantive post.
- (n) **"Duty"** includes -
- i. Service as a probationer and an apprentice provided such service is followed by an appointment on a permanent post ;
 - ii. Joining time ;
 - iii. The period spent on a duly authorized course of instruction, training or a visit including the time reasonably required for the journey to and from the place of such training and visit ; and
 - iv. Attendance at compulsory departmental examination/ interview including a reasonable time required for the journey to and from the place of examination and the day or days of the examination.
- (o) **"Emolument"** means and includes -
- i. Pay ;
 - ii. Special pay, personal pay, technical pay, officiating pay and additional pay ;
 - iii. Compensatory allowances other than traveling and medical allowances ;
 - iv. Leave salary/ Leave encashment ;
 - v. Any other payments and fees, if any, in the shape of fixed monthly addition to pay ;
 - vi. Subsistence allowance ; and
 - vii. Dearness allowance.
- (p) **"Employee"** means an officer or staff employed on contractual basis in the approved post of the company.

- (q) **"Expensive Place"** means the city areas declared by the Government and any other places declared from time to time.
- (r) **"Family"** means wife(s) or husband and legitimate children and parents dependent on the employee.
- (s) **"First Entry Post"** means post (s) or a percentage of posts as embodied in the Schedule of Recruitment and Promotion.
- (t) **"Headquarters"** means such place as the Head of office may prescribe and in the absence of any order to the contrary, means the place where the office or the place of duty of an employee is located.
- (u) **"Holiday"** means a day declared as such by order of the Government / Board of Directors of the Company.
- (v) **"Honorarium"** means a recurring or non-recurring payment made to any employee by the company as remuneration for special work of an occasional character.
- (w) **"Hospital"** means any registered hospital / clinic at home and abroad for the treatment of the employees of the company and their family.
- (x) **"Incentive"** means any compensation scheme or plan made by the company to motivate the individual / the group for their improved performance.
- (y) **"Joining Time"** means the time allowed to a person to enable him/her to join a new post on transfer and promotion or on return from service.
- (z) **"Misconduct"** means conduct prejudicial to good order or discipline or which is unbecoming of an employee or gentleman and includes contravention of any of the provisions of 7.1 and 7.2 of Chapter VII of these rules.
- (aa) **"Month"** means a calendar month.
- (bb) **"Officer"** means the employee holding the post of Sub-Assistant Engineer / Junior Assistant Manager or equivalent post up to the post of Managing Director.
- (cc) **"Officiate"** means officiating in a post by an employee by discharging the duties of that post in which another person holds lien, or when he is appointed by an authority competent to make a regular appointment to the post to officiate in a vacant post to which no other person holds a lien.
- (dd) **"Pay"** means the basic pay which has been sanctioned for a post held by an employee or in an officiating capacity or to which he/she is entitled to by reason of his/her position and includes special pay, personal pay and additional pay, if any, admissible under general or special order.

- (ee) **"Personal Pay"** means an additional pay granted to an employee to save him/her from loss of pay in respect of a permanent post held by him/her due to a revision of pay or to reduction of such pay otherwise than as disciplinary measure or in exceptional circumstances, on other personal considerations.
- (ff) **"Probation"** means a person, who is appointed on probation in any post under the company for a certain period of time in order to appoint in the permanent post for contractual basis.
- (gg) **"Selection Committee"** means a committee formed by the Company Board and will be responsible for recommendation to select employee for direct recruitment.
- (hh) **"Special Pay"** means an addition in the nature of pay to the emolument of an employee granted in consideration of –
i. The specially arduous nature of the duties ; or
ii. A specific addition to the work or responsibility ; or
iii. The unhealthiness of the locality in which the work is performed.
- (ii) **"Staff"** means an employee who is employed in the company in any position below the level of Sub-Assistant Engineer / Junior Assistant Manager or equivalent.
- (jj) **"Subsistence Allowance"** means a monthly allowance made to an employee during the period he/she is under suspension.
- (kk) **"Senior Level Officer"** means Chief Engineer/General Manager and above.
- (ll) **"Schedule"** means Schedule of Recruitment and Promotion attached to this service rules.
- (mm) **"Transfer"** means the movement of an employee from one headquarters station in which he/she is employed to another such station either to take up the duties of a new post or in consequence of change of his/her headquarters.
- (nn) **"Traveling"** means any travel undertaken / made for carrying out the activities of the company or for its interest.
- (oo) **"Year"** means a financial year for the purpose of accounts and finance and a calendar year for other purposes.



CHAPTER – II

2.0 Posts

2.1 Creation of Posts

To manage the affairs of the company, all posts shall be proposed for creation by the Management considering the organization structure, volume of works, functional differentiation and job descriptions. The Board of Directors of the Company subsequently approved it considering the above.

2.2 Categories and Classification of Posts

2.2.1 The post shall be of the following categories, namely -

- a. A Permanent post shall be a regular post carrying a definite pay grade approved by the Board of Directors deemed to be continued for an indefinite time and which is included in the organizational setup.
- b. A temporary post shall be a post carrying a definite scale of pay deemed to be continued for a definite period of time and which is not included in the organizational setup. The temporary post should be approved by the Board of Directors.
- c. Outsourcing of any task/ job of a functional area may be made for the interest of company as per the rule only through the approval of the Board of Directors.

2.2.2 The Board of Directors may create cadres with permanent posts having similar qualification requirements and job description. Seniority among employees appointed to posts in such cadres shall thereafter be regulated as per prescribed rules.

2.2.3 Recruitment of employees under different categories will be as per Schedule of Recruitment and Promotion (Appendix-A)

2.3 Filling up a Permanent Post

Appointment to all permanent posts shall be made -

- a. By promotion
Criteria / guidelines of promotion for management and staff position shall be as per the Schedule of Recruitment and Promotion ; or
- b. By direct recruitment with provision of lateral entry to all categories of posts, if necessary.

2.4 Probation

Persons selected for appointment by direct recruitment in entry level to a permanent post shall be appointed on probation for a period of 01 (One) year.

