

SERVICE REGULATIONS

1. Short Title and Commencement

- (a) These regulations may be called the Manganese Ore (India) Limited Service Regulations.
- (b) These regulations shall come into force with effect from such date as may be decided by the Board and supersede existing rules on the subject.

2. Interpretation:

In these regulations, unless the context otherwise requires

- (a) 'Appointing Authority' means the Board of Directors, Chairman-cum-Managing Director of the Company or any other Officer to whom the Chairman-cum-Managing Director has specifically authorised or delegated power in this behalf.
- (b) 'Board' means the Board of Directors of the Company
- (c) 'Company' means the Manganese Ore (India) Limited
- (d) 'Chairman-cum-Managing Director' means the Chairman-cum-Managing Director of the Company.
- (e) 'Day' means a Calendar day beginning and ending at midnight.
- (f) 'Employee' means any person who holds a post under the Company other than a Casual employee, a member of the work charged establishment, a person paid from contingencies or a person whose condition of service are governed by the standing orders framed under the Industrial Employment (Standing Orders) Act, 1945, and includes any person whose service are temporarily placed by the Company at the disposal of the Central Government. A State Government a Government Industrial Undertaking or a local or other authority.'
- (g) 'Lien' means the title of an employee to hold substantively, either immediately or on the termination of a period or periods of absence, a permanent post to which he has been appointed substantively.
- (h) 'Regulations' means the Manganese Ore (India) Ltd. Service Regulations.
- (i) Words denoting the masculine gender shall include the feminine gender and
- (j) Words denoting the singular number shall include the plural number and vice versa.

3. Application and Scope:

Subject to sub-clause (f) of Regulation 2 above, the regulations shall apply to all employees whose conditions of service the Company is competent to regulate, including employee whose service may be temporarily placed at the disposal of the Central Government, a State Government, A Government Industrial Undertaking or a local or

other authority. In respect of persons who may be required to execute a formal contract, these regulations shall apply in so far as they are not inconsistent with any provision of the contract, and in respect of any matter not covered by the Contract. Employees to whom the Industrial Disputes Act, 1947 and the Industrial Employment (Standing Order) Act apply, shall be governed by these regulations subject to the provisions of the Act and relevant standing orders and in respect of such matters which are not covered by the Standing Orders.

Provided that employees of the Central Government, a State Govt., A Government Industrial Undertaking or a local or other authority, whose service are temporarily lent to the Company shall, while holding a post under the Company governed by the terms of their deputation as mutually agreed upon between the Company and the lending authority. These Regulations shall not apply to the Officers who are appointed by the Central Government.

4. If the Board is satisfied that, in the special circumstances of any case, it is necessary or expedient so to do, it may relax the provisions of these regulations in such a case. As a general relaxation, however, in the event of death of an employee of the Company while on duty one of his dependants may be given preference for employment in the Company in a suitable post provided he/she fulfills all conditions and qualifications etc. prescribe for such appointment.
5. No new regulations or alterations in the existing regulations shall have force until such new regulations or alterations have been approved by the Board.
6. Any matters not provided for in these regulations shall until requisite provisions in that behalf are made in these regulations, be dealt with and disposed of by the Board whose decision will be final.

7. SENIORITY

Seniority shall be determined by the order in which appointment are made to any category of posts.

Provided that where more than one person is selected simultaneously for the same category of post by a Selection Committee, the seniority of such person, inter-se, shall be as recommended by the selection Committee, and in the absence of such recommendation, be determined by the date of joining and if more than one person join on the same date, by seniority in age of the candidates.

Provided further that the seniority of a person whose services are obtained on deputation and who is subsequently absorbed in the service of the Company shall be

determined with reference to the date of his joining the Company on deputation in that post.

“ Seniority of employees recruited as trainees shall count from the date of their appointment to a regular post in the grade on completion of prescribed period of training and in cases where two or more trainees are appointed on the same date to the grade or where the training in respect of some of the candidates is extended for a period of not more than one month on account of late joining of the course (for which a specific orders are issued by the Company) their seniority will be determined in accordance with their ranking in the merit list at the time of selection trainees”.

In order to make the position clear and to evolve uniform procedure in the determination of the seniority in any particular category of posts, the following principles shall be followed:-

- i) The grant of an initial pay, higher than the minimum of the scale, will not in itself confer on an employee, seniority above those who are drawing lower pay, in the particular category of posts.
- ii) Candidates selected for appointment at an earlier selection shall be senior to those selected later, irrespective of dates of their joining, provided the candidate selected joins not later than three months from the date of issue of appointment letter.

Candidates selected for appointment at an earlier selection shall be senior to those selected later, irrespective of dates of their joining, provided the candidate selected joins not later than three months from the date of issue of appointment letter.

