

**napa**

For Review and approval by the Board in June 2022

**SERVICE RULES  
HUMAN RESOURCE DEPARTMENT**

**Approved by the Board  
In the 82 Meeting held on July 15, 2022  
Reference Agenda Item # 2.3**



**National Academy of Performing Arts**

A Company set up under section 42 of the Companies Ordinance, 1984

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## **EMPLOYEE CODE OF CONDUCT HANDBOOK ACKNOWLEDGEMENT FORM**

The Employees Code of Conduct Handbook hereinafter “Handbook” describes important information about National Academy of Performing Arts (NAPA) hereinafter “The Company”, I understand that I should consult the Human Resource or my immediate supervisor regarding any questions not answered in the Handbook.

Since the information, policies and benefits described in the Handbook are necessarily subject to change, I acknowledge that revisions to the Handbook may occur. I understand that revisions in any new handbook will supersede all prior handbooks and may modify or eliminate existing policies/information.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment, unless the Company and I have executed an Employment Agreement. Accordingly, either I or the Company can terminate the relationship “at-will”, with or without cause, at any time, unless I have executed an Employment Agreement, in which case the nature to employment is set forth therein.

I have received the Handbook. I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made thereto.

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EMPLOYEE SIGNATURE      DATE

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EMPLOYEE NAME (Please use Capital Letter)

CNIC#

## **TO ALL COMPANY EMPLOYEES:**

Please review it and sign the attached acknowledgment for reading and understanding the service rules. If you need any clarification please contact the Human Resource (HR) Department. Copy of the service rules is available with HR free of cost for the first time. However, cost will be charged for additional copy. In case you do not wish to keep a copy, please return the service rules to the HR department.

### **1. INTRODUCTION**

These Service Rules contain all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Service Rules are designed to provide information about working conditions, employee benefits, and some of the policies affecting employment. Employees should read, understand, and comply with all provisions of the service rules. It describes responsibilities as an employee and outlines the programmes developed by NAPA to benefit them. No service rule can anticipate every circumstance or question about policy. As NAPA continues to grow, over the time, need may arise and NAPA reserves the right to revise, supplement, or rescind, any policies or portion of the service rules from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the service rules (before they are enforced) as they occur.

#### **a) Nature of Employment**

Employment with NAPA is voluntarily entered into and is —at-will, which means that the employee is free to resign. Similarly, NAPA may terminate the employment relationship at any time. Termination of employment by either side will be subject to employment contract.

#### **b) Employee Relations**

NAPA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to communicate directly to their supervisors. Experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. Management is committed respond to the concerns of employees effectively.

## **2. JOINING THE ORGANIZATION**

### **a) Employment Categories**

NAPA is dependent on the grant and its commitment to th employees are subject to continuity of Grant. Since NAPA receives the Grant Budget on Annual basis, therefore, employment contracts will be issued for 11 months. Subject to availability of grant for the ensuing year, new employment contract will be issued based on need and availability of Funds. It is the intent of NAPA to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. Accordingly, the right to terminate the employment relationship subject to term of employment, at any time, is retained by both the employee and NAPA. Broadly, NAPA has four employment categories.

1. Management ( M-1 to M-4)
2. Non-Management (NM1 TO NM3)
3. Full time Faculty (F-1 to F-4)
4. Visiting Faculty (VF-1 to VF-4)

## 1. Management

It includes employees who are part of the administration and may also engage in academic processes. Generally, they are eligible for NAPA's employees benefit package, subject to the terms, conditions and limitations of each benefit program. The management has three sub-categories which are as under:

- I) Senior Management (M1)
- II) Middle Management (M2)
- III) Supervisor (M3)
- IV) Lower Management (M4)

- I) **Senior Management (M1):** Includes Heads of Departments (HoDs) and all such personnel who report directly to the CEO. Special allowance in lieu of Car is given to M1 personnel who are not entitled for a company maintained car.
- II) **Middle Management (M2):** Includes Line Managers and they report directly to the HoDs. M2 employees are entitled for the conveyance allowance for work after 10.00 p.m. on week days. In case if worked on holidays for 4 hours or more, one day basic salary is paid, in addition to this conveyance allowance and food allowance. They may also be rehearsing or teaching, besides fulfilling their administrative responsibility.
- III) **Supervisor & Lower Management (M3 & M4):** Includes staff and they report directly to the Line Managers or their respective supervisors. Lower Management employees are entitled to overtime pay at the rate of 1.50 times of their per hours basic salary for week days and at the rate of 2.0 times of the per hour rate of their basic salary if work on holidays. In addition to this, conveyance allowance is also paid if an employee work after 10.00 p.m. on week days and conveyance and food allowance is paid on holiday if worked for 4 hours or more.

## 2. Full time Faculty

It includes employees who are hired as full time faculty and are require working 40 hours per week for the teaching & administrative purposes by the academy. The faculty has four sub-categories which are as under:

- I) Head of Department (F1)
- II) Sub-Department Head/Manager (F2)
- III) Senior Faculty (F3)
- IV) Faculty (F4)

- I) **Permanent Faculty (F1):** Permanent Faculty members are eligible for NAPA's employees benefit package, subject to terms, conditions, and limitations of each benefit program. The permanent faculty is required to spend minimum 40 hours per week in the academy.

- II) **Sub-Department Head/Manager (F2):** Section Head/Manager is eligible for NAPA's employees benefit package, subject to terms, conditions, and limitations of each benefit program. The permanent faculty is required to spend minimum 40 hours per week in the academy.
  - III) **Senior Faculty (F3):** Faculty hired for Teaching/Academic/Administrative Purposes and require working minimum of 0 hours per week.
  - IV) **Faculty (F4):** Faculty hired for academic/administrative work who are require working minimum 40 hours per week.
3. **Visiting Faculty V1 – V 4:** Visiting Faculty are hired for teaching purposes and are required to work less than 15 hours per week. Remuneration to the visiting faculty is paid for actual hours they served as per academic requirements and approved syllabus and course timetable. Depending on the qualification and experiences category is assigned as V1 to V4.

#### 4. **Temporary / Daily Wage**

Employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees not entitled for the benefits provided to the regular full time employees. However, they are paid overtime pay in special cases.

#### 5. **Employment Cadres and Sub-Cadres**

There will be 5 employment cadres in NAPA given as under:

1. Management
2. Professionals/Faculty
3. Associates Professionals/Managers
4. Para Professionals (technicians/officers)
5. Support Staff

#### b) **Probationary Periods**

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets NAPA's expectations. NAPA uses this period to evaluate employee capabilities, work habits, and overall performance. Either, the employee, or NAPA may end the employment relationship at any time during the probationary period as per term of their employment, with or without cause. All new and rehired employees work on a probationary basis for the first 6 months (depending on the position) calendar days after their date of hire. If NAPA determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period.

