



## **HR POLICY**

**Networked Elements of Security and Trust Ltd.**  
**(NEST)**

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## **1. HR Policy Statement**

**1.1** This handbook is intended to provide you with a general understanding of our basic Human Resource policies. You are encouraged to familiarize yourself with our policies, as they will answer many common questions concerning your employment with us.

**1.2** Our HR Policies cannot anticipate every situation or answer every question about employment. They are not employment contracts and are not intended to create contractual obligations of any kind. Neither the employee nor the company is bound to continue the employment relationship if chooses, at its will, to end the relationship at any time.

**1.3** To retain necessary flexibility in the administration of policies and procedures, the company reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook at any time.

## **2. Company Overview**

**2.1** **Networked Elements of Security and Trust Ltd. (NEST)** was formed on February 2011. Our Company started with a view to ensure Security to the persons and their properties who feels to be secured from all adversity. We aimed to do our best to provide them the best of our services they need at a competitive price.

**2.2** Our main business office is located at Mirpur, Dhaka, and zonal office at Chittagong. Besides our office we plan to ensure better services from all our locations, we want to provide superior customer service with professionalism.

## **3. Recruitment Policy**

### **3.1 Sourcing**

**3.1.1** During sourcing, the company will try to ensure that a variety of channels are used so that as wide a pool of candidates as possible can apply for the position. The company will advertise and/or take services from recruitment agency/internal reference/technical school in case of external sourcing.

**3.1.2** Where we decide to engage the services of a recruitment agency as part of the sourcing process, we will seek to select a reputable and professional agency with similar values and diversity programs in place. The agency will understand they are expected to submit a diverse candidate pool and will be asked to provide documentation on both activity and reasons for any inability to supply a diverse candidate pool.

### **3.2 Application Procedure**

Selected application procedures should not present any barrier to either internal or external applications. E.g. qualified and eligible employees/candidates who wish to apply for a posted position should be able to apply, provided they meet the stated requirements for the position



(and in accordance with any internal posting requirements) regardless of any potential impairment, access to relevant IT systems etc.

### **3.3 Proceeding to Interview**

Before proceeding to interview, the candidate list should be reviewed to confirm it provides a diverse candidate pool and is in line with any diversity ambition set within the group.

### **3.4 Interviewing**

**3.4.1** If an interviewing panel is to be used, it must be constructed to ensure that any bias that could be present in a single sex or ethnic origin panel is removed.

**3.4.2** If testing tools are to be used as part of the interview process, then assurance should be sought from the relevant provider that these have been normalized to ensure no inherent bias is present in the product/tool used.

### **3.5 Decision to Offer**

Candidates interviewed by the recruiting department will be notified of the outcome of the interview process. Such notification will be the responsibility of the recruiting department and will be monitored by Human Resources.

### **3.6 Anti-Harassment and Anti-Discrimination**

**3.6.1** NEST is strongly committed to fairness and equal opportunity in employment. The company is welcoming, responsive, and respectful of all individuals. The company will not discriminate any application or any candidate during the process based on gender, race, religion, ethnicity, age, disability, sexual orientation, or medical record. The company will not conduct pregnancy test to its female candidate's during recruitment & selection process.

**3.6.2** In addition, unlawful harassment, intimidation, threats, coercion, discrimination, or retaliation in any other form in relation to recruitment & selection is strictly prohibited.

**3.6.3** If an employee has any questions about the Company's policy on fair recruitment & selection policy & equal employment opportunity, the Company encourages the employee to talk to his or her Supervisor, Department Head, and the Human Resources Representatives.

**3.6.4** Any conduct or action inconsistent with the Company's commitment to this recruitment & selection policy should be reported to the Human Resources Manager. Any supervisor or manager who receives such a complaint (whether formal or informal) must report the complaint to Human Resources Manager.



### **3.7 Equal Employment Opportunity**

**3.7.1** It is the policy of NEST to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age or genetics. This policy extends to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training.