Provided that the appointing authority may, by an order in writing, extend the period of probation for a maximum period of 06 (six) months or terminate his/her service if his/her performance is found unsatisfactory.

After successful completion of the period of probation including the extended period (if any) the incumbent will be appointed in the permanent post for contractual basis.

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CHAPTER – III

3.0 Recruitment and Promotion Policies & Guidelines :

3.1 Recruitment Policies and Guidelines

3.1.1 Recruitment Policies

3.1.2 Objectives of the Policy

The objectives of recruitment of the company shall be -

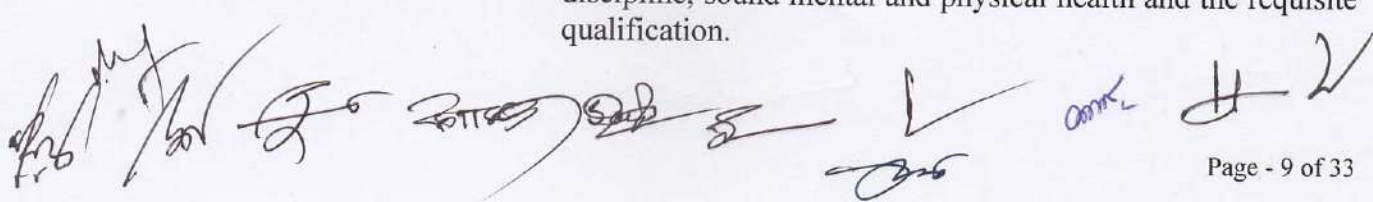
- (a) To provide the company with quality human resources to ensure health, survival and growth of the company.
- (b) To ensure adequate and consistent human resources for the effective operation of the company.
- (c) To establish a transparent recruitment system.

3.1.3 Scope of the Policy

This policy shall be applicable to the company for the recruitment of its employees for all disciplines at all levels.

3.1.4 Strategies of the Policy

- (a) There shall be a uniform practice of recruitment in the company.
- (b) Recruitment shall be undertaken at the entry level in conformity with the provisions of these rules.
- (c) Recruitment on immediate need or on emergency basis shall be avoided as far as possible and shall rather be based on human resources planning. Recruitment shall be made on functional/discipline basis such as Electrical Engineering, Mechanical Engineering, Accounting & Financial Service and Administration / Human Resources Management.
- (d) Recruitment shall be carried out most efficiently and effectively.
- (e) Emphasis shall be given to the development of team work in the company. Therefore, care shall be taken to recruit an employee having appropriate qualities and aptitude.
- (f) The criteria for screening shall be to determine technical ability and behavioral trait of the individual. The basic policy of recruitment shall be to recruit with total corporate performance in mind
- (g) No discrimination shall be made in respect of sex, caste, creed, locality etc. while implementing the recruitment policy.
- (h) The primary objective of recruitment shall be to provide the company with human resource having high morale and discipline, sound mental and physical health and the requisite qualification.



3.2 Recruitment Guidelines

3.2.1 Invitation of Applications

- (a) Efforts shall be made to ensure adequate number of job applicants having requisite qualification. It may be done through advertisement at least in 02 (two) reputed and well circulated national dailies (one English and one Bengali), company website, e-mail notification etc.
- (b) Such advertisement shall contain all relevant information about the post including :
 - designation
 - pay grade
 - educational qualification
 - age
 - experience
 - nationality
 - marital status
 - service conditions
 - last date for receiving applications
 - two recent passport size photographs
- (c) Applications shall be received only at the Headquarters directly or through post or courier services, e-mail or online.
- (d) All applications received shall be given a scroll number and be immediately acknowledged.

3.2.2 Screening

- (a) The main purpose of the screening process shall be to identify the most suitable candidate (s) for the company. This screening shall be carried out at the following stages for all categories of employees of the company :
 - screening of eligible applications ;
 - screening through written test ;
 - screening through viva-voce and interview ;
 - medical checkup.
- (b) All applications shall be scrutinized in respect of completeness and eligibility. Incomplete applications and those which do not fulfill the qualification criteria shall be rejected.
- (c) Only the concerned committee or the officer authorized shall make screening of applications.



- (d) Written test shall be considered as an important screening device for all positions. Where number of applications received for any position except entry positions is so less that effective screening through viva-voce is possible, written test may not be considered for selection purpose. Only the acceptable applicants shall be allowed to sit for a written test. Appointing authority may follow outsourcing for conducting written test. If written test is conducted by appointing authority (RPCL) then the committee formed for viva-voce mentioned below (sub clause f & g) will conduct the written test.

The marks distribution for written test should be as follows :

- | | |
|-----------------------------------|----------|
| - Analytical ability | 20 marks |
| - Relevant Subject matter | 40 marks |
| - General knowledge | 20 marks |
| - Bengali, English & Power Sector | 20 marks |

100 marks

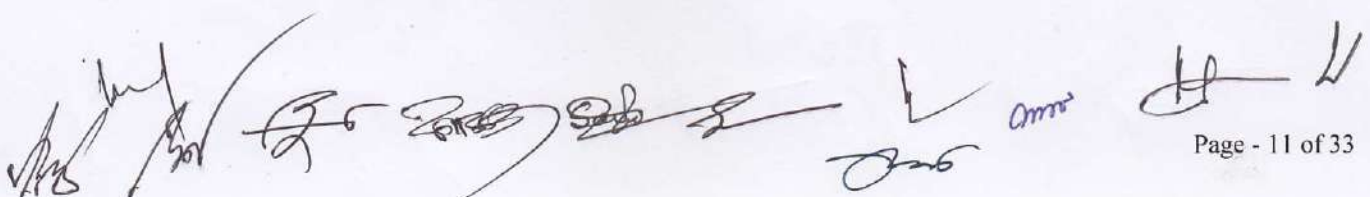
Note : For the posts, Pay Grade 15 to 20 marks distribution and subject may be determined by the selection committee.