#### c) **Work Schedules**

- **Regular Work Schedule**

Work schedules for employees vary depending on the nature of work throughout our organization. 9:00 a.m.-6:00 p.m. is a standard workday for office and administrative

work, whereas, academic and programs employees are required from 12.00 noon – 9.00 p.m. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

- **Flexible Working Arrangements**

Employees may request flexible working arrangements based on their current duties and responsibilities. Employees are encouraged to put the request in writing to HoD. They will consider this request, and consider all relevant facts and circumstances in deciding whether or not to agree to the request. Such a request will not be refused unless it is reasonable to do so.

Circumstances that may be relevant to determine whether a refusal is or is not reasonable include:

- The nature of the employee’s work responsibilities.
- The family circumstances of the employee
- The effect of the flexible working arrangements on the normal operations of the academy.
- The consequences of having as well as not having flexible working arrangements
- How long the arrangements will last

In addition, flexible working arrangements will also be considered as a form of reasonable adjustments to allow people with disability to safely and productively.

This right applies to all permanent full time employees of NAPA. Employee must put such a request in writing.

NAPA will provide a written response granting or refusing the request within 21 days and will only refuse such requests on reasonable business grounds. These reasons will be detailed in the written refusal.

This is not an exhaustive list, and other options may be agreed. Although other flexible work options which may be considered by NAPA include:

- Permanent, part-time work
- Flexible rostering such as working split shifts
- Work from home

Employees utilising flexible work practices will be treated no less favourably than any other employee. Flexible working is not a barrier to promotion or supervisory responsibilities

**3) RECRUITMENT POLICY:**

Only Departmental Heads have an authority to create new vacancy.

**REQUEST FOR CREATION JOB (Form N 1) (Annexure 1)**

This form and any related information should be forwarded to the HR Department

**Proposed Job Title:** \_\_\_\_\_

**Work Unit:** \_\_\_\_\_

**Department/Area:** \_\_\_\_\_

**Reason(s) for creation of new job:** \_\_\_\_\_

\_\_\_\_\_

**Form prepared by** : \_\_\_\_\_ **Date** : \_\_\_\_\_

**Recommended by** : \_\_\_\_\_ **Date** : \_\_\_\_\_

**Approved by** : \_\_\_\_\_ **Date** : \_\_\_\_\_

**DUTIES AND RESPONSIBILITIES**

Please list all duties and responsibilities

**EDUCATION AND EXPERIENCE REQUIREMENTS:**

- a. Minimum level of formal education and/or specialized knowledge
- b. Minimum level of experience and/or on-the-job training

**JOB DESCRIPTION:**

**OTHER INFORMATION:**



#### **4.1 Preparing Job Description, Specifications and Classifications**

Any requisition submitted for new positions or vacancies will be documented through the job description and specifications Form N1 (Annexure 1) which accurately and clearly portrays the essential functions and job related qualifications, environment, and mental and physical demands of the job.

For each job selection committees will be formulated to make the selection transparent and according to the need of the job.

Each position will be prepared with a written description of the basic function, duties, responsibilities, and qualifications. Selection committee headed by the Head of the respective department, one representative from the department, and one member from HR or Administration Department will make the final selection in a transparent manner.

The composition of the members of the selection committees will be:

##### **Selection committees:**

**a) Selection Committee for M1**

CEO

At least two members of the NAPA's Board HR committee

**b) Selection Committee for M2**

HoD

Senior Manager

Representative of HR Department

**c) Selection Committee for M3**

Administrator

Line Manager

Representative of HR Department

**d) Selection Committee for Faculty (F1-F4)**

HOD

Senior Faculty Member

Representative of HR Department

#### **4.2 Qualification, Equivalence and Competency**

Any degree obtained from a recognised institute in Pakistan, or from abroad or appropriate experience/association/belonging to outstanding music gharanas, recognized

Drama scholars, theatrical companies, music conservatories and long experience in desired genre of performing arts will be considered for the minimum qualification.

### **4.3 Announcements and Advertisements**

When job vacancies occur that are deemed appropriate for posting by the HR Department, NAPA will fill the new positions or higher vacancies with the existing employees where possible and equally qualified. However, if suitable employees within NAPA are not available to meet the requirement of a job, then NAPA will recruit from open market with the required basic knowledge, ability, skills, attitudes and competence to achieve NAPA's objectives.

In that case, NAPA shall advertise for vacant positions through print media (One English and II Urdu Nationals' newspapers). It shall ensure that advertising and other notifications for a vacancy or new position must be non-discriminatory and must include reference to the NAPA's commitment to affirmative action through equal opportunity.

**4.3.1** Service of Head hunter may be used for hiring Senior Faculty and senior Management Staff.

**4.3.2** Direct appointment would be made by management for lower positions like office boy, drivers etc.; instead of advertisement in newspapers.

### **4.4 Screening and Short listing**

NAPA will recruit people that meet the requirements as described in the Job Description and Job Specification for a vacancy or announced position. Further, NAPA will endeavour to fill positions with the best qualified individuals, recruiting and selecting candidates purely on merit and assessment.

All hiring and recruitment must be transparently managed through adoption of best practices.

### **4.5 Preliminary and Final Interviews and Assessments for Grading of Applicants**

The authorized committee shall follow preliminary and final interview procedure that shall be fair to all candidate(s) and may include, but not to be limited to, appropriate oral demonstrations, writing samples, or other performance indicators related to the responsibilities of the position. The committee must evaluate candidates based on knowledge and competence, commitment to service, and potential contributions to NAPA

### **4.6 Offers, Negotiations, Agreements, and Appointments**

The contract of employment is the agreement between the employer and employee and this document shall govern the relationship between both parties for the future. Therefore, any contract made must articulate including, but not limited to, the offer, conditions and status of the employment with NAPA, any conduct and disciplinary rules that an employee shall abide by, and governing laws.

### **4.7 Orientation and Placement**

New employees shall be welcomed as a part of the team from the first day of their work placement. Competent authorities shall ensure that new employee's adjustment to the job and to the work environment must be as rapid and pleasant as possible.

### **4.8 Creating New Employee Records**

NAPA will maintain an applicant file for each selected candidate. These files shall contain confidential documents and are to be managed and maintained by the staff of the Personnel department.

