



**SENCO GOLD**  
**ANTI SEXUAL HARASSMENT POLICY**

**SENCO GOLD LIMITED**

**CIN: L36911WB1994PLC064637**

**Registered & Corporate Office:**

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Unit no. 1001, Kolkata- 700017, West Bengal, India

ANTI SEXUAL HARASSMENT POLICY

**SENCO GOLD LIMITED**

## INTRODUCTION

SENCO GOLD LIMITED (hereafter referred to as “**SENCO/Company**”) is an equal employment opportunity company and is committed to creating a healthy working environment that enables Employees to work without fear of prejudice, gender bias and Sexual Harassment. SENCO believes that Sexual Harassment at the work place and/or other than Workplace is a grave offence and is, therefore, punishable.

SENCO also believes that all Employees, including other persons who have dealings with the Company have the right to be treated with dignity.

### 1. OBJECTIVE

This policy and matters stated herein (“**Policy**”) has been developed with the purpose to define actions, which may be termed as “Sexual Harassment”, and the corresponding disciplinary measures that may be used by SENCO to deter the occurrence of such actions.

- This Policy follows the directive of the Supreme Court of India to develop and implement a policy against Sexual Harassment at workplace and the provisions under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (the “**Act**”).
- With this Policy we aim to follow a permanent mechanism for prevention of and redressal of Sexual Harassment at SENCO.
- With this Policy we aim at creating an environment free from Sexual Harassment and other acts of gender related violence at SENCO.

### 2. SCOPE

The Policy is applicable against Sexual Harassment which may have taken place within the SENCO premise or outside the Workplace of SENCO and made by an Employee of SENCO against another Employee of SENCO

### 3. DEFINITIONS

In this Policy a word or phrase to which a meaning has been assigned in Section 4.0 on definitions has that meaning, unless the context is otherwise indicated:

#### 3.1. Sexual Harassment

**For the purpose of this Policy "Sexual Harassment" shall mean the following:**

One or more of the following unwelcome acts or behavior (whether directly or by implication) namely:

- (i) Physical contact and advances; or
- (ii) A demand or request for sexual favours; or
- (iii) Making sexually coloured remarks; or
- (iv) Showing pornography; or
- (v) Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

Additionally, the following circumstances, among other circumstances, if it occurs or is present in relation to or connected with any act or behavior of Sexual Harassment may amount to Sexual Harassment:

- (i) Implied or explicit promise of preferential treatment in her employment; or
- (ii) Implied or explicit threat of detrimental treatment in her employment; or
- (iii) Implied or explicit threat about her present or future employment status; or
- (iv) Interference with her work or creating an intimidating or offensive or hostile work environment for her; or
- (v) Humiliating treatment likely to affect her health or safety.

### **3.2. Employee**

"Employee" means any person employed at the workplace for any work on regular, temporary, *ad hoc* or daily wage basis employed with SENCO, directly/through an agent including a contractor, with or without the knowledge of the principal employer, whether for remuneration or not, or working on voluntary basis or otherwise, whether the terms of employment are express/implied and includes a co-worker/ contractor / probationer/ trainee / apprentice or called by any other such name.

### **3.3. Complainant**

Any female Employee who alleges to have been subjected to any act of sexual harassment mentioned in clause 4.1 in this policy.

### **3.4. Respondent/ Alleged Accused**

The male Employee against whom the Complaint has been raised.

### **3.5. Employer**

Means:

(a) Any organization, undertaking, establishment, enterprise, institution, office, branch or unit of SENCO, the head of that department, organization, undertaking, establishment, enterprise, institution, office, branch or unit or such other officer as designated by SENCO.

(b) in any Workplace not covered in (a) above, any person responsible for the management, supervision and control of the Workplace. The term "management" includes the person or board or committee responsible for formulation and administration of policies for SENCO.

(c) in relation to Workplace covered under (a) and (b) above, any person discharging contractual obligations with respect to his or her Employees.

### **3.6. Complaint/Grievance**

An official statement over something believed to be wrong or unfair- allegation or concerns raised by a Complainant or others about impact on ability to execute deliverables feeling uncomfortable, wanting to stop actions or events mentioned in clause 4.1 in this Policy.