### **3.8 Category of Employees**

**3.8.1 Regular:** An employee hired to fill a permanent core position and who has satisfactorily completed the two years' service. A regular employee shall be employed for longer period occupying core positions which at least required for NEST to be Sensitivity: Internal continued as an organization under the terms and conditions laid down in the Personnel Policy Manual and shall be entitled to salary and all benefits maintained by NEST under this Rule. The core positions are required to show highest commitment and agree to work during any crucial situation of the company.

**3.8.2 Contractual:** Contractual employees appointed for a specified length of time to perform a specific task under a contract negotiated and include a project employee. Terms and conditions of such employment shall be guided by the contract negotiated for this purpose.

**3.8.3 Consultant:** A specialist hired for a specific time & task bound assignment of technical or professional nature under a contract negotiated detailing clear terms and conditions. Such employees are not entitled to any NEST regular benefits other than those detailed in the contract.

**3.8.4 Casual:** An employee hired on a temporary / daily basis to perform subordinate job and whose pay is negotiated on a case-by-case basis under the following conditions:

- At the end of his/her day's/week's/month's work, s/he should be paid his/her wage, as fixed before assigning the job.
- Written appointment letters will be issued for casual hiring.
- The Recruitment Department will issue the contract letter for casual staff. No formal recruitment process is required here.
- Moreover, NEST may also appoint casual staff for any business venture detailing terms & conditions as mentioned in the contract letter. The provisions of regular employment of NEST Personnel Policy will not be applicable in this case.

### **3.9 Anti-Child Labor**

**3.9.1** Company must not employ any person under the age of eighteen years at the workplace. Company prohibits the use of child labor at all its units. No child shall be employed or permitted to work in any occupation or establishment.



- No child or adolescent shall be employed or permitted to work in any occupation or establishment.
- No person, being the parent or guardian of a child, shall make an agreement to allow the service of the child to be utilized in any employment.
- If any question arises as to whether any person is a child or an adolescent, the question shall, in the absence of a certificate as to the age for inspector for decision to a registered medical practitioner.
- A certificate as to the age of a person granted by a registered medical practitioner shall be conclusive evidence as to age of the person to whom it relates.
- At the beginning of any recruitment, candidates must submit due national ID card/ birth certificate/ SSC certificates for age verification.
- These documents must be preserved for any audit or any future reference.

**3.9.2** All employees should remain vigilant that no child labor is employed in any location of NEST and shall ensure that no agreement is made with parent or guardian to allow service of a child. Nonetheless, if a child is found working in any location of NEST, the following shall be done:

- The child shall be removed from the work area right away to ensure his/her safety and shall be taken to HR. The HR will immediately check necessary documents (birth certificate, educational certificate/school certificate, and/or national ID card) from personal file to confirm age of the said person. If the said person is found to be a child, then the child will be handed over to his/her parents or guardian.
- HR will inform the matter to respective location disciplinary committee. The disciplinary committee will identify how the child labor has entered the facility without proper concern of authority and shall take necessary actions if any. In addition, location HR shall identify gaps in the hiring process and implement a corrective action plan.

### **3.10 Probation Period**

**3.10.1** 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 their expectations. All new and rehired employees work on a probationary basis for the first 06 (six) months after their date of hire. The company uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the company may end the employment relationship at any time during or after the probationary period, with or without cause or advance notice.

**3.10.2** Any significant absence will automatically extend a probationary period by the length of the absence. If the company 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.

**3.10.3** During the period of probation, an employee shall not be eligible for any leave except sick leave for a maximum of 3 days/month. The period of such leave may be extended on the



production / submission of medical certificate by the employee. Failure to submit medical certificate may lead to deduction from salary for days of absence beyond the first three days.

#### **4. Work Hours**

Following are the basic guidelines for office working hours, besides which 'office order' will be issued for further clarifications.

**4.1 Office Hours:** NEST office hours are Saturday to Thursday from 0900 to 1300 and 1400 to 1800 hrs. Full-time staff will work 48:00 hours per week excluding one hour lunch & prayer break. There shall be a break of one hour from 1300 to 1400 hours for lunch and prayer.

**4.2 Late Arrivals:** Late arrival may be allowed up to 0930 hours. More than three late arrivals in a month would result in the deduction of proportionate monthly salary.