- (e) At best 05 (five) applicants securing highest marks in order of merit against each position shall be called for the viva-voce. However, any applicant securing less than 50% (fifty percent) in the written test shall not be invited for the viva-voce.
- (f) 5-7 members viva-voce board for recruitment of officers from the position of Junior Assistant Manager to the General Manager / Chief Engineer or equivalent shall be constituted by the company board where at least one member from Power Division and one outside specialist should be included in the viva board, will distribute marks for the assessment of candidate(s).

Candidates securing less than 60% (sixty percent) marks in viva-voce shall be rejected.

- (g) In case of recruitment of staff (non-officers), 4-5 members viva-voce board shall be constituted by the company board taking at least one member from the Power Division. The viva board will distribute marks for the assessment of candidate(s).

Candidates securing less than 60% (sixty percent) marks in viva-voce shall not be considered eligible for selection.



3.2.3 Preparation of Merit List for Successful Candidates

A list of successful candidates shall be prepared by adding the scores secured in the written test and viva-voce based on the following allocation of marks :

- i) Written Marks (converted into) - 70% (seventy percent)
- ii) Viva-Voce Marks (converted into) - 30% (thirty percent)

Subsequently, a merit list shall be prepared based on merit order among the successful candidates. This merit list shall be valid for 01(one) year.

3.2.4 Appointment of Candidates

- (a) Selected candidates shall be requested to report to the Authorized Medical Officer of the company on a particular date and time for medical check-up.
- (b) Candidates declared fit by the Authorized medical officer shall be issued appointment letters in order of merit to join the company on a particular date(authority may extend the joining time for valid reason) mentioning at least the following conditions :
 - The appointment shall be on probation for a period of 01 (one) year.
 - Provided that the appointing authority may, by an order in writing, extend the period of probation for a maximum period of 06 (six) months **or** terminate his/her service if his/her performance is found unsatisfactory.
 - After successful completion of the period of probation including the extended period (if any) and getting satisfactory police verification report the incumbent will be appointed in the permanent post on contractual basis for a period of 03 (three) years.
 - Every employee shall, before joining in service sign a declaration of fidelity and secrecy in the prescribed form.

3.3 Promotion Policies and Guidelines

3.3.1 Objectives of the Policy

The main objectives of promotion policy of the company shall be -

- (a) To ensure the promotion at competent personnel.
- (b) To create an internal environment for high morale and good performance of employees.
- (c) To create a sense of belongingness among the employees.
- (d) To have a stable, high quality and continuously improving workforce.



3.3.2 Scope of the Policy


This policy shall apply to all employees up to the level of Chief Engineer or equivalent.

3.3.3 Strategies of the Policy

- (a) Promotion shall be made keeping the long-term organizational and individual goal in view.
- (b) Promotion in the company shall be fair and free from any influence and biases.
- (c) The main purpose of promotion shall be to ensure the employee motivation to continue to make persistent efforts to improve them.
- (d) Promotion shall be administered against a vacancy with due consideration to the terms and conditions envisaged in the service rules.
- (e) Promotion in the company shall be given without any discrimination based on sex, caste, creed, locality etc.
- (f) Promotion to any post shall be on the basis of merit cum seniority.
- (g) Company should prepare seniority list which will be approved by the competent authority. Cadre wise seniority list of all employees shall be kept by the company. The promotion of employees should be considered only on cadre basis.

3.3.4 Guidelines of Promotion

- (a) Promotion of all employees shall be subject to the fulfillment of required period of service as stipulated in the Schedule of Recruitment and Promotion and the rating of Performance Appraisal.
- (b) Promotion to the post of Assistant Manager and equivalent shall be subject to the fulfillment of conditions stipulated in the Schedule of Recruitment and Promotion and the rating of the Performance Appraisal.
- (c) Each and every promotion shall be judged through an interview. The company board shall approve the Interview board / committee for promotion.

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CHAPTER – IV

4.0 General Conditions of Service

4.1 Certain Pre-Conditions of Service

- (a) Unless in any case it is otherwise distinctly provided, the whole time of an employee shall be at the disposal of the Company and he/she may be employed in any manner in any place required by the Company.
- (b) Two or more employees shall not be appointed on a substantive basis to the same post at the same time.
- (c) An employee shall not be appointed to two or more posts at the same time.
- (d) Considering the technical nature of the company and employee motivation, career path needs to be established.
- (e) In case of promotion and direct appointment (One step higher position, applying through proper channel) of a contractual employee of the company to the higher post, his/her previous length of service shall be counted as continuous service for calculating the Leave, Contributory Provident Fund (CPF), Gratuity or any other benefits admissible under the rules of the company.

4.2. Deputation for Foreign Training / Visits

An employee may be allowed to visit overseas countries with the approval of the Managing Director in the case of all officers & staff up to the level of Chief Engineer/General Manager and with the approval of Board of Directors in the case of Managing Director / Executive Director for training, seminar, workshop, study, medical treatment, contract negotiation, witnessing, testing, inspection, on leave or for any other purpose whether official or private.

4.3 Transfer

An employee may be transferred from one post to another or from one jurisdiction to another jurisdiction of the Company. The transfer activities will be done following the approved Transfer Policy of the Company.

4.4 Pay and Allowances

An employee shall draw the pay and allowances attached to the post with effect from the date he/she assumes the duties of that post and shall cease to draw the pay and allowances as soon as he/she ceases to discharge his/her duties.

Note: In this rules, "date" means the forenoon of the day in question, for example, if charge is assumed or transferred before noon of a day, it shall take effect from that day and if charge is assumed or transferred in the afternoon, it shall take effect from the following day.



4.5 Criteria of Service Contract Renewal and Promotion :

- (a) The appointment / contract may be reviewed at the end of each contract by the competent authority. Service contract may be extended for 03 (three) years on the basis of satisfactory service record, result and average performance appraisal rating minimum 60 % (sixty percent) in the last 03 (three) consecutive years of the employee.
- (b) Criteria of promotion of employees are laid down in the guidelines of promotion and the Schedule of Recruitment and Promotion.

4.6 Pay

An employee while on duty shall draw the pay approved by the Company Board for his/her post, as fixed from time to time.