### **3.7. Internal Complaints Committee (ICC)**

This is a mandatory council in an establishment employing 10 or more Employees, to be appointed by an order in writing. It has the powers of a Civil Court under the Civil Procedure Code, 1908, for summoning, production of documents etc. Half of the membership in ICC should be women. It is the responsibility of ICC to prepare and submit an annual report to the Employer and the District Officer. ICC may be constituted at all or any offices, branch and administrative units of SENCO as may be required to give effect to this Policy.

### **3.8. Local Complaints Committee (LCC)**

Local Complaints Committee works at the district level to govern the complaint mechanism of the ICC appropriately. It works as a redressal mechanism if the Employee is reluctant to lodge Complaint against the Employer despite the presence of independent member in the ICC.

### **3.9. Member**

- **Internal Member:** Is a person from SENCO who is part of the Internal Complaints Committee
- **External member:** Is a person NOT associated with SENCO and/or any of its' subsidiaries / associate companies from a non-governmental organization or association committed to the cause of women or a person familiar with the issues relating to sexual harassment.

### **3.10. Presiding Officer/Chair Person**

Nominated senior woman Employee from the workplace/other administrative units/office/ organization to head ICC. She will be responsible for the upkeep of the ICC.

### **3.11. Conciliation**

A settlement or compromise agreement between Complainant and alleged accused (charged of Sexual Harassment or violation of any parameters as provided in this Policy) in presence of ICC. Such settlement or compromise agreement evidences an acknowledgment of past wrongdoing and an intention to correct the consequences of the past actions and to desist from future violations.

### **3.12. Workplace**

Means:

(i) Any department, organization, undertaking, establishment, enterprise, institution, office, branch or unit which is established, owned, controlled by SENCO;

(ii) Any place visited by the Employee arising out of or during the course of employment including transportation provided by SENCO for undertaking such journey.

### **3.13. Disciplinary Authority**

The person/ people who will be responsible/ will ensure the execution of disciplinary action recommended by the ICC. The Managing Director of SENCO shall be the Disciplinary Authority under the Policy.

## **INTERNAL COMPLAINTS COMMITTEE (ICC)**

The Act requires "Every employer of a workplace shall, by an order in writing, constitute a committee to be known as the "**Internal Complaints Committee.**"

Complying by the provisions of the Act, a committee is appointed by the Managing Director to manage any complaints of Sexual Harassment and deals with all cases of alleged Sexual Harassment and otherwise governed by this Policy.

### **3.14. Powers of ICC**

- 3.14.1. ICC shall be empowered to carry out the mandate of the Policy.
- 3.14.2. ICC to have the powers of the civil court.
- 3.14.3. ICC has rights to summon a person from other organization too (if required for the inquiry).
- 3.14.4. ICC shall have both protective as well as corrective powers.

### **3.15. Constitution of ICC**

With a view to redressing grievances on Sexual Harassment, a committee will be formed. The committee will comprise of the following members:

- (i) A presiding officer who shall be a woman employed at a senior level at workplace from amongst the employees. In case a senior level woman employee is not available, the presiding officer shall be nominated from other offices or administrative units of the workplace;
- (ii) Not less than two members from among employees preferably committed to the cause of women or who have had experience in social work or have legal knowledge;
- (iii) One member from amongst non-governmental organisations or associations committed to the cause of women or a person familiar with the issues relating to Sexual Harassment.

The presiding officer and every member of the ICC shall hold office for a period, not exceeding three years from the date of their nomination as may be specified by the employer. The members of ICC may be changed from time to time and will be duly intimated to all concerned by the Company. For ICC at other Workplace a similar mechanism will be adopted.

### **3.16. Quorum of ICC**

The quorum of each ICC shall be two- third of the membership, this includes the member of the ICC nominated from outside the SENCO to be present in person or otherwise. Proxy attendance is not allowed in the ICC unless otherwise communicated in writing by the Presiding Officer in this regard.