#### **4.3 Work Outside of Normal Office Hours/Compensation Time:**

**4.3.1** Staff members who are required to work extra time, but are not entitled to overtime, may be entitled to claim compensation time. Compensation time is intended to ensure that employees have adequate time for relaxation to avoid burnout, and to deal with personal matters. Such extra working hours must be authorized by the concerned supervisor and approved by the MD.

**4.3.2** Staff members who work during Government stated public holidays / weekends on an out-of-station visit are entitled to compensatory leave for the days.

**4.3.3** Employees working after office hours or Government stated public holidays / weekends for the special needs of the company are entitled to compensatory leave for the days.

**4.3.4** Employees are encouraged to take compensation time off as soon as possible after working the extra hours. Compensation time should generally be taken within 60 days of the extra work or along with the festival or annual leave through negotiation and authorized by the concerned supervisor and approved by the MD. Supervisors should try to ensure that staff members are not being required to put in extensive extra time without opportunity to take some time off. Sensitivity: Internal

#### **4.4. Absence from Work**

**4.4.1** An employee who is absent without permission will have a proportional salary deduction except in cases of extenuating circumstances as authorized by the Managing Director (e.g., emergency, accident, serious illness).

**4.4.2** Recurring absence without permission is grounds for disciplinary action, including dismissal.

**4.4.3** An employee needs to take half a day off or go out office for some times for his personnel requirements, must take permission from concerned supervisor and approved by the



MD. Leaving office without permission will have a proportional salary deduction except in cases of extenuating circumstances as authorized by the Managing Director.

#### **4.5 Time record**

**4.5.1** The employees will punch fingerprints on access control device while entering and exiting the office. Entry and exit time not confirmed through fingerprint will be treated as absent.

**4.5.2** When NEST appointed guards under staffing, the guards' duty will be distributed through monthly roaster. In addition to that they will sign an attendance sheet (in case staff as guard).

**4.5.3** Staff who are eligible for overtime, the respective HR officer through their monthly time sheet calculates the additional hours work. At the end of the month, the time sheet will be forwarded to the finance section for payment after getting approval.

**4.5.4** The attendance register should be reviewed before paying monthly salary. The respective HR section will ensure that the employees sign on the register regularly. If any deviation is observed, the HR Manager shall inform the respective staff supervisor immediately of necessary action.

#### **4.6. Secondment**

**4.6.1** A NEST staff member may be transferred anywhere within NEST's working area or may be deputed to any position in the interest of the Company. In such events the staff member's personal circumstances will be considered in the decision.

### **5. Employee Compensation**

#### **5.1 Salary and Wages**

**5.1.1** Salary means payment for work, made to an employee with an employment contract, usually done in the form of monthly cash or cheque payment. Wages means remuneration or earnings, capable of being expressed in terms of money, which are payable to an employee under a contract of service and includes cost of living allowance paid to an employee.

#### **5.2 Salary Payments**

**5.2.1** Previous month's salary is paid within the first ten days of the month. Salaries are paid in Bangladeshi Taka. In special cases, salary may be paid on an earlier date on festival or any other justifiable reason.



### **5.3 Annual Increment**

**5.3.1** Annual increment will be considered based on employee performance. Linked to employee's performance – superior performance shall be rewarded while average or below average performance shall be discouraged. Continued below average performance may ultimately lead to employee termination. A staff member's performance shall be reviewed annually.

### **5.4 Salary Adjustments and Pay Scale Review**

**5.4.1** Salaries will be reviewed as required by the management. Adjustments to the salary structure shall consider the cost of living. The Managing Committee shall have the authority to adjust salary as and when required.

**5.4.2** Salary reviews shall be contingent upon satisfactory performance as determined by the employee's supervisor.

**5.4.3** Salaries shall be periodically reviewed and compared with other organizations of a similar nature and size to make sure that NEST's salaries remain fair and competitive.

### **5.5 Promotion**

**5.5.1** An employee shall be eligible for consideration of promotion to the next higher post on completion of a minimum of two years satisfactory services in the existing / current position and if found suitable for promotion, and subject to the availability of post and satisfactory performance evaluation.