Personal file of each employee should contain copies of the CVs, job applications, all attested copy of testimonials, certificates, diplomas, degrees, medical reports, reference letters, appointment letters, periodic performance appraisal reports and other related documents.

#### **4.9 Regular Employees Induction Policy**

- Ensure that NAPA meets its manpower requirements in a timely manner by recruiting staff that possess the right skills and competencies in the right place at the right time.
- Develop its employees from within the organization whenever possible to support the career development of staff by giving them priority consideration and by providing opportunities for growth, learning and acquisition of skills, knowledge and experience.
- Ensure the renewal of the staff in the organization by seeking externally the best talents, skills and competencies, when not available internally.
- Introduce and open transparent and fair selection and promotion process

#### **Responsibilities of the Departmental Head under promotion process**

The Departmental Heads shall review all aspects of the promotion with respect to payroll, salary, benefits, seniority change, range/step movements effective start date and the organizational structure created by these movements. If a position is to be reclassified, the HoD conducts a job evaluation, determines the new range and develops the new job description and title for the position. Upon completion of this review, the HoD approves and forwards all materials to Human Resources Department.

#### **4.10 Contractual Employees Induction Policy**

The procedure for hiring the contractual personnel will be the same as for regular employees except that in this case a contract will be signed between NAPA and the employee for specific jobs and for limited period, renewable if need arises.

#### **4.11 External Faculty**

In case in-house expertise in certain category of faculty is not available, NAPA will resort to living external faculty for part or full time, limited from one trimester to one year with the possibility of extension for an additional time period.

#### **4.12 Outsourced Personnel**

Services of Securities, warehouse, Technical specialists, janitorial staff, and horticulture and gardening staff for a certain period will preferably be acquired through outsourced personnel. NAPA may acquire these services through registered staffing agencies/contractors that fulfilled NAPA's requirements.

NAPA shall enter into an outsourcing contract with an Agency /Contractor on the merits of the respective Agency/Contractor's skills, expertise, and experience.

NAPA will see that it gains quality service from the Agency/Contractor by ensuring that the partner in agreement meets NAPA's agreement for Human Resource Services and the following additional requirements:

- (a) The Agency/Contractor will behave consistently with NAPA's values and cultures
- (b) The Agency/Contractor will not use the NAPA's name, logo or identity without the express permission of the competent authority.

### **3.13. Determination of Salary Grade Designation for Contract Employee**

Designation, grade and salary of the contract employee will be determined as per agreement reached with him during the interview.

You will be on probation for Six months from the date of your reporting for duty, which period may be further extended at the discretion of the Company.

At the end of the probation your appointment will be confirmed, in writing by the Company provided that your services have been found satisfactory,

During the probation period, your services are terminable by submitting seven days' notice by either side or salary in lieu thereof.

### **3.14 Immigration Law Compliance**

The NAPA is committed to employing only Pakistan citizens and aliens (Security Clearance required) who are authorized to work in Pakistan and do not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Laws (vis. Pakistan citizenship Act 1951, Naturalization Act 1926, Pakistan citizenship Rules 1952), each new employee, as a condition of employment, must provide copy of valid Computerized National Identity Card (CNIC) and present documentation establishing identity and employment eligibility. Former employees who are rehired must also submit the CNIC if they have not submitted with the Company within the past three years or if they have submitted but need revalidation from NADRA.

### **3.15 Disability Accommodation**

NAPA is committed to complying fully with applicable disability laws and ensuring equal opportunity in employment for qualified persons with disabilities. Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries (Subject to clearance of disability by the concerned office) are made regarding only an applicant's ability to perform the duties of the position. Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions to the extent required by law. All employment decisions are based on the merits of the situation and the needs of the company, not the disability of the individual. This policy is neither exhaustive nor exclusive. Company is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with —Disabled Persons (Employment and Rehabilitation) Ordinance 1981.

### **3.16 Non-Disclosure**

The protection of confidential business information and trade secrets is vital to the interests and the success of NAPA. Such confidential information includes, but is not limited to, the following examples:

- acquisitions
- compensation data
- computer processes
- computer programs and codes
- customer lists (both members & guests)
- financial information
- investments
- labour relations strategies
- marketing strategies
- new materials research
- partnerships & collaborations
- pending projects and proposals
- proprietary production processes
- research and development strategies

All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

## **4. REMUNERATION AND BENEFITS**

Eligible employees at NAPA are provided a wide range of benefits. A number of programs (such as Employees Old Age Benefit, Group life Insurance (covering natural deaths, accidental death and disability, to cover eligible employees in the manner prescribed by law), Annual, Medical and Emergency leave Plan, Hospitalization Expenses. Benefits eligibility is dependent upon an employee Grade.

### **a) Paydays**

All employees are paid monthly latest by the first day of the month. Each paycheque will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee's vacation, the employee may receive his or her earned wages before departing for vacation if a written request is submitted at least one week prior to departing for vacation.

### **b) Salary Slip**

All employees are entitled to get Salary Slip along with their respective paycheque from the Accounts Department. All deductions are mentioned on salary slip of each employee.

**c) Administrative Pay Corrections**

NAPA takes all reasonable steps to ensure that employees receive the correct amount of pay in each pay check and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Accounts /Human Resources Department so that corrections can be made as quickly as possible.

**d) Pay Deductions and Setoffs**

The law requires that NAPA make certain deductions from eligible employee's compensation. Among these is withholding income tax, contribution towards Employees Old Age Benefit Institution. NAPA facilitate to employees beyond those required by law. Such as Loan, advance salary, deferment of service charges etc. to the eligible employees, against which employees authorize deductions from their pay cheques to cover such payments.

If you have questions concerning why deductions were made from your pay cheque or how they were calculated, the Finance Department can assist in having your questions answered.

**i) Advance against Salary**

The eligible employees can avail advance against salary against which employees authorize deductions from their pay cheques to cover such payments. Employee can only avail Advance against salary five times in an accounting year. Approval for such advances to the employees will be given by their respective HoDs and senior management takes approval from DP&A/ CEO.

**ii) Loan Policy**

The eligible employees can avail Loan up to five salaries against which employees authorize deductions from their pay cheques to cover such payments. Employee has to file an application form along with the signatures of two guarantors. In case of default the first guarantor will be liable for the loss. Default by first guarantor would make the second guarantor liable for the loss. Approval for Loan to the employees will be given by their respective HoDs. Employee must submit 3 months utility bills photocopies along with their form while applying for the loan.

**e) Annual Increments**

All employees are entitled for the annual increments as per the guidelines provided by the Board of Directors.