4.7 Initial Pay

- (a) The initial pay of an employee on first appointment shall be the grade of pay of the new post to which he/she is appointed.
- (b) The initial pay of an employee appointed on promotion shall be fixed at the stage of the grade of pay of the new post which is next above his/her basic pay including personal pay of the old post.

Provided that if an employee has previously worked in the same post, or a contractual post on the same grade of pay, the initial pay shall not be less than the basic pay which he/she earned on the last month, and he/she shall count for an increment for the period during which he/she drew that pay on last month of before.

4.8 Annual Increment/Pay Raise

- (a) Annual increment / Pay raise shall be based on the rating of the Annual Performance Appraisal. Provided that the employee who achieves at least 60% (sixty percent) marks in Annual Performance Appraisal will get increment as per approved rate, unless it is withheld or forfeited by the Competent Authority for inefficiency or punishment.
- (b) The conditions under which the service count for an increment to the grade of Pay of the post held by an employee are as follows :
 - i. duty in the post ;
 - ii. service in another post, whether in substantive or officiating capacity or on deputation ;
 - iii. leave other than an Extraordinary Leave ;
 - iv. If an employee after officiating in a higher post is reverted to a lower post, the period of service in the higher post shall count for increment in the lower post ; and
 - v. when 02(two) posts are on identical grades of pay, it should be held that the duties and responsibilities of the posts are not very different in nature irrespective of the fact whether the pay of the posts is borne in the permanent organizational setup or is paid from contingency and the duty rendered in any such post shall be allowed to count towards an increment.

- (c) An employee may, in the case of first appointment in recognition of special qualification or experience and in other cases, in recognition of outstanding performance or merit, be granted one or more advance increments in a grade of pay, by the competent authority.
- (d) No additional allowance shall be allowed for holding the charge of a superior post which has never been filled up through an appointment.
- (e) For holding additional charge of another post, the employee shall draw the pay of his/her own post plus an additional allowance as per clause 6.6.

4.9 Joining Time

Joining time may be granted to an employee -

to join a new post to which he/she is appointed on transfer or on promotion while on duty in his/her old post or to join a new post on return from leave, other than Extraordinary Leave without pay.

4.10 Pay during Joining Time

- (a) Joining time shall be regarded as on duty during joining time and shall be entitled to the pay of his/her old post.
- (b) An employee, who does not join his/her post within his joining time, shall not be entitled to any pay or leave salary on the expiry of joining time.

4.11 Period of Joining Time

- (a) The joining time admissible to an employee whose transfer does not involve a change of residence from one station to another is one day only, a holiday counting as a day for this purpose, provided if there be more than one holiday, he/she should joined immediately after the holiday.
- (b) In the case of transfer involving a change of residence from one station to another, a period of 07 (seven) days shall be allowed for shifting (including holiday, if any).
- (c) Travel by road not exceeding 05 (five) miles to or from a railway or steamer station at the beginning of the journey shall not count for joining time.
- (d) The Appointing Authority may, in the exigency of service, curtail or in any special cases extend the period of joining time admissible under this rule.

4.12 Leave on Transit

If an employee takes leave while on transit from one post to another, the period which has elapsed since he/she handed over the charge of his/her old post shall be included in his/her leave, unless the leave is taken on medical ground subsequently have to submit medical certificate. In that case, he/she may be allowed joining time in addition to leave.

4.13 Liveries

Employees shall be provided with 02(two) sets of uniforms/ dresses every year free of cost by the Company. Under the provision, an officer shall be entitled to two sets of shirts and pants, a pair of shoes and a tie every year. A security supervisor/ security guard shall be entitled to two sets of pants and shirts, one belt, one cap, one pair of boots, a rain coat and a whistle in every year while a member of technical staff such as electrician, plumber, welder, painter, helper shall get two sets of pants and shirts, one pair of shoes/gum boots and a rain coat appropriate of his/her nature of job. The drivers, messenger, caretaker, office attendant, gardeners, cook etc, shall be provided with two sets of pants and shirts, one pair of shoes and a rain coat / umbrella in a calendar year.

For female employees dress/uniform shall be provided as per decision of Management.

Employees will be entitled to get winter cloth in every 03 (three) years.

In addition to the above, officers and employees who are working in the Power Plant, shall be provided 02 (two) sets of working dress, one pair of safety shoes, a safety helmet, ear muffler, safety goggles, safety gloves in every year.

4.14 Washing Facilities

Employees who are entitled to receive liveries shall be provided washing allowance every month as per rate approved by the Company Board from time to time.

4.15 Income Tax

An employee shall pay income tax on his/her taxable income. Company shall deduct the income tax payable by him/her at source as per the Government rules and pay the same to the Government exchequer.

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CHAPTER-V

5.0 Leave

Unless otherwise stated, leave of an employee shall be governed by the provisions laid down in this chapter.

5.1 Types of Leave

- | | |
|--------------------------|------------------------------|
| (a) Earned Leave | (e) Special Disability Leave |
| (b) Casual Leave | (f) Ex-Bangladesh Leave |
| (c) Maternity Leave | (g) Quarantine Leave |
| (d) Extra-ordinary Leave | (h) Medical Leave |

5.2 Leave Procedure

- (a) Leave account of every employee shall be maintained as per the rules and procedures of the company as laid down in this chapter.
- (b) All applications for leave shall be submitted to the competent authority in the prescribed form.
- (c) All types of leave to be enjoyed by the employee up to the level of Executive Director shall be approved by the Managing Director or by his/her delegated officials but in case of leaves for Managing Director, Chairman of the Board will approve the leave.

5.3 General Conditions

- (a) An incumbent shall be entitled to enjoy the leave admissible under the rule provided such leave is due to his/ her credit. An employee shall obtain the information regarding the status of his / her leave in the account from the HR department.
- (b) Any leave prayer may be rejected or the time and period of leave may be rearranged and granted for the interest of the company.
- (c) An employee shall not overstay without the prior approval of the competent authority after proceeding on leave.
- (d) If an employee fails to attend his/ her duty due to illness, the competent authority shall be informed of such illness either on the same day or on the next immediate day. If the period of absence due to illness exceeds 03 (three) days, the incumbent shall provide the medical certificate for the period of absence.
- (e) An employee may be recalled from leave to duty before the expiry of his/ her leave if the exigencies of service so warrants.
- (f) If an employee remains absent for more than 15 (fifteen) days without any permission, it shall be treated as misconduct.
- (g) Leave is a privilege, it cannot be claimed as a matter of right.