Candidates duly selected for promotion at an earlier date shall be senior to those selected for promotion at a subsequent selection.

- iii) Any case of seniority not covered by the above provisions shall be decided by the Appointing Authority in accordance with the provisions contained in Regulation 6 above.

8. GENERAL CONDITIONS OF SERVICE:

- 1) No person who has directly or indirectly by him self/herself or his/her partner or agent, any share or interest in any contract by or on behalf of the Company or in any employment under, by or on behalf of the Company, otherwise than as an employee thereof shall become or remain an employee of the Company. The decision of the Appointing Authority, as to whether a person appointed or to be appointed to a post has a direct or indirect interest in any contract, shall be treated as final.
- 2) No person shall be appointed to a post under the Company unless he/she furnish a medical certificate of witness in such form from such medical authority and within such period of time, as may from time to time, be prescribed by the Company.

- 3) Every person appointed to a post under the Company shall on assuming Office, take on oath of allegiance to the Constitution of India devotion to duty and honest to the Company in such form as may be prescribed by the Company. Any individual who has been dismissed by a Govt. Department and/or an Undertaking in Public or Private Sector, shall not be appointed under the Company.
- 4) No person who has more than one wife living, or who having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life time of such spouse, shall be eligible for appointment to a post under the Company, provided that the CMD may if he is satisfied that there are special grounds for so ordering, exempt any person from the operation of this clause.
- 5) No woman whose marriage is void by reason of the husband having a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage shall be eligible for appointment to a post under the Company.
Provided that the Company may, if it is satisfied that there are special grounds for so ordering exempt any person from the operation of this clause.
- 6) Every person on first appointment to a post under the Company shall sign a declaration that if married, he does not have more than one wife living, and that he will not contract another marriage during the life time of his wife, without prior permission from the Company, even if such subsequent marriage is permissible under the personal law applicable to him.
- 7) No person being a partner or relative of Director of the Company within the meaning of Section 314 of the Company's Act, 1956, shall be appointed to a post under the Company except with the previous consent of the Board, accordance by special resolution. Every person on first appointment to a post under the Company shall sign a declaration to the effect that hs is not a partner or a relative of a Director of the Company within the meaning of section 314 of the Company's Act, 1956 and that, in the event of acquiring such relationship he would notify the fact to the Company.
- 8) The whole time of an employee will be at the disposal of the Company, and every employee may be employed in any manner in the service of the Company without any claim for additional remuneration. Every employee shall be liable to be transferred to a post at the Head Office or in any Mines owned by the Company at the discretion of the Management.
- 9) An employee shall unless the appointing authority, for reason to be recorded in writing otherwise directs, be on probation for a period of one year from the date of commencement of his service.

Provided that the period of one year may be extended or reduced in any case by the appointing authority. During the period of probation, an employee shall be liable to be discharged without notice and without any reason being assigned unless he is a promotee in which case he will be reverted to the earlier post. During the period of probation the employee shall have the right of resigning from the service of the Company after given one

month's prior notice in writing of his intention to resign, or after paying to the Company a sum equal to his pay for one month, in lieu of notice.

Provided that if in any case a shorter notice than one month is given the employee shall pay to the Company, a sum equal to his pay for the period by which the notice given, falls short of one month.

Provided further that the appointing authority may waive payment in lieu of the period of notice in exceptional circumstances.

- 10) Probationary period shall count as service towards increment and leave only if the probation is on the time scale of pay prescribed for the post to which the employee has been appointed wherever such time-scale exists and not at a probationary stage outside such time scale. Provided that where the period of probation is extended all the due increments shall be granted from the date completion of probation so extended and no arrears shall be paid. The date of next increment will be according to the date of confirmation. Further that, in the case of probationer, appointed on probation to a permanent post, probationary period shall count as service towards leave only if it is followed by confirmation.
- 11) Not more than one employee shall be appointed to a post at a time nor shall an employee be appointed except in an Officiating capacity in a leave vacancy with the formal approval of the Competent Authority.
- 12) The service of an employee in permanent employment may be terminated by the Company if;
 - (a) his post is abolished ; or
 - (b) he is declared on medical grounds to be unfit for further service; or
 - (c) he is declared insolvent by a Competent Court of Law; or
 - (d) he indulges in acts prejudicial to Company's interest; or
 - (e) he is convicted on a criminal charge involving moral turpitude by a Court.
- 13) An employee of the Company, whether temporary, or contract, or permanent, may also be removed from service or dismissed from service, or otherwise proceed against, on the ground, and in the manner provided, in matters relating to the conduct, in the Company's (Conduct) Rules, and in matters relating to discipline, in the Company's employees (Control and Appeal) Rules.
- 14) No employee shall be granted leave of any kind for a continuous period exceeding 120 days at a time and under special circumstances to be recorded by the Competent Authority in writing for maximum period of two years. If an employee does not resume duty after being on leave for a continuous period of two years, or if, after the expiry of his leave, remains absent from duty, otherwise than on foreign service or on account of suspension for any period which together with the period of leave granted to him, after the expiry of leave, he shall, unless the Appointing Authority in view any exceptional circumstances otherwise directs, be deemed to have resigned, and shall accordingly cease to be an employee.