#### **4. ASSOCIATES RESPONSIBILITY**

All Employees are obligated to:

- 4.1.** Know and comply with SENCO policy and procedure.
- 4.2.** Report any form of discrimination and encourage harassment-free Workplace by taking immediate action if they:
  - 4.2.1. Feel uncomfortable because of someone's harassing, sexually suggestive, abusive, discriminatory or inappropriate behavior,
  - 4.2.2. Believe that another's comments or actions are harassing, sexually suggestive, abusive, discriminatory or inappropriate in a work environment,
  - 4.2.3. Believe that their ability to do their job is impacted by another's harassing, sexually suggestive, abusive, discriminatory or inappropriate behavior, or
  - 4.2.4. Want behavior they believe to be harassing, sexually suggestive, abusive or discriminatory to stop.

#### **5. MANAGERS RESPONSIBILITY**

- 5.1.** Managers are responsible for providing a work environment free from unlawful discrimination and harassment, including Sexual Harassment.
- 5.2.** When a manager is notified of a Complaint regarding:
  - 5.2.1. Alleged discrimination; or
  - 5.2.2. Sexual Harassment by an Employee; or
  - 5.2.3. Applicant; or
  - 5.2.4. Guest; or
  - 5.2.5. Customer; or
  - 5.2.6. Member; or
  - 5.2.7. Contractor or vendor

or observes/ overhears/ is informed of alleged inappropriate behavior or comments, the Manager must take action to ensure that the conduct is promptly reported to the ICC for further investigation and prompt, appropriate corrective action to be taken if warranted.

- 5.3.** Support victims
- 5.4.** Cooperate with investigations

"Manager" shall be a person designated by ICC to be responsible at each unit / branch / office or administrative unit of the Company to implement the matters stated in this Clause 6.

#### **6. GRIEVANCE PROCEDURE**

A Complainant may lodge a grievance of Sexual Harassment ("Complaint" or "Grievance") against an Employee / third party ("alleged accused") or vice versa.

## **6.1. INCIDENT REPORTING**

- 6.1.1. A Complaint may be oral or in writing by Complainant, Manager, or any Employee or witness to the incident to the Internal Complaints Committee directly or by calling the contact numbers displayed at the display boards.
- 6.1.2. A Complainant may make a Complaint of Sexual Harassment to ICC or the LCC, within three months (90 Days) from the date of incident. In case of a series of incidents, the Complaint needs to be made within three months from the date of last incident. ICC may at its sole discretion and for reasons to be recorded in writing extend the time period for Complainant by additional three months if the Complainant is unable to make a Complaint in case of physical or mental incapacity, death or otherwise. In case of a death, the legal heirs of the deceased may make the Complaint.
- 6.1.3. If the Complainant feels that she/he cannot disclose her/his identity for any particular reason with the panel members of ICC, she/he can address the Complaint to the LCC.
- 6.1.4. If the Complaint is oral, the same shall be put in writing by the Complainant and shall be signed on every page, at the footer of the page, by the Complainant. The Presiding Officer/Chair Person/ any member of the ICC/LCC, as the case may be, shall render all reasonable assistance to the Complainant for making the Complaint in writing

## **6.2. REDRESSAL**

ICC shall immediately proceed with the first level of enquiry and communicate the same to the complainant and the alleged accused. ICC shall record all the proceedings of the enquiry and the same shall be endorsed by all parties present at the meetings. ICC will keep such recordings confidential, if it is so desired, except to use the same for discreet investigation.

### **6.2.1. Redressal recording process**

- 6.2.1.1. On receipt of a Complaint, the Presiding Officer of ICC will maintain a register to endorse the Complaint received by it and keep the contents confidential, if it is so desired, except to use the same for discreet investigation.
- 6.2.1.2. ICC will hold a meeting with the Complainant within five days of the receipt of the Complaint, but no later than a week in any case and document the statements with date and signatures of all the people associated.
- 6.2.1.3. If the Complainant agrees for a "Conciliation" then the ICC will follow the conciliation process.

### **6.2.2. Conciliation process**

- 6.2.2.1. Conciliation may be carried out in agreement with the Complainant. Provided that no monetary settlement shall be made as a basis of conciliation.