5.4 Earned Leave


- (a) **Full Average Pay :** Leave on full average pay shall be earned at the rate of $1/11^{\text{th}}$ of the period spent on duty and the maximum that may be accumulated shall be of 06 (Six) months at a time. But in case of refusal of earned leave, such rule shall not apply. The refused leave shall be added to the accumulated leave but encashment of 100% refused earned leave shall be admissible under this rule. The amount of leave on full average pay that may be taken at a time shall not exceed 60(sixty) days.
- (b) **Half Average Pay :** Leave on half average pay shall be earned by an employee at the rate of $1/12^{\text{th}}$ of the period spent on duty and accumulation of such leave shall be without limit. It shall be permissible to convert leave so allowed into leave on full pay on submission of medical certificate up to a maximum period of 12(twelve) months exclusive of the encashment of the leave as mentioned in clause (a) above.
- (c) **Encashment:** The un-availed earned leave referred to clauses (a) & (b) above may be en-cashed at the rate of last basic pay of the employee at the time of retirement or at the time of separation from the service with the company.

5.5 Causal Leave

- (a) An employee shall be granted 20 (twenty) days of casual leave in each calendar year. Such leave may be availed by an employee with the approval of the competent authority. Casual leave shall be changed if the Government order is changed.
- (b) Casual leave cannot be enjoyed for more than 10 (ten) days at a stretch.
- (c) Casual leave shall not be enjoyed between leaves. However it can either be prefixed or suffixed.
- (d) Casual leave cannot be carried forward to the next calendar year.

5.6 Maternity Leave

- (a) A female employee shall be entitled to maternity leave for a period of 06 (six) months which is not debitable to the leave account.
- (b) A female employee shall not be entitled to such leave, if the request for granting the leave is not suggested by a registered medical practitioner or retainer doctor appointed by the company.
- (c) A female employee of the company shall be entitled to maternity benefit up to 02 (two) surviving children.

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5.7 Extra-ordinary Leave without Pay

- (a) An extra-ordinary leave without pay may be granted when an employee does not have any leave to his credit but when the employee concerned applies in writing for the grant of such leave.
- (b) The period of an extra-ordinary leave without pay, shall not be more than 03 (three) months at a time but such period may be extended under the following conditions :
 - i. When the employee is under medical treatment ;
 - ii. When the competent authority is satisfied that, the said employee is unable to attend his/ her duties due to unavoidable circumstances ;
 - iii. When the competent authority may convert the period of absence without leave into extra-ordinary leave with retrospective effect ;
 - iv. The competent authority of the company may approve study leave for an employee for not more than 02 (two) years without pay.

5.8 Special Disability Leave

- (a) Special disability leave may be granted by the competent authority to an employee who is disabled by an injury received in the course of employment and out of employment.

Provided that an employee shall be granted leave for accidental injury arising out of and in the course of employment for such a period as it incapacitates him/her to attend the duty subject to the submission medical certificate.

- (b) Special disability leave shall not be granted unless disability is manifested itself within 03(three) months of the occurrence to which it is attributable and the person disabled acts with due promptitude in bringing it to the notice of the competent authority.
- (c) The leave may be granted for the period as recommended by the doctor appointed for this purpose. Such leave shall not be extended without the certification of the doctor. The period of this leave will be 12(twelve) months but for extra-ordinary cases up to 24(twenty four) months.
- (d) Special disability leave may be combined with leave of any other kinds.
- (e) Special disability leave may be granted more than once if the disability is aggravated or reproduced in similar circumstances at a later date but more than 24(twenty four) months of such leave shall be granted in consequence of any one disability.
- (f) Special disability leave shall be treated as on duty and shall not be debited against the leave account.
- (g) An employee shall be entitled to full average pay as leave salary during special disability period.

5.9 Ex-Bangladesh Leave

An employee may be allowed Ex-Bangladesh leave for purposes of pilgrimage, treatment, meeting or visiting close family members, study, outside Bangladesh. In such cases, the maximum leave allowed shall not exceed 60 (sixty) days in a calendar year and shall be debited from earned leave or shall be counted as extra-ordinary leave without pay. This leave up to Executive Directors shall be granted by the Managing Director and for the Managing Director by the Chairman of the Board.

5.10 Quarantine Leave

Quarantine Leave is the leave of absence from duty necessitated by the order not to attend the office in consequence of the occurrence of the infectious diseases in the family / household of an employee. Such leave may be granted by the head of the office on the certificate of a medical or a public health officer for a period not exceeding 21 (twenty one) days or in exceptional circumstances, 30 (thirty) days. Any leave necessary for quarantine purposes in excess of this period shall be treated as ordinary leave. Quarantine leave may also be granted where necessary, in continuation of other leave subject to the maximum amount of admissible under this rule. An employee on quarantine leave shall treat as on duty during the leave.

5.11 Medical Leave

- (a) Medical leave may be granted by the competent authority to an employee on acceptable medical ground. The leave may be granted for the period as recommended by the doctor appointed for this purpose. Such leave shall not be extended without the certification of the doctor. The period of this leave will be maximum 03 (three) months.
- (b) Medical leave may be combined with leave of any other kinds.
- (c) Medical leave shall be treated as on duty and shall not be debited against the leave account.
- (d) An employee shall be entitled to full average pay as leave salary during special disability period.

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CHAPTER – VI

6.0 Honorarium, Bonus, Allowances and Benefits

6.1 Honorarium

- (a) The Board may grant an honorarium to an employee for work performed which is not included in his/her job description and occasional in character and either so laborious or of such special merit as to justify a special reward.
- (b) The Board may, on a casual or intermittent basis and under such conditions as it may prescribe, allow any of the employees, in individual cases or class of cases, to provide service to another organization at a fee prescribed by the appointing authority for work done or service rendered by him/her to such department or organization. A portion of the fee as decided by the appointing authority shall be paid to the concerned employee or employees.