**f) Leave Encashment**

Eligible employees at NAPA are provided with the Leave Encashment at the end of the accounting year against their annual leaves. An employee can avail encashment as per gross salary up to 70% against their annual leave. Eligible employee is entitled for 21 leaves in a year.

**g) Employees Old Age Benefit**

Eligible employees at NAPA are registered with the Employees Old Age Benefit Institution which provide the old age pension after the retirement at the age of 60 years to the registered employees and their dependent in case of the death of the employee.

**h) Employees Group Life Insurance Coverage**

Eligible employees at NAPA are provided Group Life Insurance coverage to ensure against the risk of Natural Death, Accidental Death and Disability.

**i) Reimbursement of Hospitalization Expenses**

Eligible employees at NAPA are provided facility for the reimbursement of hospitalization expenses of self and dependents (dependents children's & wife)

**j) Staff Welfare**

Eligible employees at NAPA are provided honorarium on the beginning of the month of Ramadan; the occasions of Christmas, and Holi to the respective communities.

Staff and faculty at NAPA are provided with the annual picnic and recreational activities by the company.

**k) Holidays**

APA will grant holiday time off to all employees on the Gazetted Holidays as announced by the Government of Pakistan.

**5. BUSINESS TRAVEL EXPENSE**

NAPA will reimburse employees for reasonable business travel expenses i.e. approved by the HoD incurred while on assignments away from the normal work location. All business travel must be approved in advance by the President/Director Program & Administration. Employees whose travel plans have been approved should make all travel arrangement through NAPA's designated travel agency.

Travel:           President Emeritus – Business Class  
                          CEO / HoD – Economy class

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by NAPA. Employees are expected to limit expenses to reasonable amounts. Expenses that generally will be reimbursed include the following:

- Airfare, train fare, bus fare for travel in coach or economy class as per entitlement
- Rent a car services.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel
- Taxi fares, only when there is no less expensive alternative mileage costs for use of personal cars, only when less expensive transportation is not available
- Cost of standard accommodations as per entitlement (CEO/ President 5 star hotel) and Departmental Heads 3 star hotel.
- Cost of meals
- Charges for telephone calls, fax, and similar services required for business purposes
- Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor.
- Vehicles owned, leased, or rented by NAPA may not be used for personal use without prior approval.
- When travel is completed, employees should submit completed travel expense reports within 7 days. Reports should be accompanied by receipts for all individual expenses.

- Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.
- Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

## **6. PERFORMANCE and DEVELOPMENT**

### **a) Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, quarterly basis. A formal written performance evaluation will be conducted following an employee's introductory period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

### **b) Job Descriptions**

NAPA maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations. The Human Resources Department and the hiring manager prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date in an every year. Job descriptions may also be rewritten periodically to reflect any changes in position duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done. Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary.

## **7. RULES OF CONDUCT POLICY**

### **Staff Identity Cards**

The NAPA has a duty of care to all staff concerning their safety at work. Everybody has a responsibility to follow procedures in place for their safety. In support of this the NAPA operates a number of security measures to ensure that persons who access NAPA buildings have a proper reason to be present. One measure is the NAPA policy that staff wears their ID cards whilst on NAPA premises.

It is the policy of the NAPA that staff wear their ID card in a visible manner at all times while on NAPA premises. This is now a mandatory requirement.

Staff must never allow another person, irrespective of whether they are also NAPA staff, to use their card to enter NAPA premises

Any member of staff who persistently fails to wear their ID card, or refuses to wear it without good reason, in contravention of this policy will be subject to disciplinary action in accordance with the NAPA's disciplinary procedure.



Staffs who lose their ID card should report this to the Admin department as soon as possible and arrange for a replacement card.

This policy has been established to enable employees to maintain a working environment that encourages mutual respect, promotes civil and congenial relationships among employees and is free from all forms of harassment and violence. This policy applies to all employees of NAPA (“the company”) including consultants. It is the duty and the responsibility of every employee to be aware of and abide by company rules and regulations. It is also the responsibility of the employee to perform his/her duties to the best of his /her ability and to the standards as set forth in his/her job description or as otherwise established.

“The company” supports the use of a process called “progressive corrective action” to address conduct issues such as poor work performance or misconduct and to encourage employees to become more productive workers and conform their behaviour to standards and expectations. The company will take corrective action in any case where the conduct of the employee is detrimental, inclusive of the reputation, standing, working, business, name, to the company or detrimental to the wellbeing of other employees of the company. “The company” reserves the right to determine the appropriate level of corrective action for any inappropriate conduct, including but not limited to:

- Counselling
- Oral or written warnings
- Suspension, with or without pay
- Dismissal from employment without payment of any compensation in lieu of notice.

These four steps will normally be followed. However, there may be circumstances when one or more steps are by passed.

The following list includes but does not limit the major items which are deemed sufficient cause for corrective action:

- Activity, action or words that, even if potentially observed by a customer, could endanger the business
- Serious/Gross Misconduct
- Disorderly Conduct
- Insubordination
- Dishonesty
- No Call/No show (not communicating an occurrence of absenteeism to “the company”)
- Inattention to duties
- Violation of Company rules, practices and procedures
- Violence

- Profanity or Indecent Conduct
- Harassment in any manner sexual or otherwise
- Wilful Damage to Property
- Use of drugs/alcohol on company property
- Theft or Embezzlement
- Conviction for Felony
- Disclosure of Trade Secrets or other proprietary information
- Excessive Absence/Tardiness
- Misrepresentation/Falsification
- Accepting inappropriate Money or Gifts
- Other: Any individual acts or pattern of acts, conduct or expressions, which are detrimental to the welfare of the company, its employees, customers or products.
- Conflict of interest

## **8. CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT POLICY**

This policy has been designed to inform employees of company's stand on conflict of interest. This policy applies to all employees of "the company" including consultants.

Employees are expected to devote their best efforts to the interests of the company. Business dealings that appear to create a conflict between the interests of the company and an employee are unacceptable. The company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to company's business. However, the employee must disclose any possible conflicts so that the company may assess and prevent potential conflicts of interest arising from the outside work. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (including, but not limited to, spouse or significant other, children, parents, siblings) as a result of the company's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Human Resources Department to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

### **a) Outside Contract Work (OCW)**

Employees are required to obtain written approval from their HoD before participating in outside work activities. Approval will not be granted if the activity conflicts with the company's interest. In general, outside work activities are not allowed when they:

- Prevent the employee from fully performing work for which he or she is employed at the company including overtime assignments
- Involve organizations that are doing or seek to do business with the company, including actual or potential vendors or customers;
- Violate provisions of law or the company's policies or rules.