- 6.2.2.2. Complainant wants to deal with the situation informally by themselves but may seek advice on possible support from their supervisor or another officer (e.g. Manager, ICC Member, HR Business Partner, etc.)
- 6.2.2.3. Conciliation may be carried out when the alleged accused admits the behavior conducted and investigation is not required. Such Complaints can be resolved through conciliation or counseling or disciplinary action, if required.
- 6.2.2.4. This will be recorded and documented, post which no investigation will take place.
- 6.2.2.5. The information mentioned in the written explanation submitted by the alleged accused will be shared with the Complainant.

Where the Complainant informs the ICC/LCC that any term or condition of the settlement arrived at has not been complied with by the alleged accused, the ICC/LCC shall proceed to make an inquiry into the Complaint. Where both the parties are Employees, the parties shall during the course of inquiry, be given an opportunity of being heard and a copy of the findings shall be made available to both the parties enabling them to make representation against the findings before the ICC/LCC.

### 6.2.3. Inquiry process

If the Complainant wants to continue with the investigation, the person against whom complaint is made may be called for verification before the ICC and an opportunity will be given to him / her to give an explanation, where after, an "Inquiry" shall be conducted and concluded.

- 6.2.3.1. ICC members shall hear the Complainant and record her/his allegations during the meeting.
- 6.2.3.2. ICC shall prepare the **Statement of Allegation** and inform details of allegation to the person against whom Complaint is made to give him / her opportunity to submit a written explanation if she / he so desires within 7 days of receipt of the same.
- 6.2.3.3. ICC will provide every reasonable opportunity to the Complainant and to the alleged accused, for presenting and defending their respective case based on principles of natural justice.
- 6.2.3.4. If the Complainant or the person against whom Complaint is made desires any witness/es to be called, they shall communicate in writing to ICC the names of witness/es that they propose to call.
- 6.2.3.5. ICC shall call upon all witnesses mentioned by both the parties.
- 6.2.3.6. The Complainant can also submit any corroborative material with a documentary proof, oral/ written /electronic proof, etc., to substantiate his / her Complaint. Similarly if the person against whom Complaint is made desires to tender such proofs in evidence before ICC s/he can also submit any corroborative material. Both shall affix her/his signature on the respective documents/ list of evidence to certify them.
- 6.2.3.7. ICC shall complete the "Inquiry" within reasonable period but not beyond three (3) months and communicate its findings and its recommendations for action to the Disciplinary Authority. The report created by ICC shall be treated as an inquiry report on the basis of which an erring Employee can be given appropriate punishment straightaway.

### **6.3. INVESTIGATION CLOSURE**

- 6.3.1. The ICC shall complete the enquiry / investigation along with the external member and the Presiding Officer shall share a formal note with findings and suggest/recommend for further action (disciplinary/or otherwise) in the form of a written report to the Disciplinary Authority within 10 days of the completion of the investigation process.
- 6.3.2. In case the ICC finds the degree of offence coverable under the Indian Penal Code, then this fact shall be mentioned in its report and the Disciplinary Authority will ensure appropriate actions for making a police complaint through the Complainant.
- 6.3.3. The ICC shall be governed by such rules as may be framed by SENCO from time to time, taking into account the best industry practices and applicable laws.
- 6.3.4. In the event the Complaint does not fall under the purview of Sexual Harassment or the Complaint on the face of it does not disclose an offence of Sexual Harassment, ICC may drop the Complaint after recording the reason/s thereof.
- 6.3.5. In the event the ICC arrives at the conclusion that the allegation against the alleged accused has been proved, it shall recommend / take appropriate as referred in the SENCO Disciplinary Policy (Clause 6-Categorization of Misconduct into levels to be read sub clause 33.Sexual Harassment (Level 3 Misconduct), read with clause 5-Levels of Misconduct & Disciplinary Measures) (if found under the purview of the Policies) <Note: To be confirmed>
- 6.3.6. In case the Complaint registered by the Complainant is found to be false at any stage, the Complainant shall be liable for appropriate action as per the disciplinary policy governed by SENCO from time to time. Also:
  - 6.3.6.1. If ICC concludes that the Complaint is false, it may recommend to Disciplinary Authority or the district officer (LCC) to take action against the Complainant who has made the Complaint. Provided that:
    - 6.3.6.2. The malicious intent or falsehood on part of the Complainant must be established after a proper enquiry before any action is recommended.
- 6.3.7. Any person aggrieved from the recommendation made herein may prefer an appeal to the court or tribunal as per the provisions contained in any other law for the time being in force within 90 days of the recommendations.