6.2 Bonus

- (a) An employee shall be entitled, 02 (two) festival bonuses equivalent to 02 (two) months basic salary in a year.
- (b) The Board, in relation to a fiscal year, may provide performance incentive bonus to an employee at such rates and on such conditions as it may deem fit subject to the achievement of Key Performance Indicator (KPI) target. The government (KPI Committee) shall set and evaluate the KPI target and accordingly will approve the incentive bonus for the company.
- (c) An employee shall be entitled, 'Bangla New Year' Allowance once in a year at the rate of 20% (twenty percent) of last month basic pay drawn by the employee.
- (d) Employees shall be entitled to get profit bonus as per Board decision.

6.3 Overtime Allowance

Overtime shall be discouraged in principle. It shall be avoided where there is a shift operation. However, where manpower is less than the setup and/or in the event of emergency, overtime work may be allowed if the concerned controlling officer orders to do so. The total hours of overtime shall not exceed 08 (eight) hours in a week. Overtime allowance will be paid at single rate (single rate = present basic/240 hours). No overtime allowance shall be allowed, if an employee draws daily allowance for that period.

6.4 Shift Duty Allowance

When an employee (both the officer and the staff) is required to work regularly on rotating shifts, he/she shall be allowed the shift duty allowance at the rate of 15% (fifteen percent) of the basic pay during the period of shift duty.

6.5 Power Plant Allowance

When an employee will be posted in the power plant for the interest of the company, he/she shall be allowed 25% (twenty five percent) of the basic pay, as the power plant allowance during the period of his/her duty in the power plant.

6.6 Charge Allowance for Combination of Appointment

When an employee is assigned to perform duties of another post, in addition to his/her own duties, he/she may be allowed an additional allowance on the following terms and conditions, namely -

- (a) there shall be a formal order of the Competent Authority for holding the additional post ;
- (b) no additional allowance shall be allowed for holding an inferior post;
- (c) no additional allowance shall be allowed when the period of dual charge is less than 03 (three) weeks or more than 12 (twelve) months;
- (d) no additional allowance shall be allowed for holding the charge of a superior post which has never been filled up by appointment ; and
- (e) for holding additional charge of another post (Executive Engineer or equivalent and above), the employee shall draw the pay of his/her own post plus an additional 10% (but not exceeding Tk. 5000) of his/her basic pay as charge allowance.

6.7 Travel & Daily Allowance (TA/DA)

An employee shall draw travel and daily allowance (per diem) as per approved TA/DA Rules of the Company (Appendix-B).

6.8 Medical Benefit / Allowance

An employee shall be allowed medical allowances / benefits as per approved Medical Allowance / Benefit Rules of the Company (Appendix-C).

6.9 Fringe Benefits

An employee shall be entitled to get fringe benefits as per approved Fringe Benefit Rules of the Company (Appendix-D).

CHAPTER – VII

7.0 General Conduct and Discipline

7.1 Fidelity and Secrecy

- (a) Every employee shall maintain strict secrecy regarding the affairs of the company and shall not communicate directly or indirectly to any person, the information which has come into his/her possession in the course of his/her duties whether from official sources or otherwise, unless he/she is required to do so by law or directed by a superior officer in the discharge of his/her duties.
- (b) Every employee shall before joining service, sign declaration of fidelity and secrecy in the prescribed form.

7.2 Conduct and Discipline

- (a) Every employee shall -
 - i. Conform to and abide by these rules ;
 - ii. Remain aligned to the company vision, mission, policies and goals ;
 - iii. Demonstrate and participate in the process and show commitment through performance ;
 - iv. Observe, comply with and obey all orders and directions which may, from time to time, be given by the Company and any person or persons under whose jurisdiction, superintendence or control he/she may be ;
 - v. Serve the Company and discharge his/her assigned duties faithfully, honestly and diligently ;
 - vi. Use his/her utmost endeavor to promote the interests of the Company ;
 - vii. Observe proper decorum, attend office / duty wearing uniform, use safety dresses and show courtesy in all matters to all concerned and the members of the public ; and
 - viii. Maintain strict secrecy regarding the affairs of the Company.
- (b) No employee shall -
 - i. Associate himself/herself with any political organization, front organization of political parties or otherwise take active part in politics or any political demonstration ;
 - ii. Absent himself/herself from duties, or leave his/her station without obtaining permission from his/her controlling officer ;

- iii. Make any public statement through media such as press, radio or television or e-mail or internet or web-site, unless specifically authorized to do so by the Company excepting on Company's day to day routine matters ;
- iv. Accept or seek any other employment or office or part-time work, whether on payment, stipendiary or honorary, without previous sanction of the appointing authority ;
- v. Engage in any trade or business without specific approval of the appointing authority ;
- vi. Indulge in parochialism, favoritism, victimization, willful abuse of office, seizure (Gherao) of office or any officer or coercion to officer/staff in a body or individually.

Notwithstanding anything contained in clause (v) and (vi) of the above sub-rule, an employee may undertake occasional work of a purely professional, literary or artistic nature provided such work does not cause any embarrassment to the company.

- (c) No employee or member of his/her family shall -
 - i. Accept any gift or concession from any employee or person having or likely to have dealing with the company; and
 - ii. Lend money to or borrow money from, or place himself/herself under any pecuniary obligation to any person or firm having or likely to have dealings with the company.
- (d) No employee shall be a member, office bearer or representative of any association or union other than a philanthropic, religious, social or professional organization unless such association or union is organized for the welfare and safeguard of the interest of the employees under the terms and conditions of the company rules and regulations in force.

7.3 Punishment and Appeal

Grounds for penalty- where an employee :

- (a) is guilty of negligence to his/her duties ; or
- (b) is inefficient or has ceased to be efficient ; or
- (c) is guilty of misconduct ; or
- (d) is corrupt or may reasonably be considered corrupt because-
 - i. He/she is or any of his/her dependants or any other persons through him/her or on his/her behalf is in possession of wealth which is disproportionate to his/her known source of income ; or
 - ii. He/she has assumed a style of living beyond his/her ostensible means.