- 15) In no circumstances shall the resignation of an employee who has been declared to have successfully completed his period of probation and whose conduct is under enquiry, be accepted without the sanction of the authority competent to dismiss him, subject to this, the resignation of an employee who has been declared to have successfully completed his period of probation, shall ordinarily be subject to his intention to resign or to his paying to the Company in lieu, a sum equal to his pay for three months. Pay is defined as pay plus dearness allowances.
- Provided that:
- (a) If in any case, a shorter notice than three months is given the employee shall pay a sum equal to this pay for the period by which the notice actually given falls short of three months ;
 - (b) The appointing authority may waive payment in lieu of the period of notice in exceptional cases; and
 - (c) Acceptance of the resignation may be withheld in the interest of the Company until a suitable substitute is appointed . An employee shall not, in any circumstances, quit service until he is formally released from duty.
- 16) A person who has not attained the age of 18 or whose age exceeds 55 years shall not ordinarily be admitted into the service of the Company. Provided that the Appointing Authority may, at its discretion, relax this provision in individual cases, in the interest of the Company. Provided further that this regulation shall not apply in the case of a retired employee of the Central or State Government who may be re-employed by the Company to a post under it.
- 17) The age of retirement will be 60 years. On attaining the age of retirement viz. 58 years, the employee concerned shall automatically retire from the service of the Company unless orders to the contrary by the Competent Authority before the date of his the age of 58 years. Any extension beyond 58 will not be more than two years.
- a) Any employee, if no disciplinary action be taken against him, may by giving notice of not less than three clean months in writing to the appropriate authority opt to retire from service after he has attained the age of 55 years.
 - b) Notwithstanding that the age of retirement is 60, Company has the right to review the cases of those employees who attain the age of 55 or cross that age, so as to adjudge their efficiency and utility to the Company. In such cases, where it is found that the retention in service of any employee after the age of 55 is not in the interest of the Company, the service of such employee may be dispensed with after paying him 3 month's salary in lieu of this.
- 18) Service records, leave accounts and annual confidential reports of all employees shall be maintained in such form as may be prescribed by the Company.

- 19) Appointment to any post in the Company shall be subject to the satisfactory verification of character and antecedents of the person proposed to be appointed.
- 20) All Engineering or Medical Graduates appointed to any post in the Company after the 27th day of January 1955, shall if so requested by the appointing authority, be liable to serve in any defense service or post connected with the defense of India, for a period of not less than four years including the period spent on training, if any.

Provided that such persons shall not:

- a) be required to serve as aforesaid after the expiry of ten years from the date of their appointments, and
 - b) ordinarily be required to serve as aforesaid after attaining the age of 40 years in the case of Engineering Graduates and after attaining the age of 45 years in the case of Medical Graduates.
- 21) Except in a case in which it is provided otherwise an employee of the Company shall being to draw pay and allowance attached to his/her post from the date he/she assumes the duties of that post, and shall cease to draw them as soon as he/.she cease to discharge these duties.
 - 22) Initial pay will ordinarily be fixed at the minimum of the time-scale wherever such time scale has been prescribed for a post. Fixation of pay in excess of the minimum of the time scale, and the grant of advance increments shall require the sanction of the Chairman-Cum-Managing Director.
 - 23) Notwithstanding the provisions of regulation 8(22) :
 - i) “Where an employee holding a post in a substantive, temporary or officiating capacity is promoted or appointed in a substantive, temporary or officiating capacity to another post carrying duties and higher responsibilities than those attaching to the post held by him, his initial pay in the time scale of the higher post shall be fixed at the stage next above the pay nationally arrived at by increasing his pay in respect of the lower post by on increment at the stage at which such pay has accrued.

Provided also that where an employee is immediately before his promotion or appointment to a higher post drawing pay at the maximum of the time scale of the lower post, his initial pay in the time scale of the higher post shall be fixed at the stage in that time scale next above such maximum in the lower post.

When an employee is transferred from one post to another and the appointment to the new post does not involve the assumption of duties or responsibilities higher than those attached to the old post he will draw as initial pay the stage of the time scale

which is equal to his pay in the old post. If there is no such stage, the stage next below that pay plus personal pay equal to the difference. If the minimum pay of the time scale of the new post is higher than his pay in respect of the old post, he will draw that minimum as initial pay.