From time to time, Company employees may be required to work beyond their normally scheduled hours. Employees must perform this work when asked for. In cases of conflict with any outside activity, the employee's obligations of the company must be given priority. Employees are hired and continue in 'the company's' employment with the understanding that "the company" is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of "the company" is strictly prohibited. No blood relation will be employed in the company.

**b) Financial Interest in Other Business**

An employee and his or her immediate family shall not own or hold any significant interest in a supplier, customer or competitor of the company, except where such ownership or interest consists of securities in a publicly owned company and that securities are regularly traded on the open market.

**c) Acceptance of Gifts**

No employee may solicit or accept gifts of significant value (i.e., in excess of Rs.500), lavish entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of a conflict of interest.

**d) Work Product Ownership:**

All "the company" employees must be aware that "the company" retains legal ownership of the product of their work. No work product created while being employed by "the company" can be claimed by the employee. Construed / presented as property of the individual, even after employment by "the company" has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for "the company" regardless of whether the intellectual property is actually used by "the company". Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume, in a meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of "the company".

**e) Reporting Potential Conflicts**

An employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her HoD. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the company's interest.

**9. GRIEVANCE RESOLUTION POLICY**

The policy has been designed to assure fair and impartial treatment of employee complaints and to provide employees with a means of airing their grievance for prompt consideration and action. This policy applies to all employees of "the company".

"The company" shall assure its employees fair and impartial treatment regarding their grievances.

A grievance may be defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors, or other employees. Examples of actions which may be causes of grievances include, but are not limited to:

- a. Application of Company policies, practices, rules, regulations, and procedures believed to be to the detriment of an employee;
- b. Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation;
- c. Alleged discrimination because of race, colour, sex, age, religion, handicap, national origin, marital status, or any other non-merit factor; and
- d. Improper or unfair administration of employee benefits or conditions of employment such as vacations, fringe benefits, promotions, retirement, holidays, performance review, salary or seniority.

The company uses two approaches for resolving grievance-the open door approach or informal approach and the formal approach.

**a) Open Door Approach (Informal):**

The underlying philosophy of the Open Door Policy is to provide an effective and timely means for all Company employees to seek solutions to work-related questions, concerns or problems. The company supports the belief that such a policy is a key element in any successful business relationship. Regular and forthright communication between employees and supervisors reduces the likelihood of the need for more formal review and is in the mutual best interest of both the organization and employees. Therefore, employees should bring to the attention of their supervisors any work-related problems as soon as they arise, and discuss the concern with the objective of resolving it. Supervisors should discuss with employees their concerns in a timely fashion in an effort to resolve the matters. Should informal attempts at resolution not be satisfactory, employees may then utilize the formal grievance procedure.

**b) Formal Approach:**

*General Guidelines and Procedure:*

**Filing a Grievance**

Any grievance presented shall be on Incident Report Form prescribed by the HRD. It must be dated and signed by the employee presenting it. Any decision rendered shall be written to the employee and shall be dated and signed by the company's representative at that step.

When a grievance is reduced to writing there shall be sent forth:

- a) A complete statement of the grievance and facts upon which it is based;
- b) The section or sections of Company Policy claimed to have been violated; and
- c) The remedy or correction requested

When a written complaint is presented, the company's representative shall provide a dated and signed receipt for it at that particular step.

Employees do have the option of going directly to Step 3 mentioned below, however in this case employees must submit in writing along with their grievance the reason for having done so. The decision at this step will be final. The Employees are however encouraged to follow the prescribed method.



National Academy of Performing Arts

# National Academy of Performing Arts Incident Reporting Form

Use this form to report any workplace accident, injury, incident, close call or illness.  
Return completed form to the Operations Supervisor, or Management.

**This is documenting an:**

Lost Time/Injury     
  First Aid     
  Incident     
  Close Call     
  Observation

**Details of person injured or involved** (to be filled in by person injured / involved if possible)

Person Completing Report: \_\_\_\_\_ Date: \_\_\_\_\_

Person(s) Involved: \_\_\_\_\_

Equipment or Truck ID: \_\_\_\_\_

**Event Details**

Date of Event: \_\_\_\_\_ Location of Event: \_\_\_\_\_

Time of Event: \_\_\_\_\_ Witnesses: \_\_\_\_\_

**Description of Events**(Describe tasks being performed and sequence of events):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*If more space is required please use the back of this sheet

**Was event / injury caused by an unsafe act (activity or movement) or an unsafe condition (machinery or weather)?** Please explain:

\_\_\_\_\_

\_\_\_\_\_

<b>TO BE COMPLETED ONLY IF LOST TIME/INJURY OR FIRST AID WAS REQUIRED</b>	
Type of injury sustained:	
Cause of lost time/ injury or first aid:	
Was medical treatment necessary?	Yes _____ No _____ If yes, name of hospital or physician:

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

### **Time Limits**

The time limits included in this procedure have been established to facilitate a supply resolution of the problem while providing ample time to prepare and present arguments.

The time limits may be modified by mutual written agreement of the parties. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn, and as having been settled on the basis of the decision most recently given. Failure on the part of the company's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.

### **Support**

Employees are requested to share required information with the investigating parties at all times and all levels of investigation information gathered will be kept confidential and will be shared on a need to know basis only.

### **Misrepresentation**

The employee filing the grievance shall be solely responsible for avoiding misrepresentation.

### **Procedure:**

Any grievance filed shall systematically follow the procedure as outlined below, and shall refer to the provision or provisions of Company policy, practice procedure, rule or regulation alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation.

**Step 1:** The complaining employee shall present a grievance in writing to his/her immediate supervisor within 48 business hours of the grievance having occurred. A copy of the grievance should be sent to HR. Discussions will be informal for the purpose of setting differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the complaining employee within 48 business hours from the date the grievance was presented, unless such time is mutually extended in writing. A copy of the response should be sent to HR.

**Step 2:** If the grievance is not settled in the first step, the complaining employee shall, within 48 business hours of receiving a response at step 1 forward the written grievance to the HoD. A copy of the grievance should be sent to HR. The Departmental Head or a designate shall, within 5 working days, meet with the complaining employee to determine the facts of the case. The HoD or a designate shall notify the complaining employee of his decision, in writing, within 5 working days following the date of the meeting, unless such time is mutually extended in writing. A copy the response should be sent to Human Resources Department.