The authority may impose on him one or more penalties specified in clause 7.4 of this chapter.

7.4 Penalties

- (a) There shall be the following penalties, namely : -
- i. Censure ;
 - ii. Withholding, for a specified period, of increment or promotion ;
 - iii. Recovery from pay of the whole or part of any loss caused to the company by the negligence or any other misconduct of the employee ;
 - iv. Removal from service ; and
 - v. Dismissal from service.
- (b) Removal from service does not, but dismissal from service does, disqualify from future employment in the company.

7.5 Power to Impose Penalty

The power to impose penalty upon an employee shall vest in the authority, competent to make appointment to the post or a delegated authority, which is held by the employee in the company.

7.6 Suspension

- (a) An employee may be placed under suspension, pending inquiry, for any offence. The power of suspending of an employee shall normally vest in the Appointing authority or a delegated authority. But the Controlling officer may also exercise this power with the approval of the Appointing authority.

Provided that the authority may, if it considers more expedient instead of placing such employee under suspension, by order in writing require him/her to proceed on such a leave as may be admissible to him/her from such a date as may be specified in the order.

- (b) During the period of suspension, an employee shall be entitled to a subsistence allowance at the rate of one-half of his/her basic pay. However, he/she shall be entitled to get all other allowances admissible under the rule in full. An employee shall not, while under suspension, leave the headquarters without prior permission of the authority.
- (c) An employee committed to prison on a criminal charge, should be considered under suspension from the date of arrest and should be allowed the subsistence allowances until the termination of proceedings against him/her.

7.7 Inquiry Procedure in Cases of Negligence, Inefficiency, Misconduct and Corruption

- (a) When an employee is to be proceeded against under clause 7.3 of (a) or (b) or (c) or (d) under "punishment and appeal", he/she shall be called upon to submit explanation in writing to the authority within 10(ten) days for the alleged offence.

- (b) When the explanation of the employee is not found satisfactory, the authority shall frame a charge against him/her.
- (c) The competent authority shall constitute a committee consisting of 03(three) officers senior in rank to the accused to conduct the inquiry who/which shall submit a report after giving the employee a personal hearing if so desired by him/her within 02 (two) weeks (may be extended if so required) from the date of its constitution.
- (d) The competent authority shall consider the written statement submitted by the employee in his/her defense, the report of the Inquiry Committee and other circumstances. if any, and impose such penalty as it may deem proper in the circumstances of the case.

The decision of the authority shall be communicated by an order in writing to the employee concerned. The proceedings under this rule shall be completed within 04(four) months from the date of framing charge against an employee.

7.8 Procedure for Disposal of a Case, where an Employee has been convicted by a Court of Law

- (a) When an employee is convicted by a court of law on charge of a criminal offence, the competent authority may dismiss or remove him/her from the service of the company or impose any other penalty upon him/her without following the inquiry procedure or may not impose any penalty, if the Appointing Authority decides that the offence for which he/she is convicted is not liable to disciplinary action under these rules.
- (b) Any penalty imposed upon an employee shall take effect from the date of communication of the order of imposition of the penalty to the employee and not from the date of his/her conviction or suspension.

7.9 Summary Proceedings

- (a) An employee found guilty of -
 - i. Habitual late attendance ;
 - ii. Leaving place of duty without permission ;
 - iii. Willful misrepresentation or suppression of fact ;
 - iv. Misbehavior with other employees or members of the public ;
 - v. Unnecessary delay in disposal of files and records ;
 - vi. Seizure, Coercion to any office or officer ;

shall be called upon to submit explanation to the authority within 07 (seven) days as to why disciplinary action shall not be taken against him/her for the alleged offence.

- (b) If the competent authority is, on such an inquiry, satisfied that the employee is guilty of any of the offences mentioned in above, shall impose upon him/her such penalty as specified in 7.4 (a) & (b) of the "Penalty Clause".

7.10 Appeal

- (a) An employee shall have the right to appeal once only against an order imposing any penalty specified in clause 7.4 (a) & (b) of this chapter except censure, to the authority next superior to the authority imposing the penalty, and where the penalty is imposed by an order of the Board of Directors, there shall ordinarily lie no appeal but the Board of Directors may review its own order suo moto or on receipt of representation from the employee concerned.
- (b) Every appeal shall comply with the following requirements, namely :
 - i. It shall contain all material statements and grounds relied upon and shall be completed in all respects ;
 - ii. It shall specify the relief desired ;
 - iii. It shall be submitted through proper channel ;
 - iv. It shall not be couched in improper language ; and
 - v. It shall be submitted within 30 (thirty) days from the date of receipt of the order of penalty.
- (c) An appeal may be withheld by the authority imposing the penalty, if-
 - i. it does not comply with the requirements of Appeal ;
 - ii. it deals with matters, which are not relevant to the case ;
 - iii. it is found to be a repetition of appeal withheld or rejected before by the appointing authority unless it discloses any new point or circumstances which afford grounds for reconsideration ; or
 - iv. it is addressed to an authority to which no appeal lies under this rule.
- (d) In every case in which an appeal is withheld, the appellant shall be informed of the fact and the reasons thereof.

Provided that an appeal withheld under 7.10(c) may be re-submitted at any time within 30 (thirty) days from the date on which the appellant has been informed of withholding of the appeal in a form, which compiles, with the provisions of appeal requirement mentioned in Clause 7.10(b).
- (e) The appellate authority shall examine -
 - i. Whether the facts on which the order of penalty is based have been established ; and
 - ii. Whether the penalty is adequate, inadequate or excessive and after such examination shall pass such order as it considers proper.
- (f) An appellate authority may call for the records of any case including an appeal withheld by an authority subordinate to it and may pass such orders thereon as it considers fit under the provisions of these rules.