### **6.4. DISCIPLINARY ACTION**

The disciplinary action shall commensurate with nature of harassment or violation of human right where the ICC or the LCC as the case may be; arrives at a conclusion that the alleged accused is guilty of the complaint registered against him/her. ICC can recommend any one or more of the following punishment depending upon the severity:

- 6.4.1.1. Warning letter; or
- 6.4.1.2. Written apology; or
- 6.4.1.3. No increment for an entire fiscal year; or
- 6.4.1.4. Demotion; or
- 6.4.1.5. Stoppage of promotion for one year or more depending upon the gravity of case; or

- 6.4.1.6. Reassignment of duties including debarring from supervisory duties; or
- 6.4.1.7. Discharge /Dismissal
- 6.4.2. The decision of the disciplinary authority shall be communicated to the accused in writing
- 6.4.3. Compensation may be paid to the Complainant. The same will be determined on the basis of:
  - 6.4.4. The mental trauma, pain, suffering and emotional distress caused to the aggrieved woman
  - 6.4.5. The loss in the career opportunity due to the incident of Sexual Harassment
  - 6.4.6. Medical expenses incurred by the victim for physical or psychiatric treatment
  - 6.4.7. The income and financial status of the alleged accused and feasibility of such payment in lump sum or installments.
- 6.4.8. In case an outsider is involved as accused, the Disciplinary Authority shall initiate action by making complaint with the appropriate authority and other remedies available under law and recommended by ICC.

## **7. PROTECTION AGAINST VICTIMIZATION**

Regardless of the outcome of the Complaint made in good faith, the Complainant lodging the grievance and/or any person providing information or any witness, will be protected from any form of retaliation. While dealing with Complaints of Sexual Harassment, ICC shall ensure that the Complainant or the witness are not victimized or discriminated against by the alleged accused. Any unwarranted pressures, retaliatory or any other type of unethical behavior from the alleged accused against the Complainant while the investigation is in progress should be reported by the Complainant to the ICC as soon as possible. Disciplinary action will be taken by the ICC against any such Complaints which are found genuine.

The victim of Sexual Harassment has the option to seek transfer to team/BU/entity of the perpetrator or his / her own transfer and such request shall, to the extent possible, be accommodated by the SENCO.

## **8. OBLIGATION OF THE MANAGEMENT**

- 8.1.** The Management of SENCO shall establish, disseminate, and enforce an anti-harassment policy and complaint procedure and take other reasonable steps to prevent and ensure that the SENCO continues to be a safe work place.
- 8.2.** The Management of SENCO shall provide all necessary assistance for the purpose of ensuring full, fair and speedy completion of investigations.

## **9. ANNUAL REPORT**

ICC shall prepare an annual report at the end of the financial year of SENCO. It is the responsibility of the Presiding Officer to ensure a full account of the committee's activities during the previous year is recorded and forward a copy thereof, to the Managing Director who shall direct the HR department to forward the same to the Ministry of HRD/ District officer of LCC.

## **10. CONFIDENTIALITY**

SENCO acknowledges the sensitivity of complaints and will take steps to ensure that all matters including any complaints made and investigations conducted, under this policy are handled in the strictest of confidence and sensitivity as confidential to the extent possible or practical under the circumstances. However, such information may be disseminated regarding the justice secured to any victim of Sexual Harassment under the Act without

disclosing the name, address, identity or any other particulars calculated to lead to the identification of the Complainant and the witness/es. Every Employee involved in the operation of this Policy, whether making a complaint or involved in any investigation, shall be required to observe high level of confidentiality that is required..

#### **11. DISCLAIMER**

SESCO reserves the right at any time to delete/add/change the policy or any provisions of this policy as recommended by the law whenever and wherever applicable. Any deletions/additions/changes to this policy would be published to all Associates.

CONFIDENTIAL