**5.5.2** All promotions shall be made based on merit. Due consideration shall, however, be given to seniority though seniority may not work as the only criteria.

**5.5.3** On promotion the employee shall be provided with a new job description and a revised salary.

### **5.6 Overtime**

**5.6.1** Payment for overtime applies to support staff members like (Driver, messenger/peon and cleaner) who are required to work, from time to time by their supervisor, extra hours during the working week, weekends, or public holidays. However, supervisors are expected to minimize the need for overtime.

**5.6.2** Concerned staff should note the time at source and the destination in case of use of vehicle during overtime period.

**5.6.3** The working hours of the support staff i.e. peon, driver, cleaner shall be 48 hours per week. A staff member required to work beyond the permissible limit during weekdays, weekends and on public holidays shall be entitled to overtime.





## **5.7 Income Taxes**

**5.7.1** NEST shall observe the Republic of Bangladesh Government laws and regulations that apply to taxation of staff income. In accordance with the national laws, NEST will make the statutory income tax deductions at source from employees' monthly salaries and direct them to the appropriate government department.

**5.7.2** Each employee shall be provided with a monthly pay slip showing the amount of deductions from his/her salary for tax purposes. NEST will submit full income tax payment to the GOB and copy all relevant documents to all staff whose tax has been deducted at source by NEST. The deducted tax will be submitted to the government treasury generally on monthly basis.

**5.7.3** However, submission of annual tax return and obtaining clearance from the NBR is the responsibility of the employee. Any staff member wishing to receive a tax rebate from the GOB shall directly submit his / her supporting original investments documents, medical certificates, rental agreements etc. to the concerned tax authorities. NEST has no responsibility in this regard and is not able to assist the staff members in the preparation of their tax returns.

## **5.8 Salary Advances**

**5.8.1** Advance of salary may be paid in extenuating circumstances at the discretion of the Managing Director. In the case of MD, the Board will approve the advance.

**5.8.2** If granted, in case of project-wise contractual staff, the amount of advance shall not exceed the pro rata salary for days already worked in that month.

**5.8.3** Written request shall have to be submitted for salary advance. This request will be retained in the salary file and copy in the personnel files once MD approves that.

## **6. Benefits**

### **6.1 Festival Bonus**

**6.1.1** Employee will be entitled with two individual Bonuses on two Eid festivals. Being eligible employees despite their religion and cast will get this bonus. The mentioned bonuses will be equivalent to basic salary or 50% of gross salary. It is mentionable that Employee will not be entitled with full bonus before the completion of one year from the joining date. Employees who have completed 06 months job and yet to complete one year will be awarded 25% of gross salary as bonus. The bonus will be paid separately before the festival.

**6.1.2** Employment of a staff member terminated on disciplinary grounds shall not be entitled to receive bonus.



## 6.2 Gratuity

6.2.1 NEST shall observe the following law of the Bangladesh Government calculate the Gratuity:

Sr No	Chapter	Chapter Heading	Clause No	Describes	Remarks
2	I	Definitions	Serial 10	“gratuity” means the wages of at least 30 (thirty) days, at the rate of the wages a worker received last, for every completed year of his service or for a period of his service exceeding 06(six) months or, in the case of his service of more than 10 (ten) years, the wages of 45 (forty five) days at the rate of the wages he received last, which is payable to such worker on the termination of his employment; this shall be in addition to any compensation, or wages or allowance in lieu of a notice, payable by an employer because of termination of employment of a worker on different grounds under this Act;]	Gratuity is mandatory for private limited companies.

## 6.3 Workplace Insurance

6.3.1 Employees will be entitled to workplace insurance after successful completion of the provision period.

6.3.2 HR department of NEST will ensure the process of enrolling the name of concerned staff in insurance list. The individual will be apprised by the HR manager regarding the coverages and other terms & conditions of the insurance policy.

## 6.4 Medical Subsidy Facility

6.4.1 All NEST employees will be entitled to the medical subsidiary facility from the first day of their joining the company.