- (g) Nothing in these rules shall preclude the Company Board from revising, whether on its own motion or otherwise any order passed by an authority subordinate to it in exercise of powers conferred on such authority by these rules.

7.11 Reinstatement

When an employee who was dismissed, removed or suspended is reinstated, the punishing or appellate authority may grant him/her for the period of his/her absence from duty :

- (a) If he/she is honorably acquitted of the charge against him/her and is reinstated with retrospective effect, the full pay to which he/she would have been entitled had he/she not been dismissed, removed or suspended ; or
- (b) If otherwise, such leave with full pay or with half-pay or without pay as the punishing or appellate authority may prescribe.

Explanation- Except in case of leave without pay, the subsistence allowance, if any paid to an employee during suspension shall be recovered from his/her salary on reinstatement.

7.12 Bar to Resign or Retire by Employees under Suspension

An employee under suspension or prosecution on charge of offences under these rules shall not resign or retire at his/her own option from service until the case is finalized.

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CHAPTER – VIII

8.0 Service Record

- (a) A record of service of each employee shall be maintained separately in the form prescribed by the company and the company shall preserve the specific service record.
- (b) An employee shall be allowed to go through his/her service record once in a year in presence of an authorized officer and he/she shall sign with date in that service record stating that matters endorsed in the service record is true and complete.
- (c) If an employee finds any omission or error in the service record, he/she shall communicate the matter in writing for correction to the officer having the authority within 15 (fifteen) days.

CHAPTER - IX

9.0 Retirement, Termination and Resignation

9.1 Retirement

- (a) i. Normal retirement from service is mandatory upon the employee's on their attainment of 60 (sixty) years of age except Executive Director and above.
- (a) ii. The board of Directors may extend the retirement age of any senior level officer up to 62 (Sixty two) years, if his/her service is deemed to be necessary for the betterment of the company.
- (a) iii. The Executive Director(s) and Managing Director shall retire from service on their attainment of 62 (sixty two) years of age but the competent authority may extend their service up to the age of 65 (sixty five) years in the interest of the company.
- (b) If any judicial proceedings instituted by the Company or any departmental proceedings are pending against an employee at the time of his/her retirement or as the case may be, ceasing to be in service, he/she shall not be entitled to any retirement benefits, except his own contribution to any fund and the interest thereon, till the end of such proceedings and the payment of any retirement benefit to him/her shall be subject to the findings of such proceedings. The proceeding shall be completed within the time schedule mentioned in relevant section of the rules.
- (c) While paying retirement benefits, advances / loans if any due shall be adjusted.

9.2 Resignation

- (a) Unless otherwise provided in the terms of employment or of any bond executed by an employee, a contractual employee (officer & staff) may resign from the service after giving 02 (two) months' notice in writing or refunding 02(two) months' basic pay in lieu of such notice or for the period by which such notice falls short of 02 (two) months and after repaying the dues of the Company if any.
- (b) An employee on probation may resign from the Company after giving 01 (one) month's notice in writing or refunding 01(one) month's pay in lieu of such notice or for the period by which the notice falls short of 01(one) month and after repaying the dues of the Company, if any.

9.3 Termination

- (a) The competent authority may terminate the service of an employee (officer) on contractual basis by giving 03 (three) months' notice or by paying an amount equivalent to 03 (three) months basic pay **and** 01 (one) month's notice in case of probationer **or** by paying an amount equivalent to 01 (one) month's basic pay as the case may be without assigning any reason whatsoever.
- (b) The competent authority may terminate the service of a contractual employee (staff) as per labour law by giving 04 (four) months' notice or by paying an amount equivalent to 04 (four) months basic pay **and** 01 (one) month's notice in case of probationer or by paying 01 (one) month's wages/salary as the case may be without assigning any reason whatsoever.

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CHAPTER - X

10.0 Miscellaneous

10.1 Gratuity

An employee will get gratuity as per approved Gratuity Rules of the Company (Appendix-E).

10.2 Contributory Provident Fund (CPF)

An employee shall be allowed to get Contributory Provident Fund (CPF) benefits as per approved CPF Rules of the Company (Appendix-F).

10.3 Amendment of the Rule

This Service Rule is subject to changes, modifications and amendments with the changes of need and time. All proposed changes affecting benefits and working conditions may be reviewed and ratified by the Board of Directors of the Company as and when need arises.

10.4 Removal of Ambiguity

In the event of any ambiguity on any issue under the Rules or issues not covered in this Service Rules shall be resolved and determined by the Board of Directors of the company on case to case basis and the decision of the Board of Directors in this regard shall be final and conclusive.

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LEAVE APPLICATION FORM**PART-A (To be filled by the Applicant)**

i. Name _____ ii. Designation: _____

iii. Employee ID : _____ iv. Department : _____ v. Work Station : _____

vi. Employee Status:

Probationer	Contractual	Others
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vii. Type of Leave (Please Tick):

Earned Leave	Casual Leave	Maternity Leave	Extraordinary Leave	Special Disability Leave	Ex-Bangladesh Leave	Quarantine Leave	Medical Leave
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viii. Leave Applied: Total Days _____, Commencement date _____ End date _____

ix. Contact during Leave: Telephone No.: _____ E-mail: _____

Address: _____

Sign. of Applicant**PART-B (To be filled by HR Department)**

Types of leave	Earned Leave	Casual Leave	Maternity Leave	Extraordinary Leave	Special Disability Leave	Ex-Bangladesh Leave	Quarantine Leave	Medical Leave
Due								
Availed								
Balance								
Last leave taken on (date & days):								

Sign. of Authorized HR Officials**PART-C (To be filled by HoD/Controlling Officer)**

x. Leave recommended (Please Tick):

Yes

No

xi. If not recommended, reasons for not recommending : _____

Sign of HoD/Controlling Officer_____
Sign of Approving Authority**PART-D (Pay Roll/MIS/ERP)**

Leave Notification copies to be sent to payroll sections, employee and employee's concerned department.

Note: Despite the approval of leave by the approver, no employee shall proceed on leave until the issuance of leave notification from HR. HR shall maintain "Leave Record" for each employee entailing full record of leave transaction.