**Step 3:** If the grievance is not settled at Step 2, the complaining employee shall, within 5 working days of receiving a response at step 2, forward the written grievance to

the HoD, HR. The DH HR or a designate shall meet with the complaining employee within 10 working days after receipt of the grievance, unless such time is mutually extended in writing. The DH HR or a designate shall ascertain the facts and forward recommendations to the DP & A within 5 working days after the meeting unless this period is extended in writing by mutual agreement. The DP&A shall have 7 working days to consult with any6 of the parties involved and render a final decision in writing, unless this period is extended in writing by mutual agreement. The decision at step 3 will be final and may not be subject to any court of law.

### **Protection against Retaliation**

Employees may not be discriminated against for exercising rights under this grievance procedure. When employee alleges he or she has been discriminated against for exercise rights under this procedure, or for participating in a grievance as a witness or grievant representative, a grievance may be initiated directly at Step 2 mentioned below of the formal grievance procedure. The company considers such acts of discrimination by a supervisor against any employees as result of his/her involvement in this procedure as unacceptable supervisory conduct and a violation of company policy.

**Step 2:** If the grievance is not settled in the first step, the complaining employee shall, within 48 business hours of receiving a response at step 1 forward the written grievance to the HoD. A copy of the grievance should be sent to HR. The Departmental Head or a designate shall, within 5 working days, meet with the complaining employee to determine the facts of the case. The HoD or a designate shall notify the complaining employee of his decision, in writing, within 5 working days following the date of the meeting, unless such time is mutually extended in writing. A copy the response should be sent to Human Resources Department.

## **10. POLICY ON TERMINATION OF EMPLOYEMENT**

**Purpose:** This policy outlines instances that result in an employee’s termination of employment from the company.

**Scope:** This policy applies to all employees of “the company”

**Policy:** Employment shall be terminated upon the employee’s attainment of retirement age, resignation, discharge or dismissal and retrenchment.

### **a) Retirement Age**

CEO & Departmental Heads have an authority to waive at the discretion of the company. All employees will be subject to retirement upon reaching the age of 60 years.



**b) Resignation**

A probationer may resign from Company's employment by giving 30 days' notice period.

After confirmation an employee may resign from the service by giving in writing 30 day's notice, in case of senior management 60 day's notice, in case of certain departments 45 day's notice and in the case of contract employees, the specified notice or in lieu thereof by paying a sum equal to the salary for that period or a sum equal to the proportionate salary for the un-expired period of notice. No resignation shall be accepted while any corrective action (verbal or written) is pending.

**c) Discharge/Dismissal**

After confirmation, the services of any employee may be terminated by stating explicit reasons and by giving one month's notice and in the case of contract employees, the specified notice, or in lieu thereof on payment of sum equal to the salary for that period or sum equivalent to the proportionate salary for the un-expired notice period. The period of termination notice shall commence from the date which the notice is given to the company of any corrective action against the employee.

The services of an employee who is still on probation may be terminated without notice and without assigning any reason.

In either of the above mentioned cases (termination/resignation) if any confirmed/probationary employee leaves with or without notice and whose services are terminated by the company with or without notice as the case maybe, he/she shall not be absolved of the obligation to obtain proper clearance from the company. Final settlements will only be made after employees have sought clearance from different departments.

**d) Retrenchment**

The company may terminate the services of any number of employees where the employer's business conditions do not warrant the continued services of these employees.

**e) Return of Property**

Employees are responsible for all NAPA property, materials, or written information issued to them or in their possession or control.

**f) Exit Interviews**

NAPA will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to NAPA, or return of NAPA-owned property. Suggestions, complaints, and questions can also be voiced. Nothing in this policy is intended to change the company's at-will employment policy. Since employment with NAPA is based on mutual consent, both the employee and NAPA have the right to terminate employment at will as per term of employment. Employee benefits will be affected by employment termination.

## **11. GENERAL WORKPLACE POLICIES:**

The general work place polices have been formulated to establish procedures of day to day matters in the workplace.

These policies apply to all employees of “the company” and any out-sourced staff working in the premises of “the company”.

### **Policies:**

#### **a) Solicitation and Distribution**

Employees may not solicit other employees during work time or cooperate with an outside party’s attempt at solicitation. Work time includes the time during which either the employee who is being solicited or the employee doing the soliciting is expected to perform job duties. Solicitation includes, but is not limited to, selling products or services, requesting contributions to charitable organization, etc.

Employees may not distribute any non-Company business material during work time or in work areas at any time. Visitors may not distribute, solicit, or sell any material to any employee on Company property at any time.

Note: Company sponsored activities are exceptions to this policy.

#### **b) Personal Property**

Employees should not bring valuables to work with them in the course of doing business for “the company”. If necessary to do so, all valuables should be kept in a secure location. “The company” can assume no responsibility for the loss, theft or damage of employee’s personal property.

#### **c) Company Property**

Employees are expected to exercise care in use of company property and to use such property only for authorized purposes. Unauthorized personal use or removal of company property from the premises is prohibited. Company property issued to an employee must be returned at the time of resignation or termination. The value of any property issued and not returned (or damaged) may be deducted form an employee’s pay check or billed to the employee.

#### **d) Smoking Policy**

Since smoking is a fire hazard and is regarded as a poor health habit that can adversely affect other non-smoking employees, the company prohibits smoking except in the designated area.

Smoking is permitted, however, during breaks and lunch times in designated areas within and outside of the building.

**e) Business/Professional Attire Policy**

The company is committed to upholding its professional image, specifically as related to the dress and appearance of employees. It is expected that all employees will be dressed in an acceptable professional manner while on the job. All employees are required to wear standard business attire or, if required, working clothes and/or uniforms as issued by the company, during the working hours.

**f) Rest and Meal Periods**

All employees are provided with one one-hour meal/prayer period each workday. Supervisors will schedule meal periods to accommodate operating requirements.

**g) Emergency Closings**

At times, emergencies such as political shutdown, strike, severe weather, power failures, etc. can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as unused vacation benefits.

**h) Conduct outside of Work**

In general “the company” does not seek to interfere with employees’ off-duty activities. However “the company” cannot tolerate off-duty conduct that in these situations impacts negatively on “the company”, either in terms of an employee’s individual work performance or the business interest of “the company”, including its reputation.

**i) Personnel Records**

Personnel files are confidential and will be maintained by the HR Department. Employees are not allowed to inspect their own file. Other employees are not allowed access to other employees’ files unless it is part of their job duties or if they have a need to know.

**j) References/Employment or Salary Verifications**

All reference, employment or salary verification requests should be directed to the Human Resources Department. No other employee or supervisor is authorized to release references or employment or salary verification for a current or former employee. Bank verification is not entertained via phone.