6.4.2 Any employee getting sick or injured due to an accident during their work will be compensated by full or partial subsidy.

## 7. Leave and Holiday

7.1 Leave and Holiday with pay is available to employees to provide opportunities for rest, relaxation, and personal pursuits. The amount of paid vacation time an employee receives each calendar year will be communicated at the beginning of the calendar year.



7.2 NEST practice the following clauses of 'Bangladesh Labor Act - 2006' to calculate the leave and holidays:

Sr No	Chapter	Chapter Heading	Clause No	Describes	Remarks
1	IX	Working Hour and Leave	103	<b>Weekly holiday.</b> Every worker employed in an establishment - (a) shall be entitled to 1 (one and a half) day holiday in a week in the case of a shop or commercial establishment or an industrial, establishment and 1 (one) day in a week in the case of a factory and establishment. (b) shall be entitled to one day of twenty-four consecutive hours holiday in a week in the case of road transport establishment, and no deduction shall be made from his wages on account of such holidays1[;] 2[(c) no deduction shall be made from the wages of a worker for any holiday under the aforesaid clauses (a) and (b).]	<b>04 days</b> with full salary in every calendar month.
			115	<b>Casual leave.</b> Every worker shall be entitled to casual leave for 10 (ten) days with full wages in a calendar year, and if such leave is not availed for any reason, it shall not be accumulated, and the leave of any year shall not be availed in the succeeding year: Provided that nothing in this section shall apply to a worker employed in a tea plantation.	<b>10 days</b> with full salary after completion of probation period. For completing each 01 (one) month the employee will avail 0.8 (zero point eight) day casual leave.
			116	<b>Sick leave.</b> (1) Except a newspaper worker, every worker shall be entitled to sick leave with full wages for 14 (fourteen) days in a calendar year.	<b>14 days</b> with full salary after completion of probation period.
			117	<b>Annual leave with wages.</b> (1) Every adult worker who has completed 1 (one) year of continuous service in an establishment shall be allowed during the following period of 12 (twelve) months' leave with wages for days calculated on the basis of the works of the preceding 12 (twelve) months at the following rate, namely: (a) 1 (one) day for every 18 (eighteen) days of work, in the case of a shop or commercial or industrial establishment or factory or road transport establishment;	<b>16 days</b> with full salary after completion of full one year of service.
			118	<b>Festival holidays.</b> (1) Every worker shall	<b>11 days</b> with full



				be allowed in a calendar year 11 (eleven) days of festival holiday with wages. (2) The employer shall fix the day and dates of such leave in such manner as may be prescribed by rules. (3) A worker may be required to work on any festival holiday, but 2 (two) days compensatory holidays with wages and a substitute holiday shall be provided for him in accordance with the provisions of section 103.	salary after completion of full one year of service..
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**7.3 Maternity and Paternity Leave**

**7.3.1** As per the Bangladesh labor law 2006 clause 46 any female employee served 06 (six) months will get total 16 weeks maternity leave with benefits.

**7.3.2** Paternity Leave for the biological father is up to 07 (seven) days. The purpose of this leave is to provide care for his newborn child. This leave is requested to be availed within 03 (three) months of baby’s birth and can be availed in splits.

**7.4 General Procedure on Availing Leave**

**7.4.1** To take leave/vacation, employees must request advance approval by submitting ‘leave application’ at least 07 (seven) days before taking leave. Requests will be reviewed based on a few factors, including business needs and staffing requirements. Individuals will be allowed avail to leave only after the approval of his/her application from Company Management.

**7.4.2** Leave applications will only be considered once the employee has 03 (three) months of continuous service (unless otherwise identified). The employee must ensure that their leave application (except sick leave) has been approved before commencing on leave. Failure to do so will result in Loss of Pay. In case of absence because of sickness leave application to be submitted immediately on the day of resumption of duty.

**7.4.3** During probation period employees are not entitled to leave. However, if someone takes any leave then it will be considered without pay.

**7.4.4** Leave pay is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation.

**7.4.5** If available leave is not used by the end of the year, employees will forfeit the unused time as permitted by law.