- 24) Increment in a time scale shall be earned by approved service for the prescribed period in the time scale. Service in a similar or higher post, and all authorised leave on full pay will count for increment in the time scale. An increment shall ordinarily be drawn as a matter of course unless it is withheld. When an increment is ordered to be with held, the order shall state that the period for which it is to be withheld and whether the postponement shall have the effect of postponing future increments also.
- 25) Pay and fixed allowance shall be paid monthly in arrears i.e. the pay and allowances for a month shall be due for payment on the last working day of the month.

9. TRAVELLING ALLOWANCE :

- 1) The grant of traveling allowances to employee of the Company shall be regulated by the Manganese Ore (India) Ltd. (Traveling Allowances) Rules.
- 2) Unless otherwise stated in any individual case, no traveling allowance is admissible for joining the first appointment under the Company.

10.MEDICAL ATTENDANCE AND TREATMENT :

Employees shall be entitled to medical attendance and treatment in the manner prescribed in the Manganese Ore (India) Ltd., (Medical Attendance & Treatment) Rules.

11.HOUSE RENT ALLOWANCE :

Employees employed at Nagpur will be paid House Rent Allowance at 20% of their basic pay.

12.GRATUITY :

Employees shall be entitled to Gratuity in the manner prescribed in the MOIL Employees Group Gratuity from Life Assurance Scheme (linked with the payment of Gratuity Act 1972).

13.THE GRANT OF LEAVE AND JOINING TIME :

The grant of leave to the employees of the Company shall be governed by Manganese Ore (India) Ltd., (leave) Rules 1978.

- a) An employee shall be entitled to joining time to enable him to join a new post to which he is appointed while on duty in another post under the Company, or to join a post on return leave, joining time admissible shall ordinarily be six days, exclusive of Sundays for preparation plus the actual time taken for the journey by the shortest route. When the transfer does not involve any change of station no journey time will be admissible. An employee on joining time shall be regarded as on duty and shall be entitled to be paid.
- i) When on transfer to a new post while on duty, the pay and allowances admissible in the old or the new post, whichever is less; and
- ii) When returning from leave other than extra ordinary leave, the leave salary which was last drawn while on leave.
- b) If an employee takes leave while in transit from one post to an other, the entire period that he spends after handing over charge at the old place of duty till taking over charge at the new place of duty shall be treated as leave of the type due. The company may, in special circumstances, extend the joining time or grant longer period of journey time than admissible under such clause (a) of this regulation. In any case joining time no exceed 15 days (inclusive of Sundays and Holidays).

14.CONDUCT AND DISCIPLINE :

Employees of the Company shall be governed in matters relating to conduct by the Manganese Ore (India) Ltd., (Conduct) Rules, and in matters relating the Discipline by Manganese Ore (India) Ltd., Employees (Disciplinary) Rules.

15.PROVIDENT FUND :

Employee of the Company shall be governed by the provision of the Employees Provident Fund Scheme/ Senior Staff Provident Fund Scheme.

16.INTERPRETATIONS :

On all the questions of interpretation of these regulations the decision of the Board shall be final.

17.DELEGATION :

The Board may delegate necessary powers to the Chairman-cum-Managing Director, who in terms would sub delegate the powers to any other officer or officers of the Company to implement these regulations.

18. MODIFICATION AMENDMENT OR CANCELLATION OF THESE REGULATIONS :

The company reserves to itself the right to modify, amend or cancel any or all of these regulations or orders issued thereunder to give effect to such modifications, amendment or cancellation from such date as it may deem fit.

The other rules, regulations, instructions, manuals and records held by it or under its control is Mines Act 52 and Rules 55, Metalliferous Mines Act 1961 and personnel Manual being maintained which is a compilation of Policies and Rules related to Human Resources in respect of MOIL which is of following nature.

- a) Personnel and Administration
 - i) Recruitment & Promotion Rules
 - ii) Conduct Rules
 - iii) Standing Orders for Mines/Establishments/Projects
 - iv) Disciplinary Procedure
 - v) Grievance Procedure
 - vi) Leave Rules
 - vii) Study Leave Rules
- b) Welfare
 - i) Residential Quarters/Allotment Rules
 - ii) House Building Advance Rules
 - iii) System for issue of Dresses to employees
 - iv) MOIL employees creativity Award Scheme
 - v) Scheme for Reimbursement of Tuition Fees for Employees Children
 - vi) Scheme for Award of Scholarship to Meritorious students.
- c) Allowances
 - i) Employees Traveling Allowance Rules
 - ii) Leave Travel Concession Rules
 - iii) Conveyance Rules
 - iv) Employees Medical/Attendance Rules
 - v) Employees Overtime Allowance Rules
- d) Senior Staff Provident Fund Trust Deed and Rules
- e) Employees Pension Scheme
- f) Employees Group Gratuity-cum-Life Assurance Scheme