**k) Suggestions**

Employees are strongly encouraged to share their constructive and valuable suggestions, ideas or thoughts with their fellow employees and the company. Employees may submit to their supervisors or officers of the company, suggestions for the improvement of company operations or procedures, marketing or product ideas, areas for quality improvement, etc. Suggestions may be signed or anonymous.

**l) Visitors**

Any visitor to our offices must sign in and wear a visitor identification badge while in any part of our facility. Anyone receiving a visitor who does not have business to conduct with “the company” should ensure that the visit is limited to a short duration. Authorization to bring a visitor must be obtained by your supervisor, or the HR Department.

**m) Bulletin Boards**

Bulletin boards are reserved for the exclusive use of “the company” for posting work-related notices. From time to time, special notices and/or information for Employees will be posted by “the company” on this board. Please check the boards regularly for these notices. Employees may post notices on “the company’s” bulletin boards provided they obtain advance approval from the Human Resources Department. Approval will be granted in the form of a signature on the posted document.

**n) Housekeeping**

All employees are expected to maintain their desks and/or work areas in an orderly fashion.

**CORRECTIVE ACTION**

Violation of the general work place policies will be dealt with appropriately. Responsive action may include, for example, training, referral to counselling and/or any other corrective action as may be deemed appropriate by the management on the facts and circumstances of the case including infliction of any penalty in accordance with law.

**12. ON-LINE MAIL USE POLICY**

This policy outlines “the company’s” stand on the acceptable use of internet and electronic resources.

This is for all employees of “the company” and any out-sourced staff working in the premises of “the company” including consultants.

The following are the terms and conditions for use of the “the company” network e-mail service including without limitation e-mail, instant messaging through “the company” network and other services which may be offered from time to time by “the company” for use with “the company” e-mail account login name (each feature individually and collectively referred to as the “Service”).

This Service is provided to the employees in good faith and “the company” does not take any responsibility nor make any representation about the transmission of electronic data to the final destination, or the confidentiality, or loss of data during transmission.

This Service is offered to employees conditioned on their acceptance without modification of the terms, conditions, and notices contained herein.

**a) Employee account, password, and security**

To open an account, an employee must complete the registration process by providing “the company” IT with complete and accurate information on the Registration Form duly signed by HoD. Employee will be given a temporary password (to be changed after the initial login) and an account name on the registration form. The account name will be provided depending upon the name availability and “the company” IT account naming convention. Employees are entirely responsible for maintaining the confidentiality of their password and account and as per policy periodically changing them for security reasons. Furthermore, they are entirely responsible for any and all activities that occur under their account.

Employees must agree to notify “the company” IT immediately of any unauthorized use of their account or any other breach of security.

**b) Employee Privacy**

It is “the company” policy to respect the privacy of its employees. “The company” IT does monitor online and system activities of all users at random and on need basis without prior notification but it will only disclose any personal information about employee or their use of the Service, including its contents, with their prior permission unless “the company” IT has a good faith belief that such action is necessary to:

- (1) Conform to legal requirements or comply with legal process
- (2) Protect and defend the rights or property of “the company”
- (3) Enforce the Terms of Service
- (4) Act to protect the interests of its operation.

“The company” IT may access employee account, including its contents, as stated above or to respond to service or technical issues.

**c) Message storage, outbound messages and other limitations**

The amount of e-mail storage space per employee is limited. Some e-mail messages may not be processed due to space constraints or outbound message limitations or non-availability of internet. “The company” IT is not responsible or liable for the deletion or failure to store messages or other information.

**d) Software policy**

Employees who wish to have software installed on their computers must contact their HoD and the IT Department and request to have the software installed giving business justifications. The IT Department will not install any software on any company technical resource without the express prior permission from the employee’s HoD or if there are no strong business

justifications. Involving IT ensures that “the company” can manage the software on Company systems, prevent the introduction of computer viruses, and meet its obligations under any applicable software licenses and copyright laws.

**e) Employee conduct**

As a condition for use of the Service, employees warrant to “the company” that they will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

The Service is provided to “the company” employees for official/personal use only. Employees agree to use the Service only to send and receive official/personal messages. Any unauthorized commercial use of the Service is expressly prohibited.

Employees will abide by all applicable company, local, national and international laws and regulations and are solely responsible for all acts or omissions that occur under their account or password, including the content of their transmissions through the Service. By way of example, and not as limitation, employees agree not to:

- Use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of privacy) of others.
- Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- Advertise or offer to sell or buy any goods or services for any non-personal purpose.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a “the company” employee any directory of the employees or other user or usage information.
- Upload, download copy or provide to a person or entity outside “the company” any confidential /official information or document which is not expressly allowed by employee’s supervisor or by company policy.
- Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software.
- Interfere with another employee’s utilization of the Service.

“The company” IT reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable company requirement, law, regulation, legal process or governmental request.

**f) Indemnification**

Employees will indemnify and hold “the company”, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys’ fees, asserted by any third party due to or arising out of their use of or conduct on the Service.

**g) Termination of service**

“The company” IT may terminate access to any part or all of the Service and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

“The company” IT may also terminate or suspend employee account on the basis of company requirements, end of employee contract, employee resignation or misuse of its services as laid down above. Upon termination of the Service, employee right to use the Service immediately ceases.

“The company” IT shall have no obligation to maintain any content in employee account or to forward any unread or unsent messages to employee or any third party.

**h) Modifications to terms of service, employee service policies**

“The company” IT reserves the right to change the Terms of Service or policies regarding the use of the Service at any time. Continued use of the Service after any such changes shall constitute employee consent to such changes.

**CORRECTIVE ACTION**

Violation of the internet and other electronic resources policy will be addressed appropriately. Responsive action may include, for example, training, referral to counselling and/or any other corrective action as may be deemed appropriate by the management on the facts and circumstances of the case including infliction of any penalty in accordance with law.

Within general workplace policies, we may add policies pertaining to employee safety and security. Some of the things covered would be: Instructions about what to do in emergency situations (fire, acts of terrorism etc.); need to wear ID cards at all times when in “the company premises”; and cultural sensitivity.

**13. ATTENDANCE POLICY**

The attendance policy has been formulated to promote efficient operation of the company minimize unscheduled absences.

This policy applies to all employees of “the company” (part time, full time and contractual) and any out-sourced staff working the premises of “the company”.

Employees are expected to arrive at work before they are scheduled to start and be at their work station productively engaged in business by the scheduled start time. All time off must be requested in advance and submitted via HRIS, as outlined in the appropriate categories; except leaves due to unforeseen circumstances.