**7.5 List of Holidays**

**7.5.1** A list of holidays will be circulated at the beginning of the year by HR Department.



**7.5.2** In addition to this employee is entitled to avail 2 days of restricted holidays that can be used during their relevant festivals.

## **7.6 Leave without Pay**

**7.6.1** Without pay leave is granted only in exceptional circumstances approved by the Department Head and only after all the annual leave entitlement has been used up.

**7.6.2** Weekends and national holidays in between the leave are included in the calculation of the number of days of absence.

## **7.7 Compensatory Leave**

**7.7.1** In case an employee is required to work on Friday or in National Holidays, they are eligible for compensatory leave. An employee will be eligible for compensatory leave only if he/she has worked 6 hours on the holiday.

**7.7.2** Compensatory leave will be provided at the discretion of the respective Department Heads. Employees are required to get the confirmation from the respective heads and submit it to HR the day before working.

**7.7.3** Compensatory leave must be taken within 8 weeks from the day, failing which they will be deemed as lapsed.

## **7.8 Unplanned Leave**

**7.8.1** Employee is requested to avoid taking unplanned Leave. If an employee is taking unplanned leave due to unavoidable circumstances, they are advised to call the reporting Manager and inform him of his inability.

**7.8.2** An employee who is on leave without informing his supervisor for more than 2 days should meet the respective heads and HR before and give proper reason and apologies before presuming his/her work.

## **8. Performance Evaluations and Compensation**

**8.1** Performance evaluations are conducted at the end of an employee's probationary period, to discuss job responsibilities, standards, and performance requirements. Additional formal performance reviews are conducted to provide both the company and employees the opportunity to discuss job tasks, identify and correct performance deficiencies, encourage, and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

**8.2** The performance of all employees is generally evaluated according to an ongoing 12 (twelve) months cycle. The review will be conducted by the employee's supervisor/reporting boss and will be confidential.



**8.3** Merit-based pay adjustments may be given to recognize truly superior performance and shall be at the sole discretion of the company.

## **9. Grievance Procedure**

**9.1** Although the Company always wishes to maintain good working relationships, occasionally misunderstandings or grievances will arise. It is in the Company's best interests to resolve an individual's grievance fairly, promptly and at the earliest possible stage whilst maintaining constructive working relationships.

**9.2 First Instance:** An employee who feels s/he has a problem or grievance should in the first instance discuss it with their immediate manager and try to resolve any of it on an informal basis. In instances whereby the employee wishes to raise a grievance against their reporting boss, employees are instead required to raise the grievance with the HR Department. If the grievance is not handled to their satisfaction, then the following steps should be followed:

- The problem/grievance should be put in writing within seven days to their immediate manager (or the human resources department if the grievance is against their line manager).
- If they are dissatisfied with their manager's decision (or human resources if appropriate), the issue can be referred to the next level of management, and ultimately to the human resources director whose decision is final.
- At all the above stages the individual has the right if s/he wishes to be accompanied by a fellow Company employee or an appropriately qualified trade union representative. If it becomes necessary to put a grievance in writing, then at each stage the manager concerned must give an answer normally within ten working days. If no answer is received or the answer is unsatisfactory, the grievance should then proceed to the next level of management.
- The grievance procedure is in place for the employee's benefit - and they should not be discouraged from using it. If an employee feels strongly about an issue or problem that has arisen, it is in the mutual interest of the Company and employee to settle any misunderstanding as quickly as possible and to take into account all points of view in order to reach a fair decision.

**9.3 Appeals:** It should be noted that appeals arising from disciplinary decisions should be taken up within the disciplinary procedure and should not be progressed through the procedure above. Health and safety grievances should be addressed directly to the facilities/admin manager and will be treated separately.

**9.4 Follow Up:** It is important that a follow-up interview should be carried out after a grievance has been settled to ensure that it has been successfully resolved. In addition, if some



form of action was agreed, the manager concerned will need to check that this has been taken and achieved the desired effect.

## **10. Forced Labor**

**10.1** Forced labor refers to situations in which persons are coerced to work using violence or intimidation etc. This policy procedure will be applicable to all management and non-management members of NEST. There is a zero-tolerance policy towards its breach.

**10.2** No employee is made to work against his/her will or work as bonded/forced labor, or subject to corporal punishment or coercion of any type related to work. Employees must be employed voluntarily and without threat of penalty of any kind. Debt bondage, indentured labor, trafficked labor, and the use of prison labor are all forms of forced labor. "Forced labor" is bonded, indentured, trafficked, or prison labor regardless of the local law. All work or service that a person has not offered to do voluntarily and is made to do under the threat of punishment or retaliation or is demanded as a means of repayment of debt is considered forced labor.

**10.3 Unfair labor practices on the part of employers:** As per the BLL 2006 Section No 190, no employer or trade union of employers and no person acting on their behalf shall:

- impose any condition in a contract of employment seeking to restrain the right of a person who is a party to a such contract to join a trade union or continue his membership of a trade union; or
- refuse to employ or refuse to continue to employ any person on the ground that such person is, or is not, a member or officer of a trade union; or
- discriminate against any person regarding any employment, promotion, condition of employment or working condition on the ground that such person is, or is not, a member or officer of a trade union; or
- dismiss, discharge, remove from employment or threaten to dismiss, discharge, or remove from employment a worker or injure or threaten to injure him in respect of his employment by reason that the worker is or proposes to become, or seeks to persuade any other person to become a member or officer of a trade union, or participate in the promotion.
- induce any person to refrain from becoming, or to cease to be a member or officer of a trade union, by conferring or offering to confer any advantage on, or by procuring or offering to procure any advantage for such person or any other person.
- compel or attempt to compel any officer of the collective bargaining agent to sign a memorandum of settlement or arrive at a settlement, by using intimidation, coercion, pressure, threat, confinement to a place, physical injury, disconnection of water, power, and telephone facilities and such other methods.

**10.4 Unfair labor practices on the part of workers:** As per the BLL 2006 Section No 191, the worker shall engage himself in any trade union activities during his office hours without the permission of his employer:



- Provided that nothing shall apply to the trade union activities of the president or the General Secretary of a trade union which is the collective any committee, negotiation, conciliation, arbitration, or proceeding under this Act, and the employer has been duly informed of such activities.

No worker or trade union of workers and no person acting on behalf of such trade union shall:

- intimidate any person to become, or refrain from becoming, or to continue to be, or to cease to be a member or officer of a trade union; or
- induce any person to refrain from becoming, or cease to be a member or officer of a trade union, by conferring or offering to confer any advantage on, or by procuring or offering to procure any advantage for, such person or any other person; or
- compel or attempt to compel any worker to pay, or refrain from paying, any subscription towards the fund or any trade union by using intimidation, coercion, pressure, threat, confinement to a place, physical injury, disconnection of telephone, water or power facilities or such other methods; or
- compel or attempt to compel the employer to sign a memorandum of settlement or to accept or agree to any demand by using intimidation, coercion, pressure, threat, confinement to or ouster from a place, dispossession, assault, physical injury, disconnection of telephone, water or power facilities or such other methods; or
- commence, continue an illegal strike or a go-slow; or instigate or incite others to take part in an illegal strike or a go-slow.

**10.5 Freedom of Movement:** Employees can move to all the freely accessible areas throughout the company premises (e.g. toilet, dining, prayer area, drinking water/tea, etc.)

**10.6 Monitoring & Audit:** periodic assessment will be crucial. The HR department and internal compliance team can undertake random checks of records annually.

## **11. Freedom of Association**

**11.1** As per the BLL 2006 Section No 175, a person employed as a member of the watch and ward or security staff or fire-fighting staff or confidential assistant or telex operator or fax operator or cypher assistant or any establishment are not included in Trade Union. However, the employees of NEST are allowed to engage themselves in any welfare associations which otherwise are not conflicting with the Bangladesh Labor Law and NEST interests.

## **12. Disciplinary Procedures**

**12.1** Disciplinary procedures are concerned with the staff member's ability in job performance and issues of an employee's unacceptable behavior. Disciplinary procedures are serious because they may lead to an employee being dismissed. The procedures in this section should therefore be followed carefully to ensure that no one is treated unfairly. Judgements about other people's behavior may vary from one person to another, and it is, therefore, especially important to be confident that discipline is the appropriate action to take.





## **12.2 Responsibility**

**12.2.1** Each employee's immediate supervisor is responsible for minor disciplinary matters. However, any behavior that requires the supervisor to initiate disciplinary action, the employee should be reprimanded by the Managing Director, and put in writing on the employee's file.

**12.2.2** Serious matters of unacceptable behavior or repetition of incidents of minor indiscipline after oral warning, the matter should be referred to the Manager - HR for appropriate action.

**12.2.3** Behavior serious enough to require dismissal should be referred instantly to the Managing Director. No one except the Managing Director, or the Acting MD in his/her absence, has the authority to initiate disciplinary action against staff members. However, the Managing Director is encouraged to call upon the Committee or individual members of the Committee for advice and support when dealing with disciplinary matters.

## **12.3 Verbal Warning**

**12.3.1** At the first incident of undesired behavior or a minor offence that requires discipline, the supervisor should give the employee a verbal warning after giving a personal hearing to the staff member.

**12.3.2** The employee should be invited to attend a personal hearing with their supervisor, and the purpose of the interview should be made clear to him /her at the time the hearing is arranged.

**12.3.3** Before the warning is officially given the employee should be given an opportunity to explain his / her conduct. If the explanation is considered reasonable, the supervisor should take it into account.

**12.3.4** The oral warning should include a detailed explanation of the behavior that is considered unacceptable, details of the improvement that is required (if appropriate) and making it clear to the staff member that details of the warning shall be recorded in the employee's personnel records. After three oral warnings for the same or similar behavior an employee will be given a written warning.

## **12.4 Written Warning**

**12.4.1** A written warning may be given either:

- if there is further incident of the same or similar nature within six months of the third oral warning being given; or
- if the first incident of unacceptable behavior is serious enough to bypass the verbal warning stage.



**12.4.2** The staff member should be invited to attend a personal hearing with their supervisor, and the purpose of the hearing should be made clear to him / her at the time the hearing is arranged.

**12.4.3** The staff member should be informed clearly what behavior has caused the disciplinary proceedings and be given an opportunity to explain his / her behavior. The supervisor should then decide whether to continue with the warning or not.

**12.4.4** The written warning should include a detailed explanation of the behavior that is considered unacceptable; the improvement that is required; how the behavior will be monitored and by whom; and when the behavior will be reviewed again. A copy of the written warning should be placed in the employee's personnel file.

## **12.5 Investigation team**

**12.5.1** A team composed of representatives from Project, Finance & Administration section will investigate all cases of misconduct.

## **13. Termination**

**13.1** Unfortunately, termination of employment is an inevitable part of personnel activity within any company, and many of the reasons for termination are routine.

**13.2** Since employment with the company is based on mutual consent, both the employee and the company have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable Bangladesh labor law 2006.

**13.3** It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of company property.
- Falsification of timekeeping records, the application form, or any other company records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer leased or owned vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Negligence or improper conduct leading to damage of employer leased or owned property or customer property.
- Insubordination or other disrespectful conduct.
- Sexual or other unlawful harassment.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- Excessive absenteeism or any absence without notice.



- Unauthorized disclosure of business "secrets" or confidential information.
- Unsatisfactory performance or conduct.
- Gambling in the workplace or on company premises.
- Failure to immediately report a work-related injury.
- Misuse of company funds/money/equipment/property.

#### **14. Non-Disclosure**

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

- Customer lists.
- Financial information.
- Marketing strategies.
- New materials research.
- Proprietary product processes.
- Research and development strategies.
- Technological data.

**14.2** Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Any employee who discloses trade secrets or confidential business information will be subject to disciplinary action, even if he or she does not actually benefit from the disclosed information.

#### **15. Conclusion**

**15.1** The HR Policy is the basic guideline of the company. All personnel must follow and abide by this policy. Any confusion or queries individuals must contact the HR Manager. However, this policy may be reviewed and modified as pre the change of government rules and institutional practices.