NAPA views attendance as one of the most important facets of employee job performance review. All unapproved absences will be noted in the employee's personal file. Excessive and habitual absences will result in disciplinary action, up to and including termination.

### **Official Working Hours:**

5 Days a week (Monday to Friday)  
9:00 am – 6:00 pm  
12:00 noon – 9:00 pm

### **Informed Absence:**

All employees who are unable to be at work are required to follow the chain of action in order to notify the company. The following SOPs needed to be adhered to by the employee or their family members in order to notify the company in case of an absence:

- Call Supervisor / Line Manager/ HRD, unavailable
- Call HoD, if unavailable
- SMS your HoD/Supervisor/ Line Manager.
- Fill up the leave application form or any other RA as advised by HOD/Manager Operations/Immediate Supervisor

Failure to do so will cause this absence to fall in the *Unapproved Absence* category which has severe repercussions.

### **CORRECTIVE ACTION**

Violation of this policy will be addressed appropriately. Responsive action may include, for example, training, referral to counselling and/or any other corrective action as may be deemed appropriate by the management on the facts and circumstances of the case including infliction of any penalty in accordance with law of land.

### **14. LEAVE POLICY**

This policy outlines the instances when the employee will receive time off with pay in order to get relaxation, to utilize at times when he/she is too unwell to work and needs to take time out to attend to personal health issues and to tend to urgent personal matters and emergencies which may arise from time to time.

These policies apply to all employees of “the company” (part time, full time and contractual) and any out-sourced staff working in the premises of “the company”.

Each employee will be allowed a set number of days in a year in categories of annual and sick leave. All full-time employees have the flexibility of using them as Pre-Approved leave and



post approved leave. There shall be NO entitlement of leave with pay before employment confirmation. If there is any exception, one can go on leave without pay on discretion of Department's Head. At most, an employee will be allowed 7 days without pay and 3% deduction from bonus during the probationary period. Once the probation period is over employees are allowed to avail leave. It will be up to the Account Manager (with HR approval) to take disciplinary action if more than the available leave is taken. Disciplinary action can result in termination.

New employees will be able to take their Annual Leave after they have been confirmed. No Leave can be taken in advance. If, after the period of one year which begins in January and ends in December, paid Annual Leaves are not availed, encashment of those leaves for the amount of one day's pay (per leave not availed) will be given at the beginning of the following year provided active employment status with the company exists. This only applies to all employees below Assistant Manager Level. At the beginning of the new calendar year leaves will be refreshed in the employee's leave bank.

The leave policy, which applies AFTER confirmation for all employees cadres, is outlined below:

**a) ANNUAL LEAVE (VACATION) POLICY**

The company provides all its employees regular annual leave (vacation) with pay in order to maintain health, morale and efficiency. This policy outlines the conditions under which employees become eligible for annual leave (vacation) with pay.

Only permanent employee will be eligible for the annual leave. The entitlement of annual leave for all employees is 21 days. The new employee will become eligible for annual leave after completing their probationary period. All leaves must be approved by the HoD and HR. to avail this leave all employees MUST follow the following procedure:

- i. Any request for annual leave must be made at least 1 week in advance
- ii. This request will follow the hierarchy set in HRIS, will go to the next higher level for approval, after which it is submitted to HR for approval two weeks in advance.
- iii. In case of exigency, if any employee is not allowed to proceed on leave, he will be paid for the unutilized leave.

**b) MEDICAL LEAVE POLICY**

The purpose of this policy is to set forth the procedures and conditions under which employees may be granted time off which pay in the event of personal illness or to provide flexibility to employees to tend to urgent personal matters and emergencies which may arise from time to time.

There is a maximum of 7 days in a year available to employees to avail for this purpose only. In case of extended illness and at the presentation of documentary support, Sick leave may be cascaded into Annual Leave on a case to case basis after thorough examination and with the approval of HR.

All sick leaves essentially require Doctor's Certification as part of the approval documentation to be provided at the time of applying on leave management system.

It will be up to the Line Manager (with HR approval) to take disciplinary action if more than the available leave is taken. Disciplinary action can result in termination.

**NOTE:** Approved leave after confirmation will be deducted as days absent from production, but will not affect the percentage earned during the month leave in taken.

**c) EMERGENCY LEAVE POLICY**

NAPA will provide emergency leave to eligible employees to facilitate them to cope with emergency situation in the family. Unutilized emergency leave balances if any will be lapsed on close on June 30 every year.

There is a maximum of 7 days in a year available to employees to avail for this purpose only, In case of business travel/study tour within or outside the country the employee will be entitled to receive his/her salary remuneration for the travel period.

It will be up to the Line Manager (with HR approval) to take disciplinary action if more than the available leave is taken. Disciplinary action can result in termination.

**d) MATERNITY LEAVE POLICY**

The purpose of this policy is to set forth the procedures and conditions under which female employees on regular employment may be granted time off with pay in the event of maternity confinement.

Maternity Leave can be availed for a period not exceeding 3 months. The employee will initiate an application for maternity leave, as far ahead of the beginning of the leave as possible, supported by a medical certificate stating the expected date of delivery. The certificate must confirm to the requirements described for a medical certificate in support of sick leave.

Further, as soon after the delivery as possible, the employee would submit to the HRD a copy of the birth certificate as a proof of actual date of delivery and if abortion or miscarriage has taken place, a proper certificate indicating the same in that behalf.

When absence of work exceeds the three month maternity leave entitlement, the HRD will recover the number of such days through some other available leave-balance of the employee.

**NOTE:** Maternity leave will not be granted more than twice in the entire service of a female employee and is unpaid leave.

**e) PILGRIMAGE/ HAJJ LEAVE POLICY**

The purpose of this policy is to set forth the procedures and conditions under which employees may be granted time off with pay in connection with their religious obligations.

There is a maximum of 40 days made available, during entire tenure of an employee, for this purpose only. To avail this facility, it will be the employee's responsibility to seek their HoD

approval at least 6 months in advance of their intention to proceed for pilgrimage and the duration of that leave will be required.

In case more leave is required, employee will avail their annual leaves, which if unavailable, then casual leaves. The balance leaves will be considered unpaid leaves.

It will be up to the Line Manager (with HR approval) to take disciplinary action if more than the available leave is taken. Disciplinary action can result in termination.

**NOTE:** Pilgrimage/Hajj leaves will be granted only once during the employee's tenure with NAPA. This will also be applicable for employees being